



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, November 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
3. Presentations & Board Actions
 - a. Approval of Minutes – October 17, 2022 and October 25, 2022
 - b. Resolution Authorizing Professional Services Agreement for Employee Assistance Program
 - c. Resolution Approving Submission by the Perry Community Band for the Arts Council for Wyoming County Arts Grant Application for 2023
 - d. Resolution Authorizing Change Order #7 And Budget Amendment for The Village Hall Capital Project
4. Clerk/Deputy Treasurer's Report
5. Department Reports
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
OCTOBER 17, 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 17th day of October 2022.

PRESENT:	Dariel Draper	Deputy Mayor
	Arlene Lapiana	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Samantha Marcy (Pierce)	Administrator
	Laura Gifford	Village Deputy Clerk
GUESTS:	Lorraine Sturm	Perry Herald
ABSENT:	Rick Hauser	Mayor
	Jacquie Billings	Trustee
	Christina Slusser	Village Clerk

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

PRESENTATIONS & BOARD ACTIONS

MINUTES

Motion was made by Trustee Lawrence, seconded by Trustee Lapiana, and carried with all voting aye to approve the minutes from the Regular Board Meeting on October 3, 2022.

RESOLUTION ACCEPTING RESIGNATION OF PART-TIME POLICE OFFICER, TIMOTHY QUATRO

WHEREAS, Office Timothy Quatro has tendered his resignation from the position of part-time Police Officer effective October 23, 2022; and

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

Motion to accept the resignation of part-time police officer, Timothy Quatro was made by Trustee Lapiana, seconded by Trustee Lawrence and carried with all voting aye.

RESOLUTION ACCEPTING RESIGNATION OF FULL-TIME POLICE OFFICER, AUSTIN HARDING

WHEREAS, Officer Austin Harding has tendered his resignation from the position of full-time Police Officer effective October 31, 2022; and

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

Motion to accept the resignation of full-time police officer, Austin Harding was made by Trustee Lawrence, seconded by Trustee Lapiana and carried with all voting aye.

RESOLUTION APPOINTING FULL-TIME POLICE OFFICER, DAKOTA SPINK

WHEREAS, there is a vacancy for a Full-Time Police Officer due to a recent resignation; and

WHEREAS, Officer Spinks has been employed with the Village of Perry Police Department since; and

WHEREAS, Chief Grover is requesting the hiring of Officer Dakota Spink as a Full-Time Police Officer; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the hiring of Officer Dakota Spink as a full-time, benefit eligible, Police Officer with a starting hourly rate of \$25.68 effective November 1, 2022.

Deputy Mayor Draper appointed Dakota Spink as a tier 1 full-time police officer with a 1-year probation period. Motion to approve the hiring of Dakota Spink as a full-time police officer 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 #17 from the general contractor, Crane-Hogan Structural Systems, Inc., for the wastewater treatment plant project in the amount of \$117,798.10 and

WHEREAS, the Village Clerk has received pay app #11 from the electrical contractor, M.W. Controls Service, Inc., for the wastewater treatment plant project in the amount of \$19,950.00; 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.	\$117,798.10
M.W. Controls Service, Inc.	\$19,950.00

Motion to approve the payments to Crane-Hogan Structural Systems, Inc. in the amount of \$117,798.10 and M.W. Controls Service, Inc. in the amount of \$19,950.00 for the wastewater treatment plant project was made by Trustee Lawrence, seconded by Trustee Lapiana and carried with all voting aye.

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

WHEREAS, the Village of Perry contracts with Eagle Systems, Inc. for the Toshiba printer in the Clerk's Office; and

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

WHEREAS, the total minimum annual rate is \$560.00 and the cost per page is \$.007; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approves the annual service and supply maintenance agreement with Eagle Systems, Inc. effective 11/3/2022.

Motion to approve the annual service and supply maintenance agreement with Eagle Systems, Inc. effective 11/3/2022 was made by Trustee Lapiana, seconded by Trustee Lawrence and carried with all voting aye.

RESOLUTION APPROVING THE PERRY VILLAGE COURT APPLICATION FOR A JCAP GRANT

WHEREAS, Judge Miller, Village of Perry Judge, is requesting authorization from the Village Board of Trustees for funding from the Justice Court Assistance Program; and

WHEREAS, Judge Miller is submitting for office equipment and computer hardware totaling \$541.02; and

BE IT RESOLVED, the Board of the Village of Perry authorizes the Perry Village Court to apply for a JCAP grant in the 2022-2023 grant cycle up to \$541.02.

Motion to authorize the Perry Village Court's application for a JCAP grant was made by Deputy Mayor Draper, seconded by Trustee Lapiana and carried with all voting aye.

CLERK/DEPUTY TREASURER'S REPORT

Village of Perry Village Board Meeting 10/17/2022

Clerk/Deputy Treasurer Report

FY 2022-2023
Abstract #10
Vouchers #674-794

General Fund	\$ 51,686.05
Special Grant Fund	\$ -
Water Fund	\$ 11,428.03
Sewer Fund	\$ 9,001.54
Capital Projects Fund	\$ 157,535.64
Trust & Agency	\$ 1,406.87
Silver Lake Watershed Commission	\$ 228.49
Total	\$ 231,286.62

- Vouchers were audited by Trustee Billings
- Prepaid to avoid late fees \$ 783.48
- Breakdown of Capital Projects:
 - Inflow and Infiltration Study 1225
 - Lead Service Line Replacement \$ 2,734.38
 - Silver Lake Creek Footbridge \$ 220.00
 - WWTP Project \$ 153,356.26

Motion to approve the treasurer's report in the amount of \$231,286.62 was made by Trustee Lawrence, seconded by Trustee Lapiana and carried with all voting aye.

DEPARTMENT REPORTS

Trustees reviewed the reports submitted by department supervisors of water, sewer, police, and public works. It was brought to attention that an inventory of service line's material into resident's homes are required by 10/16/2024. We have already started sending letters and checking service lines for lead. The Dam Gates are repaired, and the outlet has filled back in. DPW will finish up paving Water Street and Elm Street by the end of this week and beginning of next week.

