



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Tuesday, September 6, 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. James Reynolds, Planning Board Member – Complete Streets
3. Presentations & Board Actions
 - a. Approval of Minutes – August 22, 2022
 - b. Resolution Approving Agreement with the Arts Council for Wyoming County for the Letchworth Arts & Crafts Show & Sale 2022
 - c. Resolution to Apply for the Downtown Revitalization Initiative and New York Forward
 - d. Resolution Approving the Amended Intermunicipal Agreement of the Silver Lake Watershed Commission
 - e. Resolution Approving the Memorandum of Understanding Between the Village of Perry and the Silver Lake Watershed Commission
 - f. Resolution Acknowledging NYS Liquor Authority Alcoholic Beverages License Notice for Lumberyard Hospitality LLC
4. Clerk/Deputy Treasurer's Report
5. Department Reports
6. Trustee Reports
7. Executive Session

ORDINANCE # _____

ORDINANCE AMENDING CHAPTER _____ ENTITLED " _____ "
OF THE VILLAGE OF PERRY MUNICIPAL CODE

BE IT ORDAINED AND ENACTED by the Village Board of the Village of
Perry, New York, as follows:

SECTION ONE

That Article ____ entitled "Complete Streets" is hereby added, as follows:

Article _____

Complete Streets

§ _____. **Definition.**

"Complete Streets" means streets that are designed and operated to enable safe mobility and access for all users, regardless of age or ability, so that pedestrians, bicyclists, motorists, and transit riders are able to safely move along and across a street.

Complete Streets integrate people and place in the planning, design, construction, operation, and maintenance of transportation networks. Complete Streets can include design elements utilizing both traditional "village center" street characteristics (*curbs, narrow traffic lanes to promote slower speeds, sidewalks, crosswalks, striped on-street and/or angled parking, two-lane streets, tighter turning radii at street intersections, landscaped medians, ornamental pedestrian-scale street lights, street trees, etc.*) and traffic calming features ("*Yield to pedestrian in the crosswalk*" signs, speed tables, pedestrian refuge islands, bicycle infrastructure such as *painted or protected bicycle lanes, speed humps, etc.*). These design elements promote safety over speed and promote a hospitable and

comfortable environment for all. These elements are intended to balance the needs of different modes and support local land uses, economic development, community character, and the natural environment. Different Complete Streets elements may be applied to different streets to enhance access and mobility, but the goal of accommodation remains the same regardless of which street these elements are applied to.

§ _____. **Policy.**

The Village should develop a safe, reliable, efficient, integrated, and connected multimodal transportation system that will promote access, mobility and health for all users, and will ensure that the safety and convenience of all users of the transportation system are accommodated, including pedestrians, bicyclists, users of public transit, people of all ages and abilities, emergency responders, delivery providers, motorists, and adjacent land users.

The Village's goal in adopting a Complete Streets policy is to create an interconnected network of transportation facilities which accommodate all modes of travel in a manner that is consistent with neighborhood context and supportive of community goals as documented in the Village's comprehensive plan.

____. Scope of Applicability.

- A. All municipal-owned transportation facilities in the public right-of-way including but not limited to, streets, bridges, sidewalks, and recreational trails should be designed, constructed, operated, and maintained so that users of all ages and abilities can travel safely.
- B. Non-public streets and parking lots constructed on private property, but subject to the Village development review process, should adhere to this policy. Parking lots should consider pedestrian connectivity from building entrances to street facilities, safety and ease of pedestrian and bike accommodations in the parking lot, and any other improvements for all modes of transportation.
- C. The Village should foster partnerships with the State of New York, Wyoming County, neighboring municipalities, local businesses, and the Perry Central School District to develop facilities and programs that advance the Village's complete streets policy and continue such infrastructure beyond the Village's borders.
- D. The Village should approach transportation infrastructure projects as opportunities to create safer and more accessible streets for all users. The planning and review processes associated with transportation and/or development projects should incorporate as a primary objective the alteration of existing transportation infrastructure and the creation of new infrastructure that conforms with this policy. These phases include, but are not limited to: planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, operation, and maintenance.
- E. All new residential subdivisions will be required to comply with Chapter 475-11 for subdivision law for design standards. They should be required to construct sidewalks within the development at the time of initial construction of the infrastructure serving such subdivision.

§ _____. **Exceptions.**

The incorporation of bicycle, pedestrian, and transit facilities should be mandated in all street construction, reconstruction, rehabilitation, and pavement maintenance projects undertaken by or on behalf of the Village. Exceptions may or may not be considered under one or more of the following conditions:

- A. Any exception to this policy, including for private projects, must be reviewed and approved by both the Village Board and be documented with supporting data that indicates the basis for the decision. Such documentation should be publicly available.
- B. Exceptions to this policy may be considered when:
 - (1) An affected roadway prohibits, by law, use by a specific mode of transportation;
 - (2) Facility owners conduct routine maintenance activities designed to keep their facilities in serviceable condition (e.g. mowing, cleaning, sweeping, spot repair, and surface treatments);
 - (3) Temporary alterations to transportation infrastructure made in response to a public safety or emergency situation;
 - (4) The Zoning Board of Appeals (ZBA) issues a documented exception concluding that the application of Complete Streets principles is unnecessary, unduly cost prohibitive, or inappropriate because it would be contrary to public safety;
 - (5) Other available means or factors indicate an absence of need, including future need; or
 - (6) A reasonable equivalent, such as an adequate pedestrian path on a parallel route, is already an available or planned alternative.

§ _____. **Design Standards.**

The Village should plan, design, build, and maintain all bicycle, pedestrian, and transit facilities in accordance with accepted federal, state, and local standards and guidelines, but will consider innovative and/or non-traditional design options, as appropriate. The Village will strive in the implementation of this policy to reflect the context and character of the surrounding built and natural environments, and apply complete streets elements to enhance the appearance of the neighborhood.

The Village should follow commonly accepted design guidance for Complete Streets projects. Any conflicts in guidance will be resolved by the Village Planning Board in favor of the optimal solution for the Village's needs. Potential sources of design guidance can be obtained from the following organizations:

- United States Department of Transportation (USDOT), including the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA)
- U.S. Access Board
- New York State Department of Transportation (NYSDOT)
- American Association of State Highway & Transportation Officials (AASHTO)
- Transportation Research Board (TRB)
- Institute of Transportation Engineers (ITE)
- National Association of City Transportation Officials (NACTO)
- Smart Growth America
- Americans with Disability Act

In recognition of context sensitivity, public input, and the needs of many users, a flexible, innovative, and balanced approach that follows other appropriate design standards may be considered, provided that a comparable level of safety for all users is present. The Village Board recognizes that all streets are different and that the needs of all users will need to be balanced in a flexible manner, and that solutions should be

developed to fit within the context of the community where construction is to take place and those solutions should be flexible so that the needs of the corridor can be met.

§ _____. Performance Measures and Reporting.

- A. The Planning board should measure the success of this Complete Streets policy using the following performance measures:
- (1) Total miles of bike facilities
 - (2) Linear feet of new pedestrian facilities including but not limited to:
 - Crosswalk and intersection improvements
 - Number of new curb ramps installed along village streets
 - Number of crashes and injuries for all modes at location of improvements
 - Number of [audible] traffic signals
 - (3) Other measures as agreed upon by the Village Board and the Village Planning Board
- B. An annual report will be made by the Planning Board to the Village Board showing progress made in implementing this policy. The annual report on the annual increase or decrease for each performance measure contained in this ordinance compared to the previous year(s) should be posted online for each of the above measures.
- C. The Village Planning Board will review each application it receives to determine how Complete Streets elements should be applied to the project. The Planning Board and the Complete Streets Taskforce will discuss Complete Streets annually at minimum, and then as needed to plan future complete streets projects within the Village. This will include the inventory and evaluation of how well each street in the

Village is serving all users. The Planning Board and the Complete Streets Taskforce will identify and prioritize desired projects and redesigns and options for achieving a quality community and appropriate street environment, including improved accessibility; provide recommendations on policies and priorities, including maintenance of Complete Streets facilities; and assess opportunities to integrate, accommodate, and balance the needs of all users in street projects and address potential obstacles to implementing Complete Streets elements in the Village.

§ _____. **The Complete Streets Taskforce**

- A. There is hereby created a Complete Streets Taskforce.
- B. The Complete Streets Taskforce should consist of three (3) volunteer members; with one member appointed by the planning board to coordinate between the two.
- C. The purpose of the Complete Streets Taskforce is to promote health through physical activity and active transportation for all users, specifically, the most vulnerable - children, older adults, and those with disabilities within the Village of Perry.

