



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, December 5, 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 – November 21, 2022
 - b. Resolution Approving Annual Service and Supply Maintenance Agreement with Eagle Systems, Inc.
 - c. Resolution Approving Retainer with Webster Szanyi, LLP
 - d. Resolution Authorizing the Relevy of Unpaid Village Taxes
 - e. Resolution Accepting Resignation of Laborer, James VanAllen
 - f. Resolution Accepting Resignation of Motor Equipment Operator, Andrew Lowery
 - g. Resolution Approving Budget Amendment to the 2022-2023 Village Budget
 - h. Resolution Approving Lease Purchase Agreement with Community First National Bank
 - i. Resolution Authorizing the Use of Fire Apparatus Reserve Fund and Budget Amendment to the 2022-2023 Village Budget
4. Clerk/Deputy Treasurer's Report
5. Department Reports
 1. Property Maintenance
 2. Zoning – Amortization Law
6. Trustee Reports
7. Executive Sessions
 1. to discuss the employment history of a particular individual
 2. to discuss the employment history of a particular individual
 3. to discuss collective negotiations

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
NOVEMBER 21, 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 21st day of November 2022.

PRESENT:	Rick Hauser	Mayor
	Daniel Draper	Trustee
	Jacquie Billings	Trustee
	Arlene Lapiana	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
	Christina Slusser	Village Clerk
	David DiMatteo	Village Attorney
	Eli McWhinney	Attorney
	Marlos Norman	DPW Foreman
GUESTS:	Lorraine Sturm	Perry Herald
	Tom Hagar	Hager Engineering
	Jeff Boorsma	MRB Group

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

PRESENTATIONS & BOARD ACTIONS

MINUTES

Motion to approve the minutes for the Regular Board Meeting on November 7, 2022 and the Special Board Meeting on November 10, 2022 was made by Trustee Lawrence, seconded by Mayor Hauser, and carried with the following vote:

Ayes	4
Nays	0
Abstain	1 (Billings)

RESOLUTION APPROVING PAYMENT #11 FOR VILLAGE HALL PROJECT

WHEREAS, the Village Administrator has received pay app #11 from the contractor for the Village Hall Project; and

WHEREAS, pay app #11 was received from the Picone Construction Corporation in the amount of \$19,474.23; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the following payment for Pay App #11 and directs the Village Clerk to submit a voucher for payment:

Picone Construction Corporation

\$19,474.23; and

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

There is still \$30,000 retainage left on the contract that will be paid. The Village is waiting for the final elevator inspection. The window is in but installation needs to be scheduled. The sign for the project is still up outside of the Village Hall and needs to remain up until the final payment is made. Motion to approve the resolution approving payment #11 for the Village Hall project was made by Trustee Lapiana, seconded by Trustee Billings, and carried unanimously.

RESOLUTION APPROVING PAYMENTS FOR WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village Clerk has received Pay App #18 from the general contractor, Crane-Hogan Structural Systems, Inc., for the wastewater treatment plant project in the amount of \$172,294.85 and

WHEREAS, the Village Clerk has received pay app #12 from the electrical contractor, M.W. Controls Service, Inc., for the wastewater treatment plant project in the amount of \$61,593.86; 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.	\$172,294.85
M.W. Controls Service, Inc.	\$61,593.86

The disinfection piece will likely be completed in spring of 2023. Trustee Lawrence made a motion to approve payments for the Waste Water Treatment Plant: \$172,294.85 to Crane Hogan and \$61,593.86 to M.W. Controls. This motion was seconded by Trustee Lapiana and carried with all voting aye.

RESOLUTION APPROVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM MRB GROUP FOR STORMWATER DRAINAGE IMPROVEMENTS

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

WHEREAS, the review committee recommended awarding the contract to MRB Group to provide engineering services for the CDBG Storm Drainage Improvements Project; and

WHEREAS, on August 22, 2022, the Perry Village Board of Trustees awarded the contract to MRB Group contingent upon the negotiation of a reasonable fee; and

WHEREAS, MRB has provided a proposal in an amount of \$83,000.00 for professional services for the CDBG Storm Drainage Improvement Project; and

WHEREAS, the project budget for engineering services is \$83,225.00; 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.