TRUSTEE REPORTS

Trustee Lawrence reported that there have been no committees since last board meeting. Letchworth Cable Access will have a meeting beginning of November to review the status of goals. They may go back to the board for some new material but it's not enough. There are \$3,000-\$4,000 worth of VHS tapes that were magnetically recorded so they won't last forever. It's a lot of volume and not sure its worth saving. Almost all obsolete equipment is gone. Sold some which made a modest amount of money.

Trustee Lapiana has nothing to report.

Administrator Marcy (Pierce) reported that there is a rate study draft for the water treatment plant upgrades. We are waiting to see if we are eligible for BIL funds for the remaining water treatment project. The financing process for the water treatment plant will need to be started in April.

The interview is this week for DRI and NY Forward.

CBGB Storm Drainage grant contract to be completed over the winter so we can pave over the summer.

PUBLIC COMMENT

Public Hearing at 8:00pm – Appropriating Funds from the Fire Apparatus Reserve Fund for the Purchase of Self-Contained Breathing Apparatus Air Packs for the Fire Department

Deputy Mayor Draper called the public hearing to open at 8:00 pm seconded by Trustee Lawrence.

Administrator Marcy (Pierce) reported that the Fire Department is need of purchasing 27 SCBA air packs totaling \$261,235.00. For the down payment, they recommend using \$50,000 of ARPA funds and up to \$50,000 from the Fire Apparatus Reserve fund; to only use \$25,000. This is necessary because the current air packs are expiring. It is a \$75,000 down payment.

No members of the public were present for comment.

No one is for or against.

Deputy Mayor Draper closed the public hearing at 8:03 pm seconded by Trustee Lawrence.

RESOLUTION AUTHORIZING USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR FIRE DEPARTMENT PURCHASE AND AUTHORIZES AMENDMENT OF THE 2022-2023 VILLAGE OF PERRY BUDGET

WHEREAS, the Village of Perry was awarded \$357,742.50, in American Rescue Plan Act (ARPA) funds; and

WHEREAS, the Fire Department is need of purchasing 27 SCBA Air Packs totaling \$261,235.00; and

WHEREAS, the Fire Committee is recommending the use of ARPA funds towards the purchase of the air packs in an amount of \$50,000; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the use of ARPA funds towards the purchase of the SCBA air packs in an amount of \$50,000.00; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the following budget amendment to allocate the additional revenue to the general fund fire department budget:

Increase Revenue: FEDERAL AID, OTHER (A4089) \$50,000.00

Increase Expense: FIRE DEPARTMENT EQUIPMENT (A3410.2) \$50,000.00

Motion to authorize the use of American Rescue Plan Act funds in the amount of \$50,000 towards Fire Department purchase of air packs, total amount amended from \$236,235.00 to correct amount of \$261,235.00, and amendment of the 2022-2023 Village of Perry budget was made by Trustee Lawrence seconded by Trustee Lapiana and carried with all voting aye.

RESOLUTION AUTHORIZING THE USE OF FIRE APPARATUS RESERVE FUNDS, SUBJECT TO PERMISSIVE REFERENDUM

WHEREAS, the Perry Village Board of Trustees held a public hearing on October 17, 2022 at 8:00pm regarding appropriating funds from the Fire Apparatus Reserve in an amount not to exceed \$50,000 towards the purchase of self-contained breathing apparatus ("SCBA") air packs for the Perry Fire Department; and

WHEREAS, the Fire Apparatus Reserve was created by the Perry Village Board of Trustees on October 19, 2015; and

WHEREAS, the current SCBA air packs for the Perry Fire Department are expiring and the total cost to replace 27 SCBA air packs is \$261,235.00; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the transfer of \$25,000.00 from the Fire Apparatus Reserve Fund to the General Fund towards the purchase of 27 SCBA air packs; and

BE IT FURTHER RESOLVED, that the use of the Fire Apparatus Reserve Fund is subject to permissive referendum and a petition opposing must be filed within 30 days after adoption of this resolution.

Motion to authorize the use of Fire Apparatus Reserve funds subject to permissive referendum in the amount of \$25,000.00, air packs total purchase amount amended from \$236,235.00 to correct amount of \$261,235.00, was made by Trustee Lawrence, seconded by Trustee Lapiana and carried with all voting aye.

EXECUTIVE SESSION

None.

Deputy Mayor Draper made a motion to adjourn at 8:06 pm which was seconded by Trustee Lapiana and carried.

Respectfully submitted,
Laura Gifford, Village Deputy Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
OCTOBER 25, 2022**

A Special Board Meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 12:00 pm on the 25th day of October 2022.

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

Mayor Hauser called the meeting to order at 12:00 pm and led in the Pledge of Allegiance.

PRESENTATIONS & BOARD ACTIONS

LICENSE TO OCCUPY AGREEMENT

Administrator Marcy met with Linda Hotchkiss of 38 Borden Avenue regarding a License to Occupy Agreement for the purpose of constructing a footbridge to connect two village owned properties across the Silver Lake Outlet. The agreement authorizes the Village of Perry and Wyoming County Highway Department to access Ms. Hotchkiss's property at 38 Borden Ave on specified dates between October and December of 2022. In exchange for allowing temporary access of the property, the Village will remit payment of \$1,084.00 to Ms. Hotchkiss.

A few changes were made to the document previously sent to the Board. The agreement is for the footbridge only, no other parts of the trail. Allowed dates to access the property were changed to remove the dates Ms. Hotchkiss will be out of town. The word "subcontractors" was removed from the agreement and clarifies that it is the Village of Perry and Wyoming County Highway Department who are allowed access. The Board agreed to change the required signer from Superintendent Deaton to Mayor Hauser.

If the surveyor can have the layout done this week, the county could begin work next week. The footbridge will be a pathway to a picnic area for this phase of the trail. For the next phase, a boardwalk is planned from the picnic area to Borden Ave.