§ _____. **Implementation.**

- A. The Village of Perry should view Complete Streets as integral to everyday transportation decision-making practices and processes. To this end:
 - (1) The Department of Public Works, the Planning Board, and other relevant departments, agencies, boards, or committees **will incorporate Complete Streets principles into all existing plans, standards, guidelines, manuals, and development**

review checklists, as appropriate (including, but not limited to, the municipal Comprehensive Plan, Zoning Code, Design Standards/Guidelines, Subdivision Regulations, Capital Improvement Program, Sustainability Plan, and Local Waterfront Revitalization Plan);

- (2) The Department of Public Works, the Planning Board, and other relevant departments, agencies, boards or committees will **review current design standards**, including subdivision regulations which apply to new roadway construction, to ensure that they reflect the best available design standards and guidelines, and effectively implement Complete Streets, where feasible;
- (3) The Village should encourage **staff professional development and training** on complete streets through attending conferences, classes, seminars, and workshops;
- (4) The Village should seek to identify all current and potential future **sources of funding** for street improvements and recommend improvements to the project selection criteria to support Complete Streets projects;
- (5) The Village should promote **inter-departmental project coordination** among Village departments with an interest in the activities that occur within the public right-of-way in order to better use fiscal resources and promote complete streets principles.

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

A Regular 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 August 2022.

PRESENT:	Rick Hauser	Mayor
	Dariel Draper	Trustee
	Arlene Lapiana	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Christina Slusser	Village Clerk
GUESTS:	Lorraine Sturm	Perry Herald
	Laura Stiffler	Village Resident
ABSENT:	Jacquie Billings	Trustee

Mayor Hauser called the meeting to order at 7:30 pm and led in the Pledge of Allegiance.

PUBLIC COMMENT

Laura Stiffler, a resident of Walnut Street and Village taxpayer, addressed the board about concerns with a motorhome that had been parked in front of her home for over 2 months. Ms. Stiffler was born and raised in the Village of Perry and has been in her current home for 14 years. The motorhome creates a hazardous obstruction on the hill and makes it difficult for her to maintain the yard near the street and for her garbage to be picked up. The street cleaner is unable to clean that area of the street causing garbage to pile up underneath the motorhome. She is unable to utilize parking in front of her house for herself or guests and has safety concerns should there be an emergency. The motorhome was moved on Friday and Ms. Stiffler's friend parked her Jeep out front but it was blocked in by other vehicles, reportedly owned by the same person owning the motorhome. Ms. Stiffler contact the Perry Police Department and was told it was parallel parking and nothing illegal was taking place. She is desperately looking for a resolution and turned to the Village Board for help. She is hoping that no parking signs can be placed on her side of the street. Mayor Hauser agreed that it is a very frustrating situation and he would address the matter with the Problem Properties Task Force.

PRESENTATIONS & BOARD ACTIONS

MINUTES

Motion to approve the minutes from the last regular board meeting on August 1, 2022 was made by Trustee Lapiana, seconded by Trustee Lawrence, and carried with all voting aye.

RESOLUTION APPROVING PAYMENTS FOR WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village Clerk has received Pay App #15 from the general contractor, Crane-Hogan Structural Systems, Inc., for the wastewater treatment plant project in the amount of \$291,703.20; and

WHEREAS, the Village Clerk has received pay app #9 from the electrical contractor, M.W. Controls Service, Inc., for the wastewater treatment plant project in the amount of \$12,560.68; and

WHEREAS, the Village Clerk has received pay app #2 from the plumbing contractor, Crosby-Brownlie, Inc., for the wastewater treatment plant project in the amount of \$1,641.19; 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.	\$291,703.20
M.W. Controls Service, Inc.	\$12,560.68
Crosby-Brownlie, Inc.	\$1,641.19

It was noted that the project has been moving along and only a handful of items on the main contract are not completed. Motion to approve payments for the Wastewater Treatment Plant Project as detailed in the resolution above was made by Trustee Draper, seconded by Trustee Lapiana, and carried unanimously.

TITLE: ACCEPTING THE ENVIRONMENTAL REVIEW RECORD FOR THE VILLAGE OF PERRY'S STORM DRAINAGE IMPROVEMENTS PROJECT AND THE NOTICE OF INTENT TO REQUEST THE RELEASE OF FUNDS

WHEREAS, the Village of Perry has received a Community Development Block Grant (CDBG) to make storm drainage improvements to serve the residents of the Village of Perry, CDBG Project #897PR105-21, and

WHEREAS, that in accordance with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed at 24 CFR Part 58, the Village Board of Trustees of the Village of Perry announces that an environmental review of said project has been conducted and categorized as an Environmental Assessment subject to 24 CFR Part 58.5 and 58.6,

WHEREAS, consultation was required for the following agencies:

- State Historic Preservation Office (SHPO)—received a letter with a finding of “No Adverse Effect”

- Tribal Historic Preservation Office (THPO)—One THPO has responded with “No Effect”
- U.S. Army Corp of Engineers (USACE)—received an email with the Nationwide Permit (NWP) 3 Guide. Upon review of the guide it was determined that a NWP 3 permit was not needed.

NOW, THEREFORE, BE IT,

RESOLVED, that the Village Board of Trustees hereby accepts the environmental review record of the project prepared by LaBella Associates, DPC, and be it further

RESOLVED, that the Village Board of Trustees hereby authorizes the publication in the Village’s official newspapers of a Notice of Intent to Request the Release of Funds for the project.

Motion to approve the resolution above pertaining to the CDBG grant was made by Trustee Lawrence, seconded by Trustee Lapiana, and carried with all voting aye.

RESOLUTION APPROVING PROPOSAL FROM LITTLEHIVE, LLC FOR DOWNTOWN REVITALIZATION INITIATIVE GRANT APPLICATION SUPPORT

WHEREAS, the Village of Perry needs design consultation services and content development for the Downtown Revitalization Initiative and NY Forward grant application; and

WHEREAS, litteHive, LLC has provided a proposal estimated at 30 hours for design and document construction and project management at a rate of \$125 per hour; and

WHEREAS, the village anticipated fees associated with applying for the Downtown Revitalization grant as budgeted in the 2022-2023 fiscal year; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the proposal from littleHive, LLC, in an amount not to exceed \$3,750.00 and authorizes the Mayor to execute the proposal.

This will be Perry’s third application for the DRI. A letter of intent to apply was submitted and through the assigned technical expert, learned that there is no downside to applying for both the DRI and NY Forward. One major change for this year is the size of the application. Last year, Perry’s application contained about 70 pages. This year, applications are required to be 20 pages so some major graphic redesign and editing is needed. There will be more robust public engagement. The committee will be presenting to Perry Rotary soon and will be set up at the upcoming Farmers’ Market. Motion to approve the proposal from littleHive was made by Trustee Lapiana, seconded by Trustee Lawrence, and carried unanimously.

RESOLUTION AWARDING CONTRACT TO MRB GROUP FOR ENGINEERING SERVICES FOR CDBG STORM DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, the Village of Perry received a grant in the amount of \$672,500 for a storm drainage improvements project in the Watkins-Hawthorne-Olin-Benedict neighborhood with a \$35,000 match from the Village; and

WHEREAS, the Village sent out a Request for Qualifications for engineering services for the storm drainage improvements project and received ten proposals; and

WHEREAS, the Village Department of Public Works Committee reviewed the proposals and the Village Administrator, DPW Superintendent, and Chief Water/Sewer Operator rated the companies on the following criteria:

- Successful experience on similar projects
- Technical capability and financial resources
- Available staff resources
- CDBG experience; and

WHEREAS, based on the qualifications provided, the review committee and DPW Committee are recommending awarding the contract to MRB Group to provide engineering services for the CDBG Storm Drainage Improvements Project contingent upon the negotiation of a reasonable fee; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves awarding the contract to MRB Group to provide engineering services for the CDBG Storm Drainage Improvements Project contingent upon the negotiation of a reasonable fee.

Motion to approve the resolution awarding the contract to MRB Group for engineering services for CDBG storm drainage improvements was made by Trustee Lawrence, seconded by Trustee Lapiana, and carried with all voting aye.