RFPs were received and reviewed by the Public Works Committee where MRB Group scored the highest. Administrator Marcy negotiated the fees to align with the previously determined budget. Motion was made by Trustee Draper to approve the proposal from MRB Group for engineering services for stormwater drainage improvements which was seconded by Trustee Lawrence, and carried with all voting aye.

RESOLUTION APPROVING THE 2023-2024 SNOW & ICE CONTROL AGREEMENT WITH WYOMING COUNTY

WHEREAS, the Village of Perry enters into an annual snow and ice control agreement with Wyoming County for the control of snow and ice on county highways; and

WHEREAS, Wyoming County has submitted the 2023-2024 agreement in an amount of \$6,629.72 being paid to the Village; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the 2023-2024 Snow and Ice Control Agreement with Wyoming County; and

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

Trustee Billings made a motion to approve the annual snow and ice control agreement with Wyoming County which was seconded by Trustee Lapiana and carried unanimously.

RESOLUTION AUTHORIZING SUBMISSION OF DESIGN AND ACCESS GRANT APPLICATION

WHEREAS, the Mayor of the Village of Perry is requesting approval to submit an application for a Design and Access grant through the Community Foundation of Greater Buffalo; and

WHEREAS, the grant application would request funding to support the boardwalk construction to Borden Ave; and

WHEREAS, the potential grant amount is \$50,000.00; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the Mayor to submit the Design and Access Grant Application through the Community Foundation of Greater Buffalo.

Mayor Hauser stated that the Village needs to identify additional funds to complete the boardwalk project and offered to complete the online grant application at no charge. Trustee Billings made a motion to adopt the resolution authorizing the submission of a Design and Access grant application which was seconded by Trustee Draper and carried with all voting aye.

RESOLUTION APPROVING EVENT REQUEST FOR HOLIDAY DELIGHTS FESTIVAL

WHEREAS, an event request form was submitted to the Village Clerk on November 18, 2022 for the annual Holiday Delights Festival for December 3, 2022 from 5:00pm to 8:00pm; and

WHEREAS, Main Street between Gardeau Street and Dolbeer Street will need to be closed from 4:00pm-9:00pm; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the event request for the Holiday Delights Festival; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Clerk to submit the application for the road closure.

This event request would normally go to the Parks Committee first, but in the interest of time, it is being presented to the Board first. The only known difference for the festival this year is that there will be a food truck in the festival plaza. Motion was made by Trustee Billings to approve the resolution approving the event request for the Holiday DeLights Festival which was seconded by Trustee Lawrence and carried unanimously.

CLERK/DEPUTY TREASURER'S REPORT

FY 2022-2023

Abstract #12

Vouchers #915 - 1001

General Fund	\$ 257,620.68
Special Grant Fund	\$ 800.00
Water Fund	\$ 18,226.27
Sewer Fund	\$ 22,625.56
Capital Projects Fund	\$ 255,371.29

Trust & Agency	\$ 1,187.34
Silver Lake Watershed Commission	\$ 121.81
Total	\$ 555,952.95

Motion was made by Trustee Lawrence to accept the clerk report and authorize payments in the amount of \$555,952.95 which was seconded by Trustee Lapiana and carried with all voting aye.

Financial reports were provided through October 2022.

The Village Hall was listed on the National Register of Historic Places. The Village contracted with the Landmark Society to complete the application, as it was a requirement for the EPF grant. Hopefully an announcement will be made by the end of the year on the EPF grant awards.

DEPARTMENT REPORTS

Reports were reviewed for DPW/Parks and Police with no action needed.

TRUSTEE REPORTS

At the Police Committee some local law language was reviewed for oversize vehicle parking on village streets. A law from the City of Schenectady was presented as an example which is coming to the Board recommended by the Police Committee in hopes to improve traffic safety. No formal action is needed. This will be referred to DiMatteo's office.