Mayor Hauser entertained a motion to approve the agreement. Motion was made by Trustee Billings authorizing Mayor Hauser to sign the License to Occupy Agreement which was seconded by Trustee Lapiana and carried with all voting aye.

Mayor Hauser made a motion to adjourn at 12:10 pm which was seconded by Trustee Lawrence and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

DRAFT



RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM

WHEREAS, the ESI Employee Assistance Group has provided the Village of Perry with an annual renewal agreement for the Employee Assistance Program (EAP) at a cost of \$1,430.00 for general employees and \$585.00 for public safety employees; and

WHEREAS, the EAP program is available to all employees and their household members including children up to age 26 who do not reside with the employee; and

WHEREAS, the EAP program offers many free services for employees including counseling, trainings, and wellness resources; and

THEREFORE, be it resolved that the Board of Trustees of the Village of Perry approves the Employee Assistance Program Contract for a period of 11/1/2022-10/31/2023 at a total cost of \$2,015.00 and authorizes the Village Clerk to execute the agreement.



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Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Village of Perry, NY** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **11/1/22**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes a comprehensive online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **GCN Compliance Training: No**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.

VII. Term

- A. This Agreement shall be effective from the Effective Date for an initial term of one (1) year. This Agreement shall automatically renew for consecutive 1-year terms thereafter, unless (i) either party notifies the other of its intent not to renew not later than 30 days prior to the expiration of the then-current term; or (ii) the Agreement is terminated as provided for in this Agreement. Any



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renewal shall be on the same terms and conditions as this Agreement, except that for each renewal, ESI may modify the financial terms as set forth in Section VIII herein.

- B.** Either party may terminate this Agreement for breach upon 60 day's prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A.** Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B.** Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C.** The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A.** ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B.** Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.
- C.** Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of



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software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Village of Perry, NY

Gordon G. Bell, President

Authorized Signature

Date

Date



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Employee Assistance Program (EAP) | EXHIBIT A

Village of Perry, NY ("Client") 11/1/22-10/31/23

Service Charges and Payment

- A.** The total number of employees covered under this Agreement is **28**.
- B.** Client agrees to pay ESI the sum of **\$1,430.00** annually.
- C.** The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D.** Payment of the **Annual** premium is due upon receipt of the invoice.
- E.** Flat Rate listed above covers a census of **1** to **50**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F.** **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- G.** DOT required Substance Abuse Evaluations - **\$850.00** each.



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Employee Assistance Program (EAP) | AGREEMENT

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I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.



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- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes a comprehensive online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **GCN Compliance Training: No**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.

VII. Term

- A. This Agreement shall be effective from the Effective Date for an initial term of one (1) year. This Agreement shall automatically renew for consecutive 1-year terms thereafter, unless (i) either party notifies the other of its intent not to renew not later than 30 days prior to the expiration of the then-current term; or (ii) the Agreement is terminated as provided for in this Agreement. Any



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renewal shall be on the same terms and conditions as this Agreement, except that for each renewal, ESI may modify the financial terms as set forth in Section VIII herein.

- B.** Either party may terminate this Agreement for breach upon 60 day's prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A.** Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B.** Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C.** The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A.** ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B.** Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.
- C.** Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of



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software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Village of Perry, NY - PS

Gordon G. Bell, President

Authorized Signature

Date

Date



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Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | EXHIBIT A

Village of Perry, NY - PS ("Client") 11/1/22-10/31/23

Service Charges and Payment

- A.** The total number of employees covered under this Agreement is **9**.
- B.** Client agrees to pay ESI the sum of **\$585.00** annually.
- C.** The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D.** Payment of the **Annual** premium is due upon receipt of the invoice.
- E.** Flat Rate listed above covers a census of **1** to **50**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F.** **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.



**RESOLUTION APPROVING SUBMISSION BY THE PERRY COMMUNITY BAND FOR THE ARTS COUNCIL
FOR WYOMING COUNTY ARTS GRANT APPLICATION FOR 2023**

WHEREAS, the Village of Perry is the legal representative for the Perry Community Band; and

WHEREAS, the Perry Community Band wishes to apply for the Arts Council for Wyoming County Arts Grant for 2023; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the submission of the 2023 ACWC Community Arts Grant Application and authorizes the Mayor to sign the application.



Community Arts Grant Application 2023

This project is made possible with funds from the Statewide Community Re-grants Program, a regrant program of the New York State Council on the Arts with the support of the Office of the Governor and the New York State Legislature and administered by the Arts Council for Wyoming County.

Application

To be eligible to apply for a Community Arts grant or to be a sponsor for an artist or artist group, organizations must be based in Allegany or Wyoming County and have one of the following with proof of the same:

- A 501(c)(3) or New York State non-profit organization with an active board of trustees either incorporated in NYS or registered to do business in NYS
- A government or quasi-government entity, or tribal organization
- **OR**
- With approval from ACWC, an unincorporated entity who is working with an eligible fiscal sponsor or community-based partner is eligible
 - Lead applicants must be 18 years of age at the time of submission and may not be enrolled in a full-time undergraduate degree program
 - Project sponsors and partners, and the project itself, must be based in Allegany or Wyoming County

Please consult the Community Arts Grant Guidelines for more eligibility requirements. For further information, contact Linda Franke, ACWC Grants Coordinator, at (585) 237-3517 ext 102 or at franke@artswyco.org

Application Deadline: Friday, November 4, 2022. Application must be received at ACWC's office by 4 PM.