RESOLUTION ACCEPTING RESIGNATION OF ZONING BOARD OF APPEALS AND TREE BOARD MEMBER, ELEANOR JACOBS

WHEREAS, Ms. Eleanor Jacobs has tendered her resignation from the Village of Perry Zoning Board of Appeals and Tree Board effective August 3, 2022; and

WHEREAS, the Village Board appreciates all the contributions that Ms. Jacobs has provided over the years as a public servant; and

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

The Board agreed that Ms. Jacobs would be difficult to replace and extended their gratitude for her deep public service. Trustee Lawrence especially appreciated that Ms. Jacobs handled a lot of communication with the Tree Board. Mayor Hauser, with regrets, made a motion to accept the resignation of Eleanor Jacobs which was seconded by Trustee Draper and carried.

RESOLUTION WAIVING VACANT BUILDING FEES FOR 15 PARKER LANE

WHEREAS, Village Clerk, Christina Slusser, submitted a request to waive vacant building fees for the Wyoming County Power Sports building at 15 Parker Lane; and

WHEREAS, a vacant building application was received from the owner of Wyoming County Power Sports indicating the building would be sold but did not indicate a timeframe, so more information was requested; and

WHEREAS, due to no other communication having been received, an invoice was sent on July 7, 2022 and the building sold on July 15, 2022 as advised by the seller's attorney; and

WHEREAS, the request went before the Zoning Committee who reviewed it and recommend waiving the vacant building fees and penalties totaling \$510.00

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby waives invoice V1-2022 issued to Wyoming County Power Sports in the amount of \$510.00 for 15 Parker Lane.

Motion to waive vacant building fees for 15 Parker Lane was made by Trustee Lapiana, seconded by Trustee Lawrence, and carried with all voting aye.

RESOLUTION WAIVING WATER AND SEWER CHARGES FOR 3656 DAVIS AVENUE

WHEREAS, Deputy Village Clerk Laura Gifford submitted a petition to waive water and sewer charges and penalties for 3656 Davis Avenue due to a curb stop malfunction on the village side; and

WHEREAS, the request went before the DPW Committee who reviewed and would recommend waiving the water charges, sewer charges, water penalties, and sewer penalties, totaling \$805.21 as it was confirmed by the Water Department that the malfunction was at a meter pit outside of the house and water did not pass through the Village's sewer system; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby waives the water and sewer charges and penalties totaling \$805.21 for 3656 Davis Ave.

Trustee Lapiana made a motion to waive water and sewer charges for 3656 Davis Ave which was seconded by Trustee Draper and carried unanimously.

RESOLUTION AMENDING VILLAGE OF PERRY 2022-2023 BUDGET

WHEREAS, the Village of Perry Board of Trustees has authorized the use of ARPA funds for the purchase of a parks cart in the amount of \$15,000.00; and

WHEREAS, the following budget amendment is recommended to allocate the additional revenue to the general fund parks budget:

INCREASE REVENUE: FEDERAL AID, OTHER (A4089) \$15,000.00

INCREASE EXPENSE: PARKS CONTRACTUAL (A7110.4) \$15,000.00

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby amends the 2022-2023 budget to reflect the increased revenue to the general fund budget of \$15,000.00.

Motion to approve the resolution amending the budget for the purchase of a parks cart was made by Trustee Lawrence, seconded by Trustee Draper, and carried unanimously.

RESOLUTION AMENDING VILLAGE OF PERRY 2022-2023 BUDGET

WHEREAS, the Village of Perry balance for the New York State Consolidated Local Street and Highway Improvement Program "CHIPS" is higher than estimated when the 2022-2023 Village budget was adopted; and

WHEREAS, the current 2022-2023 Village budget had a total of \$107,000 in revenue line A3501 and the actual CHIPS balance available is \$336,970; and

WHEREAS, the DPW Committee has reviewed and recommends increasing the Village budget to reflect the actual CHIPS balance to pave Water Street and additional streets in the Village as the budget allows; and

WHEREAS, the following budget amendment is recommended to allocate the additional CHIPS funding:

INCREASE REVENUE: CONS. HIGHWAY AID (A3501) \$229,970

INCREASE EXPENSE: STREET IMPROVEMENTS (A5112.2) \$229,970

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby amends the 2022-2023 budget to reflect the current CHIPS balance of \$336,970; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the budget amendment to increase the total budget by \$229,970 for purposes of paving Village streets for the 2022-2023 fiscal year.

Motion to approve the resolution amending the budget for CHIPS revenue for paving was made by Trustee Draper, seconded by Trustee Lapiana, and carried unanimously.

CLERK/DEPUTY TREASURER REPORT

FY 2022-2023

Abstract #6

Vouchers #305 - 443

General Fund	\$ 115,732.59
Special Grant Fund	\$ 905.00
Water Fund	\$ 13,104.05
Sewer Fund	\$ 10,457.33
Capital Projects Fund	\$ 381,146.83
Trust & Agency	\$ 73,890.06
Silver Lake Watershed Commission	\$ 233.87
Total	\$ 595,469.73

Vouchers were audited by Trustee Lapiana. Motion to approve payment of abstract #6 in the amount of \$595,469.73 was made by Trustee Draper, seconded by Trustee Lawrence, and carried with all voting aye.

Village of Perry - 2022 - 2023 - Village Tax Collection Trial Balance - All Swis Codes 08-19-22

Original Warrant	2,232,534.16
Adjustments	0.00
Adjusted Warrant	2,232,534.16
Full Payments	2,037,514.94
Penalties	2,614.39
Total Collections	2,040,129.33
Taxes Outstanding	195,019.22

Other clerk updates:

The Tree City USA grant application submitted by the Tree Board was approved for \$1,000. The Village received a WQIP grant for the WWTP Disinfection Project for \$1,000,000. The Complete Streets Policy was featured in the Country Courier on August 2, 2022. The Village is applying for a downtown revitalization grant and is looking for input from the public at the Farmers' Market this Saturday from 9am-Noon. Updated NYCLASS balances were also provided.

DEPARTMENT REPORTS

The following department reports were reviewed: DPW/Parks, WTP/WWTP, Police.

TRUSTEE REPORTS

Mayor Hauser informed the Board that local law language is in the works to have the law strengthened regarding first floor residential use in a commercial district. To have this be effective, an amortization period should be written into the law like there is for signage. The law will provide a period of time to bring a property into compliance.

Trustee Lawrence told the Board that sales manager, Travis Rawleigh, from Churchville Fire came to the Fire Committee tonight to discuss air pack purchases for the Fire Department. Mr. Rawleigh informed the committee of a current sale to get 1 free air tank for each one purchased. Two thirds of the fire department's air packs expire in October. The Village is still hopeful to receive the FEMA grant which was applied for at the end of last year, but if not, needs to be prepared to finance the packs. The lifespan of the air packs is 15 years and the warranty lasts for the life of the pack. Normal wear and tear use is covered. Financing options were also provided. The Fire Committee was clear that the Village may not enter into any agreement or make any purchases for the air packs or the Village will not be eligible for the grant award. The Village should know 2-3 weeks ahead of the online grant announcements if an award is expected. More information will be provided at the next Board Meeting in preparation to act soon on securing new air packs.

With no further regular business and no executive session needed, Trustee Draper made a motion to adjourn the meeting at 8:28 pm which was seconded by Trustee Lapiana and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPROVING AGREEMENT WITH THE ARTS COUNCIL FOR WYOMING COUNTY FOR THE LETCHWORTH ARTS & CRAFTS SHOW & SALE 2022

WHEREAS, the Arts Council for Wyoming County (“ACWC”) will be holding the Letchworth Arts & Crafts Show & Sale at the Perry Village Park between October 8, 2022 and October 10, 2022; and

WHEREAS, the Village and the ACWC wish to enter into an agreement for the Letchworth Arts & Crafts Show & Sale; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the agreement with the Arts Council for Wyoming County and authorizes the Mayor to execute the agreement.

AGREEMENT

This Agreement entered into this _____ day of _____, 2022 by and between the VILLAGE OF PERRY, a municipal corporation in the Village of Perry, County of Wyoming and State of New York, with its principal office at 46 North Main Street, Perry, New York 14530, hereinafter referred to as the "VILLAGE" and the ARTS COUNCIL FOR WYOMING COUNTY, a corporation in the said Village of Perry, County of Wyoming and State of New York, with its principal office at 31 South Main Street, Perry, New York, hereinafter referred to as the "ACWC".

INTRODUCTORY STATEMENT

This Agreement is entered into between the Parties for the benefit of the Village of Perry and the Arts Council for Wyoming County.