FIRE DEPARTMENT SCBA AIR PACKS FINANCING

A down payment for air packs for the Fire Department was previously approved. Mayor Hauser made a motion to authorize the Village Administrator to put together a 10-year package for financing which was approved by Trustee Billings and carried with all voting aye. Administrator Marcy will reach out to Community Leasing to try to get 10-year financing due to a lower interest rate but was told previously that 10-year financing is very difficult to get. The Village may need to contact BPD for a bond.

EXECUTIVE SESSION

Mayor Hauser made a motion to enter executive session at 8:03 pm for discussions regarding proposed, pending, or current litigation which was seconded by Trustee Draper and carried.

At 9:17 pm, Mayor Hauser made a motion to exit executive session which was second by Trustee Draper and carried with all voting aye.

Also at 9:17 pm, Trustee Draper made a motion to adjourn the meeting which was seconded by Trustee Billings and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

DRAFT



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

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

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

WHEREAS, the cost per page for the court printer is 0.0132 and the cost per page for the police department print is 0.009 billed quarterly; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approves the annual service and supply maintenance agreement with Eagle Systems, Inc. from January 29, 2023 until January 28, 2024.

MAINTENANCE CONTRACT

 CONTRACT NO:
 MM-EB4708

 CUSTOMER NO:
 EB4708

CUSTOMER PO NO:

Customer agrees to purchase and Eagle Systems, Inc. agrees to provide parts, labor, ink, toner, and toner collection containers unless specified otherwise below for the equipment listed in accordance with the terms and conditions of this contract. Maintenance Services exclude paper, staples and rollers in the event that billing for scans is omitted. Additional parts or services not covered are listed under the Exclusion Section on page two of the contract. All supplies provided in support of this contract are the property of Eagle Systems. Upon contract conclusion, supplies partially consumed, not surrendered to Eagle Systems in their original sealed box or found to be unusable will be invoiced at Eagle Systems' current pricing. NOTE: for support of software other than those cited in Section #4 of page 2 of this contract, an executed Network Integration Support Agreement is required.

BILL TO: CUSTOMER INFORMATION				SHIP TO: CUSTOMER INFORMATION			
Customer Name: VILLAGE OF PERRY				Customer Name: SAME AS BILL TO			
Billing Address: 46 NORTH MAIN STREET				Shipping Address:			
Address 2:				Address 2:			
City: PERRY		State: NY		Zip: 14530		City:	
State: NY		Zip: 14530		City:		State:	
City: PERRY		State: NY		Zip: 14530		City:	
CONTACTS:		Bill to:		Ship To:		Meter Readings:	
Contact Name:							
Phone Number:							
Email:							
MODEL	SERIAL NUMBER	ID#	LOCATION	ANNUAL PAGES INCLUDED			MIN. ANNUAL RATE
				BLACK/WHITE	COLOR	SCANS	
ES357	C2KC67143	E6790	COURT	24,000			\$316.80
ES3518A	CZKJ21272	E6990	POLICE	24,000			\$216.00
BILLING ☐ ANNUAL ☐ SEMI-ANNUAL ☒ QUARTERLY				B/W PER PRINT		COLOR PER PRINT	SCAN PER PAGE
EXCESS BILLING ☐ SEMI-ANNUAL ☒ QUARTERLY				.0132/.009			.002
INVOICE INFORMATION							
TERM: MONTHS or		PAGES		☒ AUTOMATED METER COLLECTION ☒ MANUAL METER COLLECTION billable @ \$45.00 per event		\$180.00	
Product Support Services		Includes remote login problem assessment, help desk phone support, operating system firmware updates, cloud performance monitoring system, automatic toner replenishment, automatic meter readings, and online service & supply request ordering system.				12 Months @ \$15.00/MONTH \$180.00	
☐ Back-Up Toner Option		Security Deposit required. Deposit refunded at conclusion of Agreement upon return of sealed, usable back-up toners issued by Eagle Systems, Inc.				☐ K ☐ C,Y,M,K	
Comments: COVERAGE BEGINS 01/29/2023 - MANUAL METER READ FOR E5790						☐ Eagle Eye Protection Plan	
INCLUDES: TRAVEL, LABOR, ☒ PARTS ☒ DRUMS ☒ BLACK TONER ☐ COLOR TONER EXCLUDES: PAPER & STAPLES (& rollers if billing for scans is omitted)						Schedule A (Attached) TOTAL	
MANUFACTURER'S PUBLISHED TONER YIELD:						TAX @ % EXEMPT	
1 CARTRIDGE PER		36,600 / 43,900		B/W PAGES		TOTAL	
1 CARTRIDGE PER				COLOR PAGES		\$892.80	
DECLINATION							
☐ Customer is declining maintenance on the equipment listed above				Signature:			
Title:		Date:		Printed Name:			
ACCEPTANCE							
THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.							
Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charge for the term of this Contract. When this Contract is signed by Customer and Eagle Systems, Inc., it shall constitute a binding contract and is non-cancelable. This Contract will begin on date of installation and will automatically renew annually thereafter unless Eagle Systems receives a written cancellation from the customer 60 days prior to the end of the term. You hereby acknowledge and agree that your use of an electronic signature below shall constitute an enforceable and original signature for all purposes.							
Customer				Eagle Systems, Inc.			
Printed Name:				Printed Name:			
Signature:				Signature:			
Title:		Date:		Title		Date:	