Application Checklist:

1. Attend an application seminar or set up an appointment for a meeting with the ACWC Grant Coordinator
2. Complete the application form, narrative and timeline. Be sure to sign (get sponsor signatures if applicable)
3. Obtain artist/art group resumes or CVs
4. Collect samples of previous work that supports your proposed project (5-10 images – photos or images on CD or DVD, labeled, with separate title sheet; 7-10 pages of manuscripts; 5-10 examples or pages of poems; OR 3-5 minute presentations on CD or DVD)
5. Ready proof of not-profit status
6. Collect Board of Directors roster (names and addresses)
7. Provide organizational financial information for the organization: audit, accountant prepared statements, or internal statements signed by board treasurer
8. If you are working with a sponsoring agency, get a letter of support from them as well
9. Submit your application and the accompanying materials to:

**ACWC Grants Coordinator
Arts Council for Wyoming County
31 South Main Street
PO Box 249
Perry, NY 14530**

APPLICATION

Project Title: 2023 Perry Community Band Performances

Legal Name of Organization: Village of Perry

Employee Identification Number (EIN): 166002501

Legal Mailing Address: 46 North Main St.,

City: Perry State: New York Zip: 14530

Contact Person #1: Eric Parker

#1 Email: esparker@frontiernet.net #1 Phone: 585 237 3001

Contact Person #2: Ray Suriani

#2 Email: rsuriani60@gmail.com #2 Phone: 585 261 5741

Fiscal Sponsor: Village of Perry

Community-Based Partner: _____

How many events will take place: 3-6 events being planned

How many artists will participate in the event(s): 40-65 artists

Dates and times project will take place: July, August, and December 2022

Target Audience: Greater Perry area, including much of Wyoming County, some Livingston Co. and Genesee Co.

Anticipated number of community members served: reaching 500-1000 total audience

Per Category: Children: 10%_ Teens: 10%_ Adults: 45%_ Seniors: 30%_ Special Needs: 5%_

What accommodations are in place for people with disabilities? All venues are accessible

NYS Assembly District: 147th_ NYS Senate District: 57th_ US Congressional District: 24th_

Has your organization ever applied to NYSCA: __No__ What year: ____n/a____

Organization Fiscal Year Runs: _n/a_

Year Organization was formed/incorporated: _n/a_

Proof of Not-For-Profit Status: *Please check one that applies and submit a copy of the document with this application.*

- ☐ US Internal Revenue Service 501(c)(3)
- ☐ NYS Charities Registration (Article 7A)
- ☒ Unit of Local Government
- ☐ NYS Not-For-Profit Corporation (Charter from Board of Regents S.216)
- ☐ Certificate of Incorporation under S.402 of the NYS Not-For-Profit Law

Please share your mission statement or briefly describe the purpose and activities of your organization:

_____The Perry Community Band provides amateur musicians with high quality practice, training, and performance opportunities for local and regional audiences. The band will provide 4 – 6 concerts or performances during the 2023 calendar year following monthly or bi-monthly rehearsals that will begin early in the calendar year.

Narrative:

Your proposal will be evaluated on the basis of this narrative, so be as thorough as possible, and be sure to include the goals and evaluation criteria for the project. Answer the questions in the order presented and number your corresponding responses. If you must submit your application in a hard copy format, your narrative should be no more than two single sided pages in size 12 font.

1. Describe your project. If you are applying to additional funding sources, please let us know what specifically you would like the Community Arts grant to fund.
2. What are its goals? What are the particular benefits to audience members, participants, the community and your organization?
3. How many people will be directly and actively involved in carrying out the project or event? What are their roles?
4. Why did your organization choose to carry out its project in this way (for example: choice of location, time of year, time of day, etc.)
5. How do you plan to advertise, promote and market your project (for example: advertising, press releases, website, flyers, email, outreach, etc. Please list publications)
6. How will you measure success?
7. **REPEAT PROJECTS ONLY:** Describe any changes you will make in your project this year, and the ways these changes will improve the project.

Narrative for Perry Community Band
ACWC Community Arts Grant application for 2023

- 1) Description of Project: In 2023, the Perry Community Band is planning to continue our cautious approach of innovative approaches to bringing together our 40-70 participating musicians, as well as our audiences of from 50 to several hundred, for regular rehearsals, small group performances, and full concerts. With hopes of continuing our successes of this past summer in reaching large and enthusiastic outdoor audiences, we plan to hold full band concerts, at least 3 or 4 open-air performances in the summer of 2023. We expect we will have one or two smaller group performances by musicians and audiences as well. We continually need to alter and expand our repertoire...with new music for old and new groupings of our performers. We anticipate new music will cost about \$1500 - \$2000 and promotion expenses and performance expenses of \$250 - \$350 per performance or activity. Total of Community Arts Grant request for 2023 is \$1900.
- 2) Goals: We are focusing on full band concerts, as well as smaller ensembles such as Commodore Brass, or a Flute, or woodwind ensemble group performing outdoors or indoors as conditions allow, each with a suitable repertoire of music. These groups will continue to meet for monthly rehearsals and skill building, and as possible, will schedule and promote appropriate and safe performances.

We plan to hold our concert events for full band in summer and December 2023.

Also, we are eager to provide entertainment to music lovers of all ages.
- 3) People: Active participants could range from the entire band membership of 50 +/- musicians, to smaller involvements of 5 – 10 performers with multiple performing opportunities.
- 4) Why this approach: To meet our goal of providing top quality musical entertainment, we will try to maximize opportunities to perform throughout the greater Perry area. Outdoor events were originally advanced because of pandemic concerns, but we have also overcome the problems of overcrowded performance locations and now only have to be weather conscious as we continue to serve our musicians and audiences.
- 5) Advertising and promotion: All available means are utilized in promoting our membership and our presentations, including local print, radio, and online promotion, all at such time as activities can be scheduled under reasonable safety precautions. Participation in our band is open to all serious amateur musicians and sustaining a band of our size and caliber requires continual outreach as does reaching and expanding our appreciative audience base.
- 6) Measuring success: Holding rehearsals and concerts in 2021 and 2022 was the first level of success in this environment. Fortunately, the uncertainty of a safe environment is somewhat diminished, and we are thankful that we have found ways to approach a normalcy in our performing plans. More events are envisioned for 2023, building on what we have accomplished over the last year. The Perry Community band is made up of dedicated performers and hosting venues and audiences seek our return and justify our efforts.
- 7) Past year changes: Our desired changes are to grow our audiences in 2023 while some participants are retiring and new talent is joining the band. There has been, an evolution of the operation of the Perry Community Band to be able to rehearse and perform in new and different types of venues. The mission of the PCB remains to “bring joy through music to the community” (performers and audiences, alike).