That the ACWC will be hosting the Letchworth Arts & Crafts Show & Sale (hereinafter referred to as "Show") between October 8, 2022 and October 10, 2022 in the Village.

That both parties agree it is mutually beneficial to enter into this agreement so that the Show may be hosted by ACWC in the Village with the permission of the Village and their agents under the terms and conditions as listed below.

That the hosting of the Show is socially and economically beneficial to the region and the parties agree in cooperation with this agreement to host the same.

RECITALS

LEGAL BASIS:

That this Agreement is authorized by Resolution of the Village pursuant to the General Municipal Law of the State of New York and by Resolution of the Board of ACWC.

TERM:

There are varying terms of services for this agreement from the Village to ACWC.

Services:

Village of Perry Police Department:

1. Police services at the Show from 6:00AM October 8, 2022 until 11:59PM October 10, 2022.

Village Department of Public Works:

1. "On-call" basis from 8:00AM October 6, 2022 until 11:59PM October 10, 2022.

2. Garbage management services on October 8, 2022 and October 9, 2021 from 10:00AM until 5:00PM, and October 10, 2021 from 10:00AM until 4:00PM.

Actual Event:

Event Times:

- Saturday, October 8, 2022 – 10:00AM to 5:00 PM
- Sunday, October 9, 2022 – 10:00AM to 5:00 PM
- Monday, October 10, 2022 – 10:00AM to 4:00PM

POLICE SERVICES: The Village shall, during the term of this Agreement, furnish police services for the Show within Village limits and where authorized by law, outside the Village limits. The Village will authorize and direct it's members of the Police Department to patrol and operate police vehicles of the Village, along and over all of the public spaces of the Village under the supervision of the chief or their designee to provide police services to the ACWC and Show. The Village will respond to all such proper calls with reasonable dispatch and act with diligence to protect persons and/or property from injury and/or death, to preserve the peace, to prevent the commission of crime and to apprehend those who shall have committed crimes or offenses at the Show. The Village will enforce state statutes and Village ordinances to the same extent as they would be enforced without this Agreement.

1. The Village Police Department will provide said police services at the Show from 6:00AM October 8, 2022 until 11:59PM October 10, 2022.
 - A minimum of eight (8) Village of Perry Police Officers will be on duty during regular hours of the Show.
 - There will be two officers patrolling the balance of the Village during the hours of 6:00PM-6:00AM and 7:00PM and 3:00AM, respectively.
 - The Village shall invoice ACWC for the hours of each Perry Police Department employee working the event at the following rates:

Employee Position	Rate of Pay per Hour	Overtime Rate of Pay
		-
Police Officer, F/T 1	\$40.03	\$57.86
Police Officer, F/T 2	\$41.94	\$60.73
Police Officer, F/T 3	\$52.36	\$74.58
Police Officer, F/T 4	\$43.85	\$64.23
Police Officer, P/T 1	\$30.60	\$45.37

Police Officer, P/T 2	\$30.60	\$45.37
Police Officer, P/T 3	\$30.60	\$45.37
Police Officer, P/T 4	\$30.60	\$45.37
Police Officer, P/T 5	\$30.60	\$45.37
Police Officer, P/T 6	\$30.60	\$45.37

- The Village shall submit the invoice to ACWC within twenty (20) days of the close of the event (by October 31, 2022). Payment shall be remitted within thirty (30) days of receipt of the invoice.
- Vendors shall be notified that any material left overnight in the show area is at their own risk. The event grounds will not be patrolled at night. See VENDOR LIABILITY section below.

DEPARTMENT OF
PUBLIC WORKS:

The Village shall, during the term of this Agreement, furnish support services through the Village Department of Public Works to ACWC and the Show as needed to support the ACWC with set-up, execution, and tear-down services for the Show. That the Village will provide garbage management services¹ to the ACWC and Show by ensuring the efficient collection of garbage produced at the Show including, but not limited to, setting up garbage bins in easy to access sites, including event parking lots, and monitoring and disposing of garbage. That ACWC will contract with Rentals To Go to provide bathroom facilities for the Show.

1. ACWC will have access to the Village Department of Public Works representative on an “on-call” basis from 8:00AM October 6, 2022 until 11:59PM October 10, 2022.
2. The Village Department of Public Works will provide garbage management services on October 8, 2022 and October 9, 2022 from 10:00AM until 5:00PM, and October 10, 2022 from 10:00AM until 4:00PM.
3. The Village shall invoice ACWC for the hours of each DPW employee working the event at the following rates:

¹ Garbage Management Services – the emptying of garbage cans at set hours/times or as requested by use of truck on the Village Park grounds and from the event parking lots.

Employee Position	Rate of Pay	Overtime Rate of Pay	Double Time Rate of Pay
		-	
Working Foreman 1	\$37.74	\$54.60	\$71.46
MEO 1	\$35.98	\$51.53	\$67.08
MEO 2	\$34.68	\$49.59	\$64.49
Working Foreman 2	\$39.46	\$55.30	\$71.14
MEO 3	\$34.39	\$49.15	\$63.90
Laborer	\$30.17	\$42.81	\$55.46
Automotive Repair Worker	\$34.48	\$49.29	\$64.09
Laborer, Seasonal 1	\$22.73	\$33.56	\$44.40
Laborer, Seasonal 2	\$19.48	\$28.69	\$37.90
Water Treatment Plant Operator 1	\$34.39	\$49.15	\$63.90
Water Treatment Plant Operator 2	\$41.06	\$56.76	\$72.47
Sewer Plant Operator 1	\$34.39	\$49.15	\$63.90
Sewer Plant Operator 2	\$39.18	\$54.89	\$70.59

- The Village shall submit the invoice to ACWC within twenty (20) days of the close of the event (by October 31, 2021). Payment shall be remitted within thirty (30) days of receipt of the invoice.

ACCESS TO FACILITIES:

Skate Cabin at the Village Park:

1. ACWC will be given access Skate Cabin at the Village Park to facilitate registration and information distribution for the Show from 7:00AM October 6, 2022 until 6:00PM October 10, 2022.
1. The Skate Cabin will be unlocked each morning at 7:00 AM and locked each evening at 6:00 PM.
2. The DPW Superintendent or designee will hold the key and oversee the locking and unlocking of the Skate Cabin.
3. All other buildings on the park premises will be locked including the maintenance building, bathrooms, and Boy Scout cabin. There are two pavilions that will be accessible.

Vendor Set Up/Tear Down:

1. Vendors will be permitted to set up on Friday, October 7, 2022 between 6:00AM and 11:00PM.
2. Vendors may begin to tear down exhibits after conclusion of the Show on Monday, October 10, 2022

at 4:00PM and must be completed by 11:00PM on Monday, October 10, 2022.

3. During the set up and tear down times, at least one representative from ACWC will be on site to assist vendors.

VERIZON:

The Village shall secure the commitment of Verizon Wireless to install a reception booster that will facilitate the increase volume of cell phone usage and transactions during the Show.

- It is the understanding of the Village that there will be no cost associated with the installation of the reception booster. If there are any expenses in relation to the reception booster, they shall be borne by the ACWC.

INSURANCE:

That at ACWC and the Show's expense, ACWC and the Show shall maintain at all times during the term of this Agreement liability insurance in respect to the activities of the Show, with the Village named as additional insureds, with limits of not less than \$2,000,000.00 combined single limit per occurrence for injury or death, or for damage to property, or such other amounts and limits as Village may from time to time reasonably require. The fee to purchase this special event policy shall be required from the ACWC prior to the event. Proof of insurance coverage is due no later than September 1, 2022. In addition, ACWC and the Show shall, if requested by the Village, maintain such other policies of insurance as are customarily carried by prudent parties with regards to similar Agreements and, if the nature of the Village's business is such to place any or all of its employees under the coverage of local Workers' Compensation, ACWC and the Show shall provide Workers' Compensation Insurance affording not less than statutory limits or benefits.

Although the Village of Perry will not be directly involved parties, the ACWC will provide the Village with copies of executed contracts with:

1. Transportation Services.
 - a. The Village of Perry will be listed as an additional insured of the Transportation Service and will be held harmless and indemnified. See the Indemnification Agreement form attached hereto as **Schedule A**. The Indemnification Agreement shall be completed by each transportation service provider. Said Indemnification Agreement shall be completed **in addition to** providing proof of insurance

listing the Village of Perry as an additional insured.