ADDITIONAL TERMS AND CONDITIONS

1. The Agreement will remain in force for the term indicated on the reverse side of this Agreement or if applicable, a specified number of pages produced on all copiers, printers and multifunctional products covered by this agreement, whichever occurs sooner. The Agreement will automatically be renewed annually thereafter unless a written cancellation notice is received from the Customer sixty (60) days prior to the end of the period.

2. **EXCLUSIONS:** All emergency service necessary to keep the Equipment in good working order will be performed by Eagle Systems, Inc. during its regular business hours (8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays) at no cost to Customer, provided that the Customer's Account is in good standing, i.e., paid to date and that such services shall not include the following:

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

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

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

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

(e) loss of printing or scanning functionality attributable to other than equipment failure including network intervention by the customer or customer's agent.

(f) work which Customer requests to be performed by Eagle Systems' personnel outside regular business hours, i.e. service performed on Saturdays, Sundays, Holidays and before 8:00 a.m. or after 5:00 p.m. weekdays.

All of the foregoing shall be invoiced in accordance with Eagle Systems, Inc.'s established per call rates and terms then in effect.

3. **REMEDIES:** If Customer does not pay the amount due hereunder: (1) Eagle Systems, Inc. may refuse to continue to service the equipment or furnish service on a C.O.D. "Per Call" basis, and (2) the Customer agrees to pay Eagle Systems, Inc.'s costs and expenses of collection, including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder.

Relocation: Should the equipment be moved to a location which is more than twenty-five (25) miles, but, not more than forty (40) miles from Eagle Systems, Inc.'s nearest service center, there will be an appropriate adjustment in the annual rate payable for service to the equipment. Eagle Systems, Inc. shall have no obligation to service equipment which is moved to a location more than forty (40) miles from Eagle Systems Inc.'s nearest service center.

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

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

Fuel Surcharge: Should the national average fuel cost as reported by the United States Energy Information Administration rise by more than 10% after the Effective Date of this agreement, Customer agrees Eagle Systems has the right to impose a fuel surcharge.

Escalation: Upon the Agreement's annual anniversary date, and every annual anniversary date thereafter, Eagle Systems reserves the right to increase the minimum payment or per page & scan billable rate in accordance with increased cost of operations.

Assignment: This Agreement shall not be assignable by Customer without Eagle Systems, Inc.'s prior written consent, and any attempted assignment without such consent shall be void.