ACWC DEC GRANTS BUDGET SHEET		
Organization	Village of Perry, Perry Community Band	
Project Title	Perry Community Band Activities of 2023	
Project Revenue	Explanation	Total Income (\$)
Earned Income		
Admissions:		\$
Membership Dues:		\$
Tuition/Workshop Fees:		\$
Advertising Sales:		\$
Concessions:		\$
Other (Please describe):		\$
Other (Please describe):		\$
Other (Please describe):		\$
Other (Please describe):		\$
Other (Please describe):		\$
Contributed Income		
Individual Donations		\$700.00
Corporate Donations or Grants:		\$
Foundation Grants:		\$
Government Grants:		\$
Fundraising Events:		\$1,150.00
Organization's Contributions:		\$550.00
Other (Please describe):		\$
Other (Please describe):		\$
Other (Please describe):		\$
Other (Please describe):		\$
Other (Please describe):		\$
In-Kind Donations	440 hrs @\$20, 260 hrs @ \$45	\$20,600.00
	donated equip and supplies	\$3,200.00
	performance and rehearsal space, bookkeeping exp	
TOTAL:		\$26,200.00

Project Expenses	Explanation (If it is not visible without expanding, please use budget notes section)	Total Project Expenses (\$)	Grant Request (\$)
Administrative Personnel:		\$	\$
Artist Fees:		\$300.00	\$
Technical Fees:		\$200.00	\$
Space Rental:		\$300.00	\$
Equipment Rental:		\$450.00	\$
Consumable art supplies/Materials:	Music @ \$80-\$250/item	\$2,000.00	\$1,500.00
Printing/Postage:		\$300.00	\$
Advertising/Promotions:		\$590.00	\$290.00
Travel/Transportation:		\$50.00	\$
Other (Please describe):		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
In-Kind Donations		\$23,800	
TOTAL:		\$27,990.00	\$1,790.00
Total Expenses:		\$27,990.00	These 2 boxes should match
Total Revenue:		\$26,200.00	
Grant Request:		\$1,790.00	\$1,790.00
Does your budget balance?	YES		
% of Project Budget that is funded by this request	6.5%		

BUDGET NOTES:

Individual items of music for band and small ensembles at approx. \$100/title will cost between \$1500 and \$2500 and we are asking the Community Arts Grant committee to fund it at the lower total, with our greater needs to be raised through other fundraising efforts. We expect that our programming, printing, and website promotions to cost about \$1450 in 2023. This will include technology and software licensing updates that allow procurement of resources for promotion and online music.

Applicant's Signature and Date:

I certify that all statements made in this application are true to the best of my knowledge. I have read the guidelines of the ACWC Community Arts Grant Program and certify that this application complies with and is made subject to said guidelines. I certify that I reside in Allegany or Wyoming County and have done so for at least six months prior to the application deadline. I certify that I am at least 18 years of age, and that I am not enrolled as a full-time undergraduate student. I acknowledge that the Arts Council for Wyoming County is not liable for damage or loss of materials submitted.

Name (print): Eric S. Parker, Treasurer, Perry Community Band

Signature: Eric S. Parker as Treasurer

Date: 11/3/2022

Sponsoring Agency Representative, if applicable (*person legally eligible to obligate the not-for-profit organization*)

Name (print): _____

Signature: _____

Date: _____

**Sample program
and personnel
list from
Summer 2022**

Special Thanks

The Perry First United Methodist Church - Tony Hipes,
Pastor

Sue Ferris - Church Secretary

Diane McCullum, Linda Fields - Librarians

Eric Parker - Treasurer, Grants

James Wanke - Sound Technician

Doug Wilson - Public Relations

Shannon Drumma - Programs, Band Shirts

Rachel Decker - Facebook Administrator

Arts Council of Wyoming County

The Blue Dock on Silver Lake

Village of Leicester

Charcoal Corral, Rick Stefanon, Coordinator

Like and follow us on Facebook to stay
up-to-date with concerts and events!
The Perry Community Band



*Bringing Joy Through
Music to the Community*

Friday, July 8, 2022
Blue Dock on Silver Lake

Tuesday, July 26, 2022
Charcoal Corral

Wednesday, August 10, 2022
Leicester Gazebo Park



Music Director/Conductor: Raymond Suriani

The Stormchasers.....Robert Sheldon
Caravan.....Duke Ellington, Irving Mills, Juan Tizol, arr. by Richard Saucedo
****Big Band Spectacular**.....arr. by Jack Bullock
Solamente Una Vez.....Aguirre Agustin Lara, arr. by Robert Longfield
Blue Moon.....Richard Rodgers, Lorenz Hart, arr. by Warren Barker
* vocalist Chandra Downs
****Can't Buy Me Love**.....arr. by Paul Murtha
It Had Better Be Tonight..Henry Mancini, Johnny Mercer, arr. by Michael Brown

Intermission

Thriller.....Rod Temperton, arr. by Jay Bocook
****The Doors on Tour**.....arr. by Patrick Roszell
****Pop and Rock Legends: Elton John**..Elton John, Bernie Taupin, arr. by Ted Ricketts
****Bruno Mars Greatest Hits**.....arr. by Victor Lopez
Pop and Rock Legends: Chicago.....arr. by John Wasson
Flight of the Piase.....Robert Sheldon
Peacemaker March.....Karl L. King, arr. by James Swearingen

Thank you for joining us this evening!