2. Food Vendors.

- a. The Village of Perry will be listed as an additional insured of all food vendors and will be held harmless and indemnified. See the Indemnification Agreement form attached hereto as **Schedule B**. The Indemnification Agreement shall be completed by each food vendor. Said Indemnification Agreement shall be completed **in addition to** providing proof of insurance listing the Village of Perry as an additional insured.

3. Parking Space Owners.

- a. The Village of Perry will be listed as an additional insured of all parking lot owners from whom the parking space is leased and will be held harmless and indemnified. See the Indemnification Agreement form attached hereto as **Schedule C**. The Indemnification Agreement shall be completed by each parking space owner. Said Indemnification Agreement shall be completed **in addition to** providing proof of insurance listing the Village of Perry as an additional insured.

b.

INDEMNITY:

That except for the gross negligence or willful acts or omissions of the Village and Village's agents and employees, and the applicable provisions of the Village's obligations as stated in this Agreement, ACWC and the Show will indemnify and save Village harmless from any and all, and any manner of action and actions, cause and causes of action, suits, debts, dues, obligations, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, arising from any accident, injury or damage occurring at the Show or on the sidewalks and areas adjacent to the Show if such accident, damage or injury results or is claimed to have resulted from any action or omission on the part of Village or Village's agents and employees.

FEES:

The ACWC and Show, jointly and severally, shall pay to the Village for services rendered pursuant to this Agreement the Village's direct and indirect expenses for Police Services and Department of Public Work services as are customarily expended by the Village of like

services, including, but not limited, normal pay rates, union pay rates, and overtime wages. The ACWC and Show shall pay such invoices from the Village within thirty (30) days upon receipt of said invoices from the Village.

- The ACWC shall pay all legal fees incurred by the Village of Perry for the preparation/review of agreements, review of permits, correspondence with ACWC's legal counsel, and miscellaneous correspondence to answer Village questions.
- An Administrative Fee of \$5,000.00 for the work of the Village of Perry administrative staff will be added to the total cost of the event and borne by the ACWC. The Administrative Fee will be billed and due by October 31, 2022.
- The ACWC and Show will provide materials and equipment for trash collection.

VOLUNTEERS

The ACWC will provide a waiver of liability to all volunteers to be signed before they participate. Volunteers will be provided with Worker's Comp under the Wyoming County Worker's Comp Plan. A copy of said plan shall be attached hereto as **Schedule D**.

PARKING/
SHUTTLLING

See Village of Perry Traffic Control and Safety Plan attached hereto as **Schedule E**.

VENDOR
LIABILITY

Participants must be advised that any material left overnight in the show area is at their own risk. A copy of said written notice is attached hereto as **Schedule F**.

PARK
CONDITIONS

Straw will be provided by the Arts Council to be used if conditions are muddy. All exhibitors must remove all trash from their exhibit area daily. This includes garbage, packing and display material.

ADVERTISING

Advertisement, copy, draft handbills, registration blanks and posters have been submitted to the Village for approval prior to printing and dissemination to the public. Posters and leaflets shall be delivered to the Village prior to distribution.

MISCELLANEOUS:

1. Amendment: No amendment of this Agreement will be binding unless executed in writing by both Parties.

2. Jointly Drafted: This Agreement shall be deemed jointly drafted and written by the Parties and shall not be construed or interpreted against the party originating or preparing any part of it.
3. Waiver: No waiver of any provision of this Agreement will be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
4. Governing Law: This Agreement will be interpreted and enforced under and in accordance with the laws of the State of New York without regard to conflict of law principles.
5. Venue: The Parties agree that in any dispute over the interpretation or enforcement of this Agreement, exclusive jurisdiction and venue will be in the courts located in Wyoming County, New York. The Parties agree that they will not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.
6. Severability: If any provision of this Agreement is adjudged by a court to be invalid, void, or unenforceable, the Parties agree that the remaining provisions of this Settlement Agreement will not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the Parties, and that this Agreement, will in any event, otherwise remain valid and enforceable.
7. Binding Effect: This Agreement shall be binding and inure to the benefit of the Parties and their respective parents, divisions, subsidiaries, predecessors, successors, officers, directors, employees, shareholders, members, representatives, attorneys, servants, agents, assigns, heirs, executors, and administrators.
8. Counterparts and Electronic Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. For purposes of this Agreement, electronic or facsimile signatures shall be deemed originals.
9. Entire Agreement: This Agreement, together with all ancillary agreements, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. Any and all prior written or oral agreements or drafts of agreements between the Parties pertaining to the subject matter of this Agreement are superseded and of no force and effect and may not be used as evidence in the interpreting of the provisions of this Agreement.

10. Headings: The headings contained in this Agreement are included for convenience and reference purposes only and shall be given no effect in the construction or interpretation of this Agreement.
11. Authority: Each Party acknowledges that they have read this Agreement carefully, that they have been afforded sufficient time to understand the terms and effects of this Agreement, that they, in fact, fully understand all of the terms and effects of this Agreement, that they have consulted legal counsel prior to signing this Agreement, that they have abided by all internal guidelines that may be applicable to this Agreement, and that they are voluntarily entering into and executing this Agreement. Each party warrants and represents that the person signing this Agreement, and all ancillary agreements, on its behalf has the proper authority to endorse and execute this Agreement and all ancillary agreements, and that there are no others necessary to effectuate this Agreement.

NOW, THEREFORE, in consideration of the promises of the Village and ACWC in this Agreement, and subject to the terms of this Agreement and intending to be legally bound hereby, Village and ACWC agree to keep and perform their respective obligations in and under this Agreement, which incorporates and consists of all the terms, covenants, conditions, and provisions of the Agreement.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

VILLAGE

BY:

TITLE: _____

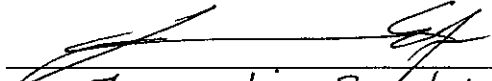
STATE OF NEW YORK)

COUNTY OF WYOMING) ss.:

On the _____ day of _____, in the year 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACWC


BY: Jacqueline Swaby

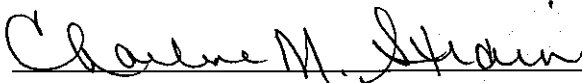
TITLE: Executive Director

STATE OF NEW YORK)

COUNTY OF WYOMING) ss.:

On the 1st day of September, in the year 2022, before me, the undersigned, personally appeared

Jacqueline Swaby personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CHARLENE M. STRAIN
Notary Public, State Of New York
Reg. #01ST6061384
Qualified In Wyoming County
Commission Expires 07/14/23

SCHEDULE A

Indemnification Agreement – Transportation Service

SCHEDULE B

Indemnification Agreement – Food Vendor

SCHEDULE C

Indemnification Agreement – Parking Space Owner

SCHEDULE D

Village of Perry Traffic Control and Safety Plan

SCHEDULE E

Sample Written Notice of Vendor Liability

Dear Vendor:

Please be advised that the Village of Perry and the Arts Council for Wyoming County assume no responsibility for lost, damaged, or stolen goods and/or property during the 2021 Letchworth Arts & Crafts Show & Sale. Any materials left in your booth overnight in the show area are at your own risk. Please consider these risks and plan your exhibit accordingly.

Thank you.

Sincerely,

Arts Council for Wyoming County

I _____ as a vendor at the 2021 Letchworth Arts and Crafts Show & Sale acknowledge that any material left overnight in the show area is at my own risk.

By:

Date:



RESOLUTION SUPPORTING SUBMISSION OF A DOWNTOWN REVITALIZATION INITIATIVE AND NEW YORK FORWARD APPLICATION

WHEREAS, the Village Board of the Village of Perry met at a regularly scheduled board meeting at the Village Hall located in the Village of Perry, New York on September 6, 2022 commencing at 7:30 pm; and

WHEREAS, all Board Members, having due notice of said meeting, and that pursuant to Article 7, §104 of the Public Officers Law, said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, the State of New York offers up to \$10 million for each region to assist one community with a Downtown Revitalization Initiative (DRI); and

WHEREAS, with the creation of the NY Forward program, the State of New York is offering two communities \$4.5 million each or one community \$4.5 million and two communities \$2.25 million each; and

WHEREAS, the Village of Perry submitted a letter of intent to apply for the DRI and NY Forward on August 2, 2022 and approved a proposal from littleHive, LLC for consultation services and content development for the application; and

WHEREAS, the DRI and NY Forward will provide the Village with the opportunity to leverage funds for public and private investments in Perry's historic downtown; and

WHEREAS, the Village will work cooperatively with involved State agencies to advance the DRI and NY Forward; and

WHEREAS, the Village of Perry Board of Trustees looks forward to working with the DRI and NY Forward Planning Committee that will be made up of a broad base of organizations and residents within the Village and region to develop the Strategic Investment Plan.