Supplies: Customer agrees to pay freight charges associated with shipping of supplies. Based on yields published by the manufacturer, should Eagle Systems determine that supplies provided the customer exceed normal usage by more than fifteen percent (15%), customer further agrees to pay for all excess supplies provided at Eagle Systems' current rates

4. **PRODUCT SUPPORT SERVICES:** Eagle Systems will provide remote login problem assessment and help desk phone support to assist customer's staff with questions from users, key operators and administrators. May include cloud performance monitoring system, automatic meter reading, automatic toner replenishment, and firmware updates contingent on product(s) covered by agreement and selected contract options. Requests for on-site service and product support are available by calling the Help Desk @ 716-893-0506 Monday-Friday 8:00 a.m.- 5:00 p.m. excluding holidays.

Visit www.eagleny.com for online submission of meter readings and service & supply requests.

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

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

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



RESOLUTION APPROVING RETAINER WITH WEBSTER SZANYI, LLP

WHEREAS, the Village of Perry has engaged with Webster Szanyi, LLP for general employment matters; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the retainer with Webster Szanyi, LLP for services related to general employment matters as needed to be hourly based on the rates outlined in the attached agreement; and

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



Melanie J. Beardsley
Partner

November 21, 2022

Via Email

Rick Hauser, Mayor
Village of Perry
46 N. Main Street
Perry, NY 14530

Re: Labor and Employment Matters

Dear Mayor Hauser:

Thank you for selecting Webster Szanyi LLP in connection with general employment matters for the Village of Perry as needed. The terms of our representation are set forth in this letter.

I will be principally responsible for services provided to the Village. As circumstances warrant, however, other attorneys may be assigned to work with me on your matters.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances and the size of the matter, among other factors. Partners will be billed at \$275.00 per hour. Senior Associates will be billed at \$245.00 per hour, Associates at \$225.00 per hour and paralegals at \$120.00 per hour. We will always endeavor to use lawyers with the lowest billing rates for the tasks that are suitable to their level of experience and expertise. Our rates are reviewed annually and may be increased during the course of our representation. We will bill you monthly for both fees and other charges including all disbursements incurred by us on your behalf.

Conclusion of Representation; Disposition of Documents. Unless previously terminated, our representation in this matter will terminate upon our sending you our final statement for services rendered in this matter. At your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own file pertaining to the matter will be retained by us. For various

reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. Depending on the resolution of your matter (verdict, settlement, etc.), we may dispose of more or less materials, but we will maintain relevant materials for seven years following the conclusion of our representation, after which time all of the materials will be disposed of without further notice to you unless you contact us prior to this time and request that the materials be returned to you.

I am enclosing a Statement of Client's Rights which applies to all lawyers in New York State. Please contact me immediately if you ever feel that we are not living up to these requirements.

Please sign this letter in the space provided and return it to me.

Again, thank you for the opportunity to continue to serve you.

Very truly yours,



Melanie J. Beardsley

MJB:pst
enclosure

Agreed to and accepted:

By: _____
Rick Hauser, Mayor

Date: _____



RESOLUTION AUTHORIZING THE RELEVY OF UNPAID VILLAGE TAXES

WHEREAS, the Village of Perry Tax Collector has provided the total amount of unpaid Village of Perry taxes for the 2022 Tax Roll in an amount of \$164,835.13; and

WHEREAS, the unpaid Village taxes are subject to relevy and collection pursuant to resolution duly adopted by the Village of Perry Board of Trustees; and

BE IT RESOLVED, that the Village Clerk of the Village of Perry is hereby authorized and directed to relevy any and all unpaid Village taxes; and

BE IT RESOLVED, that the Village of Perry Board of Trustees authorize the Deputy Treasurer and Treasurer to sign the 2022 Affidavit of Collector.