** Selections will be included at the concerts on July 26th and August 10th.

Flute

Judy Chilson
Cheryl Conroy
Linda Field
Leah Gehrig
Charity Horncastle
Valerie Hulme
Diane McCallum
Helen Terry
Pamela Wentworth
Judy Winston

Oboe

Reagan Drumma

Clarinet

Maghon Barkley
Debbie Dawson
Shannon Drumma
Jackie Heeks
Dawn Mark
Emma McLaughlin
Sarah Schneckenburger

Alto Clarinet

Joanne Tumminello

Bass Clarinet

Karen Reamer

Alto Saxophone

Margaret Bubel
Grace Christiano
Maggie Finch
Indigo Freeman

Tenor Saxophone

Jacob Burlingame

Baritone Saxophone

Jack Hill

Trumpet

Bill Calkins
Gordy Davis
Bob Leader
Harold McMurry
Tom Quigley
Eric Parker
Bob Rex

French Horn

Rene Bell
Barb Meyer
Doug Wilson
Dean Winston
Daniel Zerbe

Trombone

Bill Lewis
Peter Mark
Gabriel Sommer
James Wanke

Euphonium

Brian Cox
Corey Danni
Devin Vogel

Tuba

Jason Decker
Matthew Stanton

Electric Bass

Scott Rissinger

Percussion

Sally Bliss
Margaret Durfee
Matthew Durfee
Simon Durfee
Jarrett Heubusch



RESOLUTION AUTHORIZING CHANGE ORDER #7 AND BUDGET AMENDMENT FOR THE VILLAGE HALL CAPITAL PROJECT

WHEREAS, Flynn Battaglia has presented Change Order #7 regarding the Village Hall Capital Project in the amount of \$5,469.18 for remobilizing equipment for the final elevator inspection; 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 additional charges of \$4,260.00 that was not covered by previous budget amendments; and

WHEREAS, the expenses paid to Flynn Battaglia for the Village Hall Master Plan were paid for out of the capital project budget but the funding had not been allocated to the project line; 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	\$ 36,656.98	
CREDIT:	A9901.9 Interfund Transfers		\$ 36,656.98
DEBIT:	A9950.9 Transfer to Capital Projects	\$ 36,656.98	
CREDIT:	A201 Savings		\$ 36,656.98
DEBIT:	CD201 Savings	\$ 36,656.98	
CREDIT:	CD5031 Interfund Transfers		\$ 36,656.98
DEBIT:	CD5031 Interfund Transfers	\$ 36,656.98	
CREDIT:	CD8666.2 Engineering/Architect Fees		\$ 28,927.80
CREDIT:	CD8666.22 Building Construction		\$ 7,729.18

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves Change Order #7 in the amount of \$5,469.18 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.

PCC CHANGE PROPOSAL / APPROVAL

Project No. & Name: 21-010 Perry Village Hall ADA Improvment	Architect Name: Flynn Battaglia	Arch Project No.:	CP # 17
General Contractor: Picone Construction Corporation			
Otis elevator previously mobilized all equipment for working on the elevator and items needed for the elevator inspection. Since the complete inspection could not occur due to the fire alarm items the items had to be removed and now need to be taken back to the site. See attached change proposal and email for additional information. Otis will not comback to the site nor schedule the inspection until the additional costs are approved.			
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>	
Otis Elevator	Elevator	\$	5,469.18
_____	_____	\$	0.00
_____	_____	\$	0.00
Subcontracts Subtotal:		\$	5,469.18
Contractors Commission on Total of Subcontracts @:		PCC Waiving Marku	\$ 0.00
Subtotal:		\$	5,469.18
Performance & Payment Bond Cost Fee (if applicable):		0.00%	\$ 0.00
TOTAL CHANGE PROPOSAL AMOUNT:		\$	5,469.18
Time Extension (supporting documentation attached)		Calendar Days	00
Contractor:	Architect:	Owner:	
Picone Construction Corp.	Flynn Battaglia Architects	Village of Perry	
Proposed By:	Approved By:	Approved By:	
	_____	_____	
Date	11/1/2022	Date:	_____



Otis Elevator Company
2 Townline Circle
Rochester, NY 14623
PH (585) 424-3030
Fax (585) 424-3046

November 1, 2022

Picone Construction
8680 Main Street
Williamsville, NY 14221

ADDITIONAL WORK/CHANGE ORDER

Project Name Village of Perry
PROJECT NO: F7ND3348

Project location: 46 North Main Street, Perry, NY 14530
CONTRACT NO: F7N1T211

Description of Additional Work/Change: Additional Labor, mileage and travel time to return to job site. (Re-Mobilization)

Labor: 1 1/2 team days (24 hours at 158.41 per hour) to include: **=\$3,801.84**

Packing up tooling from current job site
Retrieve weights for testing from current job site
4 hours of travel time (1 hour each way)
Return tooling to machine room on top floor of current job site
Return weights to current job site

Mileage:

Round trip mileage for use of box truck (two days)
57.7 miles each way x \$4.36 per mile:

=\$ 953.97

POH at 15%

=\$ 713.37

Total Add to Contract: **=\$5,469.18**

All work proposed hereunder shall be done pursuant to the terms and conditions of the existing contract between us and, except as modified herein, that contract remains in full force and effect.

Authorized Printed Name: _____ Customer Name: _____

Authorized Signature: _____ Title: _____ Date: _____

Authorized Printed Name: _____ Approved, for OTIS Elevator Company

Authorized Signature: _____ Title: _____ Date: _____

----- FOR OFFICE USE ONLY -----

Created
To NAA

To GC
Book Date

From GC
Bill Date

From: Trubia, Suzanne <Suzanne.Trubia@otis.com>
Sent: Tuesday, November 1, 2022 1:14 PM
To: John Burkhardt
Cc: Dunphy, Joseph; Leising, Andrew; acpicone@piconeconstruction.com
Subject: Perry Remobilization cost breakdown and info
Attachments:

Hi John,

This would cover everything, assuming the elevator passes inspection. Although the inspector consulted and answered questions, he did not charge for the first trip.