NOW THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees does enthusiastically support the submission of a Downtown Revitalization Initiative and NY Forward application which must be received by 4:00 pm on Friday, September 23, 2022; and

THEREFORE BE IT FURTHER RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Mayor to sign and submit all application documents related to the Downtown Revitalization Initiative and NY Forward.



RESOLUTION APPROVING THE AMENDED INTERMUNICIPAL AGREEMENT OF THE SILVER LAKE WATERSHED COMMISSION

WHEREAS, the Silver Lake Watershed Commission has approved an amendment to the Intermunicipal Agreement between the Village of Perry, Town of Perry, Village of Mt. Morris, and Town of Castile at their meeting on July 21, 2022; and

WHEREAS, the amendment was made to align invoicing with the Village's fiscal year and the Village of Perry fully supports the efforts made by the Silver Lake Watershed Commission to protect the watershed of Silver Lake and the positive impact on the Village resident's quality of life; and

NOW, THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the amended Intermunicipal Agreement of the Silver Lake Watershed Commission; and

BE IT FURTHER RESOLVED, the Village of Perry Board authorizes the Mayor to execute the agreement.

**INTERMUNICIPAL AGREEMENT
OF THE SILVER LAKE WATERSHED COMMISSION**

THIS AGREEMENT is entered into the ____ day of _____, 202__, pursuant to the power and authority granted under Article 5-G of the General Municipal Law of the State of New York, by the Members of the Silver Lake Watershed Commission, namely the **TOWN OF PERRY**, a Municipal Corporation of the State of New York, with offices located at 22 South Main Street, P.O. Box 205, Perry, New York 14530, situate in Wyoming County, the **VILLAGE OF PERRY**, a Municipal Corporation of the State of New York, with offices located at 46 North Main Street, Perry, New York 14530, situate in Wyoming County, the **VILLAGE OF MT. MORRIS**, a Municipal Corporation of the State of New York, with offices located at 117 Main Street, Mount Morris, New York 14510, situate in Livingston County, and the **TOWN OF CASTILE**, a Municipal Corporation of the State of New York, with offices located at 53 North Main Street, P.O. Box 179, Castile, New York 14427, situate in Wyoming County, as municipal parties directly interested in the protection of the watershed of Silver Lake.

WHEREAS the Silver Lake Water Commission (hereinafter “SLWC”) was established in the year 1972, consisting of the aforesaid municipalities, as well as the Village of LeRoy; and

WHEREAS the Village of LeRoy forfeited membership to the SLWC *circa* [REDACTED]; and

WHEREAS the Village of Castile became a member of the SLWC *circa* 1990 and later forfeited said membership *circa* 2004; and

WHEREAS the remaining parties wish to establish this agreement for the purpose of stating and clarifying the purpose, costs, obligations, and membership structure of the Silver Lake Water Commission; and

WHEREAS the SLWC and the Wyoming County agencies listed as non-member partners in accordance with Section 6, wish to establish up-to-date rules and regulations in furtherance of their aim of protecting the watershed of Silver Lake, as well as lake quality; and

NOW THEREFORE, it is understood and agreed among the parties comprising the SLWC as follows:

- 1) **PURPOSE:** The purpose of the SLWC is to protect the watershed of Silver Lake, both as a public water supply and a recreation center; as such, the SLWC shall oversee all activity in the Silver Lake Watershed which affects water quality. Members in this partnership collaborate to protect water quality and, by doing so, positively impact resident quality of life and community economies. Promoting stewardship of the Silver Lake Watershed resources is in the public interest and for the common benefit of all within the watershed.
- 2) **FUNCTIONS:** In order to achieve the aforementioned purpose, the SLWC may engage in any lawful activity for the purpose of protecting the watershed of Silver Lake and lake water quality, including, but not limited to:
 - a) Monitoring and managing the volume and purity of water, within approved NYS Department of Environmental Conservation (DEC) parameters, in the Silver Lake Watershed, as well as minimizing turbidity within the lake.
 - b) Providing technical and advisory assistance to local governments, homeowners, businesses, developers, and farmers;
 - c) Supporting model programs and ordinances, including, but not limited to erosion and sedimentation ordinances for new construction and stormwater runoff ordinances to control water quality and flooding in partnership with its non-member partners.
 - d) Prioritization and coordination of watershed and lake management activities, including, but not limited to, implementation of projects and further studies;
 - e) Financial oversight of lake and watershed programs, including, but not limited to seeking funds for implementation; and
 - f) Creating and conducting educational materials and programs.
- 3) **RULES AND REGULATIONS:** That the municipalities comprising the SLWC shall have the power and authority, subject to applicable state law, to establish Rules and Regulations for the protection from contamination of the Silver Lake public water supply.
- 4) **MEMBERS:** That members to the SLWC, whenever possible, shall be appropriate government representatives and other individuals who can offer valuable technical and planning expertise;

such membership shall be derived from the member municipalities, with each municipality represented by one (1) voting member and one (1) alternate member.

- 5) **SPECIAL MEMBER:** The Silver Lake Association shall also have one (1) voting member available to vote on matters involving the rules, regulations, and policies of the SLWC and its jurisdiction. The Silver Lake Association does not vote on financial matters. The SLA will support SLWC activities consistent with the SLA's mission statement by using the Silver Lake Watershed Management Plan and other science-based resources as guides. The SLA is available to effectively communicate with the lake residents about matters that impact these important stakeholders, and it stands ready to partner on projects exhibiting mutual benefit. Reports will be submitted at each meeting summarizing lake-center activities of relevance to the SLWC.

- a) **NON-MEMBER PARTNERS:** The following are non-member partners of the SLWC and have the following roles:

i) **Wyoming County Soil and Water Conservation District:** The WCSWCD will support all objectives, plans and projects set forth by the SLWC including the Silver Lake Watershed Management Plan. The WCSWCD will be available to provide technical services to landowners, farmers, and municipalities within the watershed. The WCSWCD will provide technical advisement and offer its resources to the SLWC to assist in the proper management of the Silver Lake watershed. Reports will be submitted at each SLWC meeting to update it on all district activities within the watershed. The WCSWCD will offer in-kind services when deemed necessary and monetary support for projects on a priority basis. The district will assist in searching for possible funding for projects within the watershed.

ii) **Wyoming County Health Department** The county health department serves a regulatory agency whose goal it is to ensure water quality for public consumption.

iii) **Wyoming County Water Resource Agency**

- 6) **FUTURE MEMBERS:** The SLWC is intended to be inclusive to all municipalities holding an interest in the preservation of the Silver Lake Watershed; as such, municipalities may wish to join the SLWC in the future. If such membership is sought, a vote will be held pursuant to

paragraph nine (9) herein to decide such membership. Any municipality that wishes to receive voting rights in the SLWC shall contribute a per centum amount of the cost of maintaining and operating the SLWC to be determined by the SLWC board.

- 7) MEETINGS: The SLWC shall meet regularly once in every three (3) calendar months, or more frequently as deemed necessary, at such time and place as may be set by the Chairperson of the SLWC. The SLWC will hold its annual organizational meeting in January.
- 8) VOTING: Voting on matters relevant to the SLWC shall be conducted as follows:
 - a) Quorum: 50% of voting members of the SLWC, each representing different municipalities, and the SLA if not involving financial matters, must be present and voting in order to hold a vote on any business transaction involving the SLWC.
 - b) Rules, Regulations, and Policy Matters: Both members of the municipalities, as well as the member of the Silver Lake Association shall have the right to vote on matters involving the rules, regulations, and policies of the SLWC.
- 9) COSTS AND FINANCIAL OBLIGATIONS: That the said municipalities undertake and agree to share all costs and expenses associated with operating the SLWC on the following basis:
 - a) The Village of Perry shall pay thirty-one and one half per centum (31.5%) of the annual cost thereof;
 - b) The Town of Castile shall pay thirty-one and one half per centum (31.5%) of the annual cost thereof;
 - c) The Village of Mt. Morris shall pay twenty-four and one half per centum (24.5%) of the annual cost thereof;
 - d) The Town of Perry shall pay eleven and one half per centum (11.5%) of the annual cost thereof.
- 10) FISCAL / DISBURSING AGENT: That the SLWC shall enter into a Memorandum of Understanding (MOU) with the Village of Perry to be SLWC's fiscal agent and disbursing

agent, and shall keep all financial records, and collect payments at such times and in such manner as deemed necessary.