VILLAGE TAX RETURN
For 2022
AFFIDAVIT OF COLLECTOR

STATE OF NEW YORK)

COUNTY OF WYOMING) SS:

I, Christina Slusser Deputy Treasurer of Perry Village,
being duly sworn, do depose and swear that the statement of Returned Village Taxes, amount
of which is \$ 164,835.13 and \$ 0.00 for delinquent fees – (The \$1 or \$2 charge for sending
out the second notices; put zero if you do no charge this fee) is a true account of the taxes
remaining unpaid upon the tax roll of said village which bears the warrant date
April 18, 2022, required by New York State Real Property Tax laws 1436 and 1442,
that after diligent efforts, I have been unable to collect the same, and that the rate used to
compute said taxes was: 15.002984 For Perry and 16.188555 For Castile

Sworn to and subscribed before me this
____ Day of _____, 2022

Clerk/Deputy Treasurer

Notary Public; Justice of the Peace

*This is to certify that this statement of unpaid taxes for the year stated hereon has been
compared with the original tax roll, as required by New York State Real Property Tax law
1436; that it is a true transcript thereof.*

Sworn to and subscribed before me this
____ Day of _____, 2022

Village Administrator/Treasurer

Notary Public; Justice of the Peace



RESOLUTION ACCEPTING RESIGNATION OF LABORER, JAMES VANALLEN

WHEREAS, Mr. James VanAllen has tendered his resignation from the position of Laborer effective November 30, 2022; and

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



RESOLUTION ACCEPTING RESIGNATION OF MOTOR EQUIPMENT OPERATOR, ANDREW LOWERY

WHEREAS, Mr. Andrew Lowery has tendered his resignation from the position of Motor Equipment Operator effective December 1, 2022; and

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

December 1, 2022

RECEIVED

DEC 01 2022

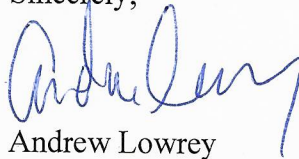
Village of Perry
Perry, New York

Rick Hauser, Mayor
Village Board of Trustees
Village of Perry
46 North Main Street
Perry, New York 14530

Dear Mayor Hauser:

By this letter, I hereby submit my irrevocable letter of resignation from my employment with the Village of Perry effective immediately.

Sincerely,



Andrew Lowrey



RESOLUTION APPROVING BUDGET AMENDMENT TO THE 2022-2023 VILLAGE BUDGET

WHEREAS, the Village of Perry Board of Trustees approved a Bond Anticipation Note for the Police Ford Explorer Hybrid on June 20, 2022; and

WHEREAS, the Village Administrator is proposing the following budget amendment to the 2022-2023 Village Budget; and

INCREASE REVENUE: A5730 (BOND ANTICIPATION NOTES) \$57,467.15

INCREASE EXPENSE: A3120.2 (POLICE EQUIPMENT) \$57,467.15

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the budget amendment for the purchase of the Ford Explorer Hybrid.



RESOLUTION APPROVING LEASE PURCHASE AGREEMENT WITH COMMUNITY FIRST NATIONAL BANK

WHEREAS, the Village of Perry Board of Trustees authorized the Village Administrator to provide a 10-year repayment of \$186,235.00 for the remaining amount owed for the purchase of SCBA Air Packs for the Fire Department; and

WHEREAS, Community First National Bank has offered a 10-year lease purchase agreement with a yearly payment of \$23,587.36 and the first payment due on July 1, 2023; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the Lease Purchase Agreement with Community First National Bank and authorizes the completion of the necessary documents.



**RESOLUTION AUTHORIZING THE USE OF FIRE APPARATUS RESERVE FUND AND BUDGET AMENDMENT
TO THE 2022-2023 VILLAGE BUDGET**

WHEREAS, the Perry Village Board of Trustees held a public hearing on October 17, 2022 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 Perry Village Board of Trustees approved a resolution on October 31, 2022 for the transfer and use of \$25,000 from the Fire Apparatus Reserve Fund to the General Fund towards the purchase of 27 SCBA air packs; and

WHEREAS, the use of the Fire Apparatus Reserve Fund was subject to permissive referendum; and

WHEREAS, there has been no petition opposing the use of the reserve funds within 30 days after the adoption of the resolution; and

WHEREAS, the Village Administrator is proposing the following budget amendment to the 2022-2023 Village Budget; and

INCREASE REVENUE: A5031 (INTERFUND TRANSFER) \$25,000.00

INCREASE EXPENSE: A3410.2 (FIRE EQUIPMENT) \$25,000.00

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the payment of \$25,000.00 to Churchville Fire Equipment for the purchase of the air packs following no petition in opposition.