Tooling refers to all the trade tools that are on site for a project. In this case, they are located on the 14th floor of a job site and need to be packed up, removed, taken to Perry and then returned to that job. All tooling was previously delivered to Perry but had to be removed since inspection could not be completed due to the fire alarm issue.

The unit had not yet been inspected with the weights. The weights were at your site for adjustments, which is followed by the inspection, but moved when the inspection was unable to move forward due to the fire alarm issue. There are several weights that total 3500 lbs that are used for adjustments and now will be needed for the inspection to be sure it can transport the maximum load capacity.

Please let me know if you need any additional information.

Regards,

Sue Trubia
Project Manager

C: +1 585.474-4434

Otis Elevator
2 Townline Circle
Rochester, NY 14623
USA

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Village Hall ADA Project

<i>Revenue</i>	<i>Account</i>	<i>Original Budget</i>	<i>Amended Budget</i>
CD4910	Federal Aid - CDBG	\$ 300,000.00	\$ 300,000.00
	9/20/2021 Draw #1		\$ 6,270.00
	9/29/2021 Draw #2		\$ 32,160.82
	11/30/2021 Draw #3		\$ 32,873.80
	3/10/2022 Draw #4		\$ 90,107.65
	3/25/2022 Draw #5		\$ 56,748.25
	4/26/2022 Draw #6		\$ 24,371.77
	5/25/2022 Draw #7		\$ 29,464.73
	6/30/2022 Draw #8		\$ 26,742.66
HC2770	Balance to receive		\$ 1,260.32

CD5031	Interfund Transfers	\$ 189,100.00	\$ 354,520.93
	5/31/2021 Transfer from A		\$ 189,100.00
	12/1/2021 Budget Adjustment 7/19/2021		\$ 2,068.00
	12/1/2021 Budget Adjustment 7/19/2021		\$ 3,918.50
	5/1/2021 Budget Adjustment 3/7/2022		\$ 143,398.30
	5/1/2021 Budget Adjustment 5/16/2022		\$ 16,036.13
CD5031	Balance to receive		\$ -

Total Revenue Collected	\$ 653,260.61
Total Budgeted Revenue	\$ 654,520.93
Balance to receive	\$ 1,260.32

<i>Expense</i>	<i>Account</i>	<i>Original Budget</i>	<i>Amended Budget</i>
CD8666.20	Engineering/Architect Fees	\$ 57,300.00	\$ 57,300.00
	12/8/2020 FBA V#541 Ck#50328		\$ 15,144.00
	12/8/2020 FBA V#542 Ck#50328		\$ 3,511.04
	1/5/2021 FBA V#683 Ck#50438		\$ 6,737.50
	2/2/2021 FBA V#863 Ck#50546		\$ 8,429.70
	3/16/2021 FBA V#1065 Ck#50686		\$ 27,091.30
	4/6/2021 FBA V# Ck#50741		\$ 14,286.60
	11/7/2022 FBA V#909		\$ 8,027.66
	Estimated FBA remaining		\$ 3,000.00
	Total expenses		\$ 86,227.80
CD8666.20	Balance remaining		\$ (28,927.80)

CD8666.21	CDBG Administration	\$ 18,000.00	\$ 18,000.00
	10/20/2020 LaBella V#256 Ck#50152		\$ 3,200.00
	4/20/2021 LaBella V#1211 Ck#50809		\$ 3,200.00
	3/8/2022 LaBella V#1502 Ck#51841		\$ 3,200.00
	Remaining Labella		\$ 6,400.00
	Total expenses		\$ 16,000.00
CD8666.21	Balance remaining		\$ 2,000.00

CD8666.22	CDBG Construction	\$ 413,800.00	\$ 579,220.93
	9/24/2021 Picone Ck#501		\$ 6,270.00
	10/13/2021 Picone Ck#502		\$ 32,160.82
	10/5/2021 Stohl V#613 Ck#51372		\$ 3,318.75
	10/19/2021 Encorus V#626 Ck#51388		\$ 676.00
	11/16/2021 Stohl V#883 Ck#51507		\$ 1,920.00
	12/8/2021 Picone Ck#504		\$ 32,873.80
	12/7/2021 AAC Contracting V#964 Ck#51522		\$ 205.00
	12/21/2021 Picone V#1086 Ck#51607		\$ 6,495.44
	12/21/2021 Picone V#1087 Ck#51607		\$ 168,451.82
	1/19/2022 Encorus V#1240 Ck#51680		\$ 2,381.00
	2/8/2022 Encorus V#1347 Ck#51734		\$ 1,291.00
	2/8/2022 Picone V#1353 Ck#51757		\$ 21,271.47
	3/22/2022 Picone Ck#505		\$ 90,107.65
	3/8/2022 Encorus V#1501 Ck#51830		\$ 446.00
	3/8/2022 Stohl V#1509 Ck#51854		\$ 23,347.75
	4/4/2022 Picone Ck#506		\$ 56,748.25
	7/7/2021 DiMatteo V#1641 Ck#51047		\$ 250.00
	8/3/2021 DiMatteo V#237 Ck#51164		\$ 512.50
	5/9/2022 Picone Ck#507		\$ 24,371.77
	6/6/2022 Picone Ck# 508		\$ 29,464.73
	7/14/2022 Picone Ck# 509		\$ 26,742.66
	7/6/2022 Stohl Env. V#60 Ck#52223		\$ 4,260.00
	Remaining Picone contract		\$ 49,914.52
	Change Order #7		\$ 5,469.18
	Total expenses		\$ 588,950.11
CD8666.22	Balance remaining		\$ (9,729.18)

Total Expected Expenses	\$ 691,177.91
Total Budgeted Expenses	\$ 654,520.93
Balance remaining	\$ (36,656.98)

Village of Perry
Village Board Meeting
11/7/2022

Clerk/Deputy Treasurer Report

FY 2022-2023

Abstract #11

Vouchers #795 - 914

General Fund	\$ 370,861.09
Special Grant Fund	\$ 8,227.66
Water Fund	\$ 35,943.68
Sewer Fund	\$ 35,598.90
Capital Projects Fund	\$ 6,578.76
Trust & Agency	\$ 2,780.73
Silver Lake Watershed Commission	\$ 37.99
Total	\$ 460,028.81

