

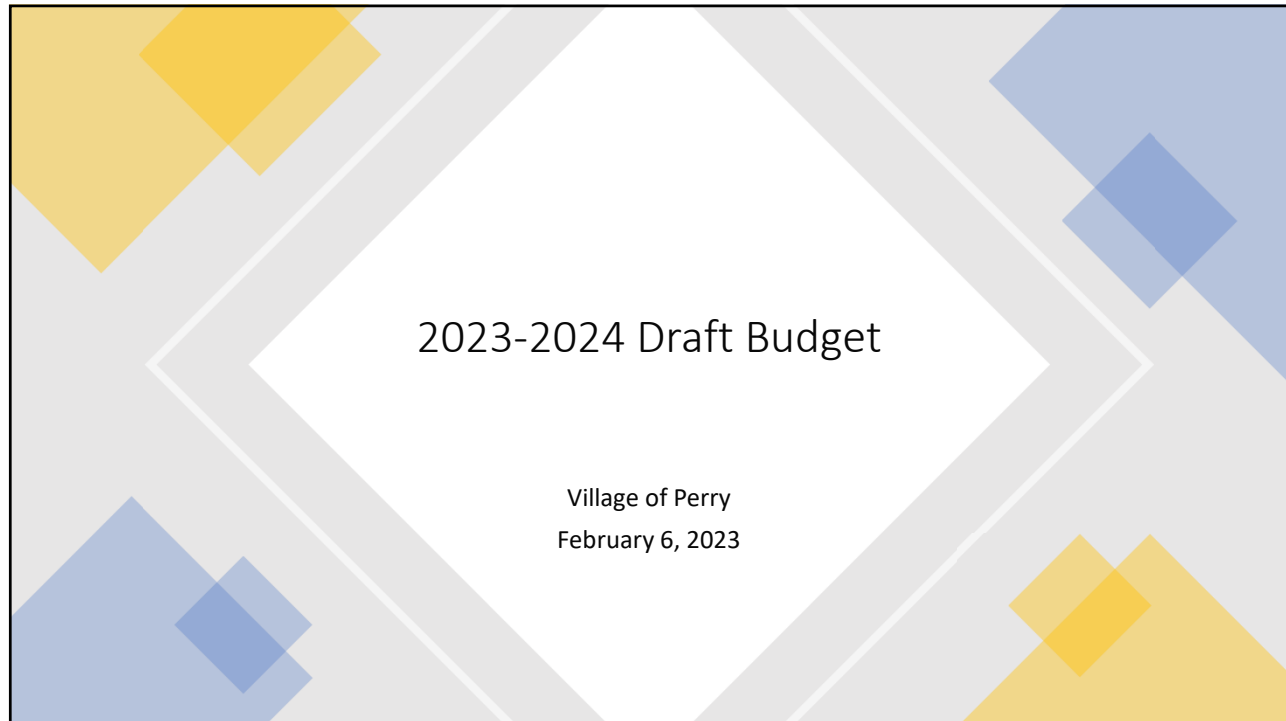


Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, February 6, 2023 • 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. 2023-2024 Budget Presentation – Village Administrator
 - b. Approval of Minutes – January 17, 2023
 - c. Resolution Accepting Resignation of Planning Board Member, Brian Parker
 - d. Resolution Appointing Election Inspectors for the March Village Election
 - e. Resolution Approving Cultural Services Agreement with the Arts Council for Wyoming County for Perry Community Band
 - f. Resolution Approving Grant Disbursement Agreement Amendment for 2019 Downtown Perry Restore IV, Project #AB752
 - g. Resolution Approving Request from the Perry Temple Corporation
 - h. Resolution Approving Agreements with BPD, Inc. for Financial Consulting Services and Municipal Advisor Services for the Water Treatment Plant Project
 - i. Resolution Acknowledging Examination of Court Records for the Fiscal Year Ending May 31, 2022
 - j. Resolution Authorizing Execution of the UV Disinfection Grant Agreement for the Wastewater Treatment Plant Project
 - k. Resolution Appointing Village Prosecutors, David M. DiMatteo, David M. Roach, and Elijah H. McWhinney
 - l. Resolution Approving Proposal from Davey Resource Group for Ecological Consulting Services in Relation to the Boardwalk Project
 - m. Resolution Authorizing Time Extension Change Orders for the Wastewater Treatment Plant Project
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session, as requested



1

General Fund Revenues

Revenue	2022-2023 Budget	2023-2024 Draft Budget
Taxes	\$2,196,931	\$2,315,111
PILOTS and penalties	\$98,295	\$70,786
Franchise and Gross Receipts tax	\$53,000	\$53,000
Departmental Income	\$14,450	\$15,500
Intergovernmental charges	\$145,880	\$147,100
Interest and rental of property	\$5,450	\$50,800
Games of Chance	\$75	\$75
Fines and fees	\$120,000	\$120,000
Sale of Equipment	\$17,000	\$16,000
State Aid	\$158,057	\$254,057
Federal Aid	\$2,500	\$2,500
Total	\$2,811,638	\$3,044,929

2

General Fund Expenditures

Expenditures	2022-2023 Budget	2023-2024 Draft Budget
Personnel	\$1,110,915	\$1,185,042
Capital	\$207,250	\$295,000
Contractual	\$856,439	\$831,750
Debt	\$72,140	\$94,990
Benefits	\$529,894	\$573,000
Transfer to Capital Projects	\$35,000	\$0
Total	\$2,811,638	\$2,979,782
	<i>Draft Budget Surplus</i>	<i>\$65,147</i>