**Village of Perry
Village Board Meeting
12/5/2022**

Clerk/Deputy Treasurer Report

FY 2022-2023

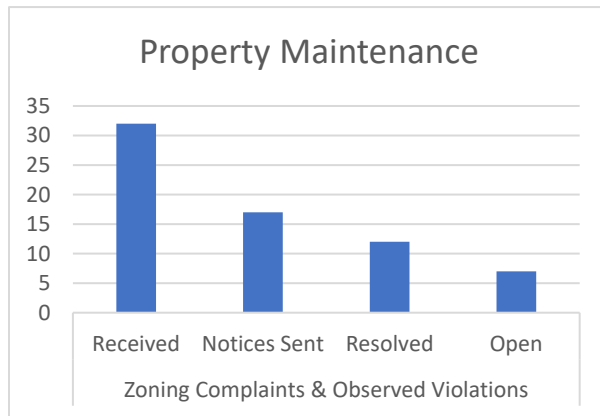
Abstract #13

Vouchers #1002 - 1059

General Fund	\$ 82,661.71
Special Grant Fund	\$ -
Water Fund	\$ 10,550.64
Sewer Fund	\$ 6,615.47
Capital Projects Fund	\$ 11,290.05
Trust & Agency	\$ 2,230.04
Silver Lake Watershed Commission	\$ 239.93
Total	\$ 113,587.84

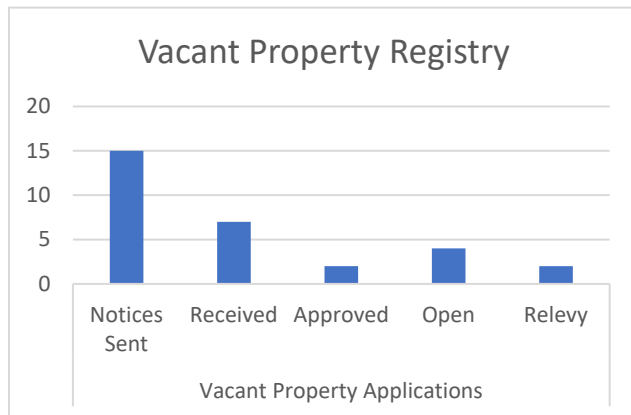
- Vouchers were audited by Trustee Lapiana
- Prepaid to avoid late fees \$ 593.55
- Breakdown of Capital Projects:
 - Silver Lake Creek Footbridge \$ 5,917.55
 - CDBG Storm Drainage Improvements \$ 4,885.00
 - WWTP Improvements \$ 487.50

Property Maintenance at a Glance



Types of violations include:

- Structurally Unsound (most common)
 - Broken window, gutters, porches, railings, leaders, fence, caving accessory buildings etc.
- Natural growth
 - Dead trees, overgrowth or through a structure
- Unregistered vehicles
- Building without a permit



*Most open cases are waiting on more information before they can be approved, property owners have been working with us to complete their registration. Only two property owners have not responded that we have contacted (Scheduled to relevy fees).

Systems and Procedures Restructured or Created:

- Vacant Property Registry, Invoicing system & timeline
- Thank you letter for meeting requirements of citations
- Extension letters letting residents know when property maintenance will resume after winter months
- Observed Violation Letter, 2nd notice of apparent violation, goes to ZEO for 10-day letter
- Work to secure a network & system to help residents who need resources to bring property into compliance (open to recommendations)

Moving Forward

Most of the violations sent so far have been generated from either a complaint or a recommendation from the problem properties task force. The winter months will be used to canvas each of the zones and note any observed violations. This has not been done in about 5 years according to records. Whichever zone has the highest number of apparent violations, will be the starting point come spring.

Respectfully Submitted,

Brittni Kwiecien