- 11) ACCOUNTING YEAR: The accounting year of the SLWC shall begin June 1st and end May 31st of the following year so as to coincide with the Village of Perry's fiscal year.
- 12) PRELIMINARY BUDGET: On or before October of each year, the SLWC shall submit and recommend to the municipalities a preliminary budget of income, expense, and capital expense for the next accounting year. The municipalities shall have a 30-day period in which to review the preliminary budget and return comments to the SLWC. The SLWC shall adopt the budget by April of each year.
- 13) PAYMENT: The Village of Perry, as the fiscal agent, shall send invoices annually to SLWC members in May. Annual payment of financial obligations of the municipalities shall be paid to the SLWC no later than June 30 of each year. The municipalities who have paid their annual payment shall be considered as members in good standing of the SLWC.
- 14) SLWC BOARD POSITIONS: That the SLWC shall have the power and authority to select from its members a Chairperson, the requirements for each position, method of election, and respective duties are as follows:
 - a) CHAIRPERSON:
 - i) Requirements: A SLWC member representing a member municipality.
 - ii) Election: The SLWC will elect a chairperson annually at their organizational meeting from among its voting members.
 - iii) Duties: The Chairperson, or his/her representative, is to be the official spokesperson for the group and will set agendas and locations for future meetings.
 - b) TREASURER/SECRETARY:
 - i) The SLWC enters into a MOU with the Village of Perry to appoint staff to serve as Treasurer and Secretary. The Treasurer will provide quarterly financial reports to the SLWC at their quarterly meeting and be available for clarifications from the SLWC members regarding their financial position throughout the year.

- ii) Duties of the secretary are to take and distribute minutes to the full membership for each meeting.
- iii) Such positions will receive compensation in accordance with Section 130 of the Civil Service Law.

15) DAM TENDER / MONITOR OF LAKE LEVELS: The SLWC enters into a MOU with the Village of Perry, enumerating duties and financial obligations, to enlist the DPW Superintendent to provide a staff person to oversee the performance and maintenance of the dam. The Dam Tender will monitor lake levels to ensure the functioning of the Village of Perry waste treatment plant in compliance with DEC regulations, maintain water levels to foster quality drinking water that supplies four municipalities and to ensure the lake continues as an economic driver for local communities and recreational resource for residents by appropriate and lawful means. Such a position may receive compensation in accordance with Section 130 of the Civil Service Law.

16) FUNDRAISING: The SLWC shall have the power and authority to raise funds from any legitimate source and expend such funds for any purpose consistent with its watershed protection responsibilities. In no case shall the SLWC allocate funds that have not been received or that would otherwise create an indebtedness of the Commission.

17) ANNUAL REPORT: The members, special members, and non-member partners of the SLWC shall meet each year for an Annual Report and discussion of the previous and next year's activities. Said report, prepared by the SLWC chairperson, shall be published in the meeting minutes of the SLWC.

18) EFFECTUATION OF AGREEMENT: This agreement shall be effective _____, 202__, and shall extend annually unless terminated in writing by any municipal party hereto to all other members on or before March 1, next proceeding any anniversary of the effective date hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Village of Perry and the Village of Mt. Morris have caused their respective corporate seals to be affixed hereto and these presents to be signed by their respective Mayors; and the Town of Perry and Town of Castile have caused their respective seals to be affixed hereto and these presents to be signed by their respective Supervisors on the day first above written.

VILLAGE OF PERRY:

Rick Hauser, Mayor
Date _____

(SEAL)

TOWN OF PERRY:

James Brick, Supervisor
Date _____

(SEAL)

VILLAGE OF MT. MORRIS:

Joel Mike, Mayor
Date _____

(SEAL)

TOWN OF CASTILE:

Joseph Gozelski, Supervisor
Date _____

(SEAL)



RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF PERRY AND THE SILVER LAKE WATERSHED COMMISSION

WHEREAS, a Memorandum of Understanding (MOU) between the Village of Perry and the Silver Lake Watershed Commission, which includes the Town of Perry, Village of Perry, Town of Castile, and Village of Mt. Morris, was drafted by Village Attorney, David DiMatteo; and

WHEREAS, the MOU clarifies that the Village of Perry is the fiscal agent for the Silver Lake Watershed Commission and will appoint a Treasurer, Secretary, and Dam Tender; and

WHEREAS, the Silver Lake Watershed Commission approved the MOU at their meeting on July 21, 2022; and

NOW, THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Memorandum of Understanding between the Village of Perry and the Silver Lake Watershed Commission; and

BE IT FURTHER RESOLVED, the Village of Perry Board authorizes the Mayor to execute the agreement.

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”), made and entered into as of the ____ day of _____, 20__, by and between the Village of Perry, with offices located at 46 North Main Street, Perry, New York 14530, (hereinafter referred to as the “Village”) and the Silver Lake Water Commission, (hereinafter referred to as the “SLWC”), which includes the Town of Perry, Village of Perry, Town of Castile, and the Village of Mount Morris.

WHEREAS, the Village of Perry, Town of Perry, Village of Mount Morris, and Town of Castile have entered into an Intermunicipal Agreement of the Silver Lake Watershed Commission on the ____ day of _____, 20__ to clarify the purposes, costs, obligations, and memberships of the SLWC. A copy of the Intermunicipal Agreement is annexed hereto as **Schedule A**.

WHEREAS, the Village and the SLWC wish to enter into this MOU to appoint the Village as the fiscal agent, hire a Treasurer, Secretary, and Dam Tender for the SLWC. The parties mutually agree the following:

ARTICLE I. FISCAL AGENT

1. The SLWC agrees for the village to become the fiscal agent and disbursing agent for the SLWC.
 - A. The Village shall be responsible for keeping all financial records.
 - B. The Village shall collect payments on behalf of the SLWC.
 - C. The Village and SLWC agree that the accounting year of the SLWC shall commence on June 1st and end on May 31st of the following year in order to coincide with the Village’s fiscal year.
 - D. An email address shall be established for the Fiscal Agent of the SLWC:

ARTICLE II. TREASURER

1. The SLWC agrees to allow the Village to appoint an individual to serve as the Treasurer of the SLWC.
2. The SLWC and the Village agree that the appointed Treasurer shall be responsible for the following:
 - a. Provide quarterly financial reports to the SLWC and to participants at quarterly meetings
 - b. Answer any questions regarding the SLWC financial positioning throughout the year, which may arise from the members of the SLWC.

- c. Assists the SLWC with the yearly operating budget.
3. Pursuant to Section 130 of the Civil Service Law, the appointed Treasurer shall be compensated \$ _____, annually.
4. An email address shall be established for the Treasurer of the SLWC:

ARTICLE III. SECRETARY

1. The SLWC agrees to allow the Village to appoint an individual to serve as the Secretary of the SLWC.
2. The SLWC and the Village agree that the appointed Secretary shall be responsible for the following:
 - a. Develop the quarterly meeting agenda in collaboration with the SLWC Chairperson.
 - b. Take minutes at each SLWC meeting and post the meeting minutes on the Village of Perry's website.
 - c. Distribute minutes to all members of the SLWC, meeting participants, and post the minutes available for public review electronically.
3. Pursuant to Section 130 of the Civil Service Law, the appointed Secretary shall be compensated \$450.00, annually.
4. An email address shall be established for the Secretary of the SLWC:

ARTICLE IV. DAM TENDER

1. The SLWC agrees to allow the Village to appoint an individual to serve as the Dam Tender of the SLWC in cooperation with the Village's Superintendent of Public Works.
2. The SLWC and the Village agree that the Dam Tender shall be responsible for the following:
 - a. Oversee performance and maintenance of the dam.
 - b. Maintain water levels to promote quality drinking water.
 - c. Provide quarterly written reports to the SLWC Board.
 - d. Pursuant to Section 130 of the Civil Service Law, the hired Dam Tender shall be compensated \$1,250.00, annually.
3. An email address shall be established for the Dam Tender of the SLWC:

WHEREAS, the Village and SLWC find it in their interest to execute this MOU.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date first written above.