- Vouchers were audited by Trustee Draper
- Prepaid to avoid late fees \$ 2,706.73
- Breakdown of Capital Projects:
 - Silver Lake Creek Footbridge \$ 1,490.01
 - Storm Drainage Project \$ 5,088.75
 - Village Hall ADA Improvements \$ 8,027.66
 - NYMS Grant \$ 200.00



Summary Statement

October 31, 2022

Page 1 of 11

Investor ID: NY-01-1059

0000628-0005225 PDF 468682

Village of Perry
46 N Main St
Perry, NY 14530

NYCLASS

NYCLASS

Average Monthly Yield: 2.8793%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1059-0001	GENERAL SAVINGS	468,554.87	0.00	0.00	1,147.58	3,927.55	469,153.88	469,702.45
NY-01-1059-0002	FIRE APPARATUS RESERVE	86,057.76	0.00	0.00	210.75	721.25	86,167.77	86,268.51
NY-01-1059-0003	REPAIR RESERVE	99,767.09	0.00	0.00	244.35	836.33	99,894.63	100,011.44
NY-01-1059-0004	EQUIPMENT RESERVE	206,267.49	0.00	0.00	505.21	1,729.03	206,531.21	206,772.70
NY-01-1059-0005	PARK CAPITAL RESERVE	10,094.09	0.00	0.00	24.72	84.63	10,106.99	10,118.81
NY-01-1059-0006	EMP. ACCRD BENEFITS RESERVE	38,561.15	0.00	0.00	94.46	323.32	38,610.45	38,655.61

Tel: (855) 804-9980

<https://www.newyorkclass.org/>

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	87,944.07	0.00	0.00	215.39	736.99	88,056.49	88,159.46
NY-01-1059-0008	SEWER RESERVE	163,508.58	0.00	0.00	400.44	1,370.61	163,717.60	163,909.02
TOTAL		1,160,755.10	0.00	0.00	2,842.90	9,729.71	1,162,239.02	1,163,598.00

GENERAL SAVINGS

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	468,554.87	0.00	0.00	1,147.58	3,927.55	469,153.88	469,702.45

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			468,554.87	
10/31/2022	Income Dividend Reinvestment	1,147.58			
10/31/2022	Ending Balance			469,702.45	

FIRE APPARATUS RESERVE

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	86,057.76	0.00	0.00	210.75	721.25	86,167.77	86,268.51

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			86,057.76	
10/31/2022	Income Dividend Reinvestment	210.75			
10/31/2022	Ending Balance			86,268.51	

REPAIR RESERVE

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	99,767.09	0.00	0.00	244.35	836.33	99,894.63	100,011.44

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			99,767.09	
10/31/2022	Income Dividend Reinvestment	244.35			
10/31/2022	Ending Balance			100,011.44	

EQUIPMENT RESERVE

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	206,267.49	0.00	0.00	505.21	1,729.03	206,531.21	206,772.70

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			206,267.49	
10/31/2022	Income Dividend Reinvestment	505.21			
10/31/2022	Ending Balance			206,772.70	

PARK CAPITAL RESERVE

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	10,094.09	0.00	0.00	24.72	84.63	10,106.99	10,118.81

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			10,094.09	
10/31/2022	Income Dividend Reinvestment	24.72			
10/31/2022	Ending Balance			10,118.81	

EMP. ACCRD BENEFITS RESERVE

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	38,561.15	0.00	0.00	94.46	323.32	38,610.45	38,655.61

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			38,561.15	
10/31/2022	Income Dividend Reinvestment	94.46			
10/31/2022	Ending Balance			38,655.61	

WATER RESERVE

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	87,944.07	0.00	0.00	215.39	736.99	88,056.49	88,159.46

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			87,944.07	
10/31/2022	Income Dividend Reinvestment	215.39			
10/31/2022	Ending Balance			88,159.46	

SEWER RESERVE

Account Summary

Average Monthly Yield: 2.8793%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	163,508.58	0.00	0.00	400.44	1,370.61	163,717.60	163,909.02

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			163,508.58	
10/31/2022	Income Dividend Reinvestment	400.44			
10/31/2022	Ending Balance			163,909.02	

NYCLASS

NYCLASS		
Date	Dividend Rate	Daily Yield
10/01/2022	0.000000000	2.6876%
10/02/2022	0.000000000	2.6876%
10/03/2022	0.000074182	2.7032%
10/04/2022	0.000075701	2.7631%
10/05/2022	0.000076427	2.7896%
10/06/2022	0.000077428	2.8211%
10/07/2022	0.000312104	2.8473%
10/08/2022	0.000000000	2.8480%
10/09/2022	0.000000000	2.8480%
10/10/2022	0.000000000	2.8480%
10/11/2022	0.000076442	2.7901%
10/12/2022	0.000077725	2.8370%
10/13/2022	0.000078036	2.8483%
10/14/2022	0.000235377	2.8637%
10/15/2022	0.000000000	2.8638%
10/16/2022	0.000000000	2.8638%
10/17/2022	0.000079048	2.8853%
10/18/2022	0.000079631	2.9053%
10/19/2022	0.000079481	2.9011%
10/20/2022	0.000080432	2.9358%
10/21/2022	0.000242616	2.9518%
10/22/2022	0.000000000	2.9518%
10/23/2022	0.000000000	2.9518%
10/24/2022	0.000080975	2.9556%
10/25/2022	0.000081907	2.9641%
10/26/2022	0.000081208	2.9641%
10/27/2022	0.000081925	2.9902%
10/28/2022	0.000246750	3.0021%
10/29/2022	0.000000000	3.0021%
10/30/2022	0.000000000	3.0021%
10/31/2022	0.000081774	2.9842%

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.**