VILLAGE OF PERRY

Frederick Hauser, Mayor

SILVER LAKE WATERSHED COMMISSION

Town of Perry, *Member of SLWC*
James Brick, Supervisor

Village of Mount Morris, *Member of SLWC*
Joel Mike, Mayor

Town of Castile, *Member of SLWC*
Joseph Gozelski, Supervisor

Village of Perry, *Member of SLWC*
Frederick Hauser



**RESOLUTION ACKNOWLEDGING NYS LIQUOR AUTHORITY ALCOHOLIC BEVERAGES LICENSE NOTICE
FOR LUMBERYARD HOSPITALITY LLC**

WHEREAS, the Village received on September 1, 2022, a 30-Day Advanced Notice, ("30-Day Notice"), requesting an On-Premises Alcoholic Beverages License for Lumberyard Hospitality, LLC located at 18 S. Federal Street; and

WHEREAS, the Village does not express any opinion for or against the application; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees takes no further action relative to the 30 Day Notice.

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

RECEIVED

SEP 01 2022

Village of Perry
Perry, New York

49

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: September 01/2022 1a. Delivered by: Personal Delivery with Proof of Receipt

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York:

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal

☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: Town of Perry

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Pending Expiration Date (if applicable): Pending

5. Applicant or Licensee Name: Lumberyard Hospitality LLC

6. Trade Name (if any): _____

7. Street Address of Establishment: 18 S. Federal Street

8. City, Town or Village: Perry, NY Zip Code: 14530

9. Business Telephone Number of applicant/ Licensee: 585-259-5053

10. Business E-mail of Applicant/Licensee: billingsjacquie@gmail.com

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant (full kitchen and full menu required)

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☒ Recorded Music ☐ Karaoke

14. Method of Operation:
(check all that apply) ☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify): _____

15. Licensed Outdoor Area: ☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: Ground, Mezzanine & Basement
17. List the room number(s) the establishment is located in within the building, if appropriate: n/a
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- | | |
|--|----------------|
| <u>R&R Lumberyard Restaurant LLC</u> | <u>3155071</u> |
| Name | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: Lumberyard Realty LLC
23. Building Owner's Street Address: P.O. Box 323
24. City, Town or Village: Perry State: New York Zip Code: 14530
25. Business Telephone Number of Building Owner: 585-259-5053

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: Robert W. Romano, Esq.
27. Representative/Attorney's Street Address: 7 West 96th Street- Suite 17D
28. City, Town or Village: New York State: NY Zip Code: 10025
29. Business Telephone Number of Representative/Attorney: 914-500-3196
30. Business E-mail Address of Representative/Attorney: romanolaw@gmail.com

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Jacqueline Billings Title: Partner in Charge

Principal Signature: _____

Jacqueline Billings

Village of Perry
Village Board Meeting
9/6/2022

Clerk/Deputy Treasurer Report

FY 2022-2023

Abstract #7

Vouchers #444 - 530

General Fund	\$ 42,443.73
Special Grant Fund	\$ -
Water Fund	\$ 4,728.15
Sewer Fund	\$ 4,880.20
Capital Projects Fund	\$ 14,978.70
Trust & Agency	\$ 3,776.81
Silver Lake Watershed Commission	\$ -
Total	\$ 70,807.59

- Vouchers were audited by Trustee Lawrence
- Prepaid to avoid late fees \$ -
- Breakdown of Capital Projects:
 - Public Beach \$ 14,978.70



Summary Statement

August 31, 2022

Page 1 of 11

Investor ID: NY-01-1059

0000627-0005167 PDF 449224

Village of Perry
46 N Main St
Perry, NY 14530

NYCLASS

NYCLASS		Average Monthly Yield: 1.8839%						
		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1059-0001	GENERAL SAVINGS	466,928.09	0.00	0.00	747.68	1,900.87	467,313.05	467,675.77
NY-01-1059-0002	FIRE APPARATUS RESERVE	85,758.96	0.00	0.00	137.32	349.02	85,829.67	85,896.28
NY-01-1059-0003	REPAIR RESERVE	99,420.73	0.00	0.00	159.19	404.81	99,502.70	99,579.92
NY-01-1059-0004	EQUIPMENT RESERVE	205,551.34	0.00	0.00	329.16	836.83	205,720.82	205,880.50
NY-01-1059-0005	PARK CAPITAL RESERVE	10,059.05	0.00	0.00	16.11	40.98	10,067.35	10,075.16
NY-01-1059-0006	EMP. ACCRD BENEFITS RESERVE	38,427.29	0.00	0.00	61.52	156.52	38,458.97	38,488.81

Village of Perry
46 N Main St
Perry, NY 14530

NYCLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1059-0007	WATER RESERVE	87,638.76	0.00	0.00	140.32	356.61	87,711.00	87,779.08
NY-01-1059-0008	SEWER RESERVE	162,940.89	0.00	0.00	260.91	663.39	163,075.23	163,201.80
TOTAL		1,156,725.11	0.00	0.00	1,852.21	4,709.03	1,157,678.79	1,158,577.32

GENERAL SAVINGS

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	466,928.09	0.00	0.00	747.68	1,900.87	467,313.05	467,675.77

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			466,928.09	
08/31/2022	Income Dividend Reinvestment	747.68			
08/31/2022	Ending Balance			467,675.77	

FIRE APPARATUS RESERVE

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	85,758.96	0.00	0.00	137.32	349.02	85,829.67	85,896.28

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			85,758.96	
08/31/2022	Income Dividend Reinvestment	137.32			
08/31/2022	Ending Balance			85,896.28	

REPAIR RESERVE

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	99,420.73	0.00	0.00	159.19	404.81	99,502.70	99,579.92

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			99,420.73	
08/31/2022	Income Dividend Reinvestment	159.19			
08/31/2022	Ending Balance			99,579.92	

EQUIPMENT RESERVE

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	205,551.34	0.00	0.00	329.16	836.83	205,720.82	205,880.50

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			205,551.34	
08/31/2022	Income Dividend Reinvestment	329.16			
08/31/2022	Ending Balance			205,880.50	

PARK CAPITAL RESERVE

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	10,059.05	0.00	0.00	16.11	40.98	10,067.35	10,075.16

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			10,059.05	
08/31/2022	Income Dividend Reinvestment	16.11			
08/31/2022	Ending Balance			10,075.16	

EMP. ACCRD BENEFITS RESERVE

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	38,427.29	0.00	0.00	61.52	156.52	38,458.97	38,488.81

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			38,427.29	
08/31/2022	Income Dividend Reinvestment	61.52			
08/31/2022	Ending Balance			38,488.81	

WATER RESERVE

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	87,638.76	0.00	0.00	140.32	356.61	87,711.00	87,779.08

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			87,638.76	
08/31/2022	Income Dividend Reinvestment	140.32			
08/31/2022	Ending Balance			87,779.08	

SEWER RESERVE

Account Summary

Average Monthly Yield: 1.8839%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	162,940.89	0.00	0.00	260.91	663.39	163,075.23	163,201.80

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			162,940.89	
08/31/2022	Income Dividend Reinvestment	260.91			
08/31/2022	Ending Balance			163,201.80	

NYCLASS

NYCLASS

Date	Dividend Rate	Daily Yield
08/01/2022	0.000046836	1.7095%
08/02/2022	0.000047256	1.7248%
08/03/2022	0.000047472	1.7327%
08/04/2022	0.000048425	1.7663%
08/05/2022	0.000145005	1.7642%
08/06/2022	0.000000000	1.7642%
08/07/2022	0.000000000	1.7642%
08/08/2022	0.000048544	1.7719%
08/09/2022	0.000049619	1.8111%
08/10/2022	0.000050199	1.8323%
08/11/2022	0.000051588	1.8830%
08/12/2022	0.000155088	1.8869%
08/13/2022	0.000000000	1.8869%
08/14/2022	0.000000000	1.8869%
08/15/2022	0.000051710	1.8875%
08/16/2022	0.000052097	1.9015%
08/17/2022	0.000052097	1.9015%
08/18/2022	0.000052947	1.9325%
08/19/2022	0.000158919	1.9335%
08/20/2022	0.000000000	1.9335%
08/21/2022	0.000000000	1.9335%
08/22/2022	0.000053092	1.9379%
08/23/2022	0.000053578	1.9556%
08/24/2022	0.000053584	1.9558%
08/25/2022	0.000054284	1.9813%
08/26/2022	0.000163500	1.9893%
08/27/2022	0.000000000	1.9893%
08/28/2022	0.000000000	1.9893%
08/29/2022	0.000054749	1.9983%
08/30/2022	0.000054658	1.9950%
08/31/2022	0.000054855	2.0022%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**