3

General Fund – Additional Items for Consideration

Department	Request	Impact on Budget
Buildings	Village Hall renovations	\$50,000
DPW	Dump Truck (financing through USDA-15 years)	\$13,000
	MEO vs. Laborer	\$12,000
	Leaf Machine	\$67,000
	Ford F250 Pick Up	\$52,000
Sidewalks	Sidewalk Express	\$9,500
	Repairs throughout Village	\$40,000

4

General Fund – Additional Items for Consideration

Comm Beautification	Holiday Lights	\$6,000
	Seasonal banners	\$5,000
Parks	Memorial Park upgrades and trail improvements	\$34,000
	Hauck court fencing	\$35,000
	Zero turn mower	\$18,000
	Extend pavement in Village Park near old tennis courts	\$9,000
	Playground equipment at Beach	\$15,000
	Park Ave Planning Services	\$20,000
	Dump Trailer (shared with DPW)	\$14,000

5

General Fund Estimated Reserves and Fund Balance

Account	Balance
<i>Restricted Reserves</i>	
Equipment Reserve (as of 2/1/23)	\$208,765
Fire Apparatus Reserve (as of 2/1/23)	\$87,100
Repair Reserve (as of 2/1/23)	\$100,975
Employee Benefits and Accrued Liabilities Reserve (as of 2/1/23)	\$39,028
Park Capital Reserve (as of 2/1/23)	\$10,216
<i>Fund Balance</i>	
Unassigned (<i>projected</i>)	\$420,109
<i>Total General Fund Balance</i>	<i>\$866,193</i>

6

American Rescue Plan Act (ARPA) Funding

\$357,742 received, spent \$65,000, remaining = \$292,742

Prior discussions include allocating money towards:

- Boardwalk = \$75,000
- Paving and sidewalks = \$63,000

Estimated remaining = \$154,742

- Paving municipal lot (Main St.) / parking spots only = \$60,320 / \$20,700
- Paving sewer plant = \$50,000
- Bradford St sidewalk / retaining wall = \$70,000 / \$40,000
- Boardwalk = \$75,000
- DPW or Parks Equipment

7

Metered Water Sales (F2140) and Sewer Rents (G2120) Historical Data

Water: 2019-2020	2020-2021	2021-2022	2022-2023 Budget	2023-2024 Draft Budget
\$587,365	\$722,764	\$681,820	\$735,000*	\$779,395

*2022-2023 water sales actual through 12/31/2022 = \$476,557
64.8% earned, 58% billed

Sewer: 2019-2020	2020-2021	2021-2022	2022-2023 Budget	2023-2024 Draft Budget
\$667,206	\$750,139	\$835,554	\$919,257*	\$1,051,020

*2022-2023 sewer rents actual through 12/31/2022 = \$534,697
58.2% earned, 58% billed

8

Water Fund Revenues

Revenue	2022-2023 Budget	2023-2024 Draft Budget
Department Income	\$743,100	\$787,395
Intergovernmental charges	\$9,400	\$9,400
Interest	\$150	\$1,950
Sale of Equipment	\$0	\$0
Appropriated Fund Balance	\$29,475	\$0
Total	\$782,125	\$798,745

9

Water Fund Expenditures

Expenditures	2022-2023 Budget	2023-2024 Draft Budget
Personnel	\$269,450	\$273,450
Capital	\$152,000	\$105,000
Contractual	\$203,500	\$252,320
Debt	\$63,375	\$61,125
Benefits	\$93,800	\$106,850
Total	\$782,125	\$798,745

10

Water Fund Reserves and Fund Balance

Account	Balance
<i>Restricted Reserve</i>	
Water Reserve (as of 2/1/23)	\$89,009
<i>Fund Balance</i>	
Unassigned (projected)	\$619,302
<i>Total Water Fund Balance</i>	<i>\$708,311</i>

11

Sewer Fund Revenues

Revenue	2022-2023 Budget	2023-2024 Draft Budget
Department Income	\$995,410	\$1,067,520
Intergovernmental charges	\$55,000	\$88,942
Interest	\$150	\$3,200
Total	\$1,050,560	\$1,159,662

12

Sewer Fund Expenditures

Expenditures	2022-2023 Budget	2023-2024 Draft Budget
Personnel	\$265,150	\$273,150
Capital	\$77,000	\$47,000
Contractual	\$289,260	\$327,257
Debt	\$350,000	\$433,905
Benefits	\$69,150	\$78,350
Total	\$1,050,560	\$1,159,662

13

Sewer Fund Reserve and Fund Balance

Account	Balance
<i>Restricted Reserve</i>	
Sewer Reserve (as of 2/1/23)	\$165,489
<i>Fund Balance</i>	
Unassigned (projected)	\$484,124
<i>Total Sewer Fund Balance</i>	<i>\$649,613</i>

14

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
JANUARY 17, 2023**

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 January 2023.

PRESENT:	Rick Hauser Jacquie Billings Arlene Lapiana Ernie Lawrence	Mayor Trustee Trustee Trustee
ALSO PRESENT:	Samantha Marcy Christina Slusser	Administrator Village Clerk
GUESTS:	Crista VanAllen	Perry Herald
ABSENT:	Daniel Draper	Trustee

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

PUBLIC COMMENT

No comments.

PRESENTATIONS & BOARD ACTIONS

MINUTES

Trustee Lawrence made a motion to approve the minutes from the last regular Board Meeting on January 3, 2023 which was seconded by Trustee Lapiana and carried with all voting aye.

RESOLUTION APPROVING PAYMENTS FOR WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village Clerk has received Pay App #20 from the general contractor, Crane-Hogan Structural Systems, Inc., for the wastewater treatment plant project in the amount of \$70,481.45 and

WHEREAS, the Village Clerk has received pay app #14 from the electrical contractor, M.W. Controls Service, Inc., for the wastewater treatment plant project in the amount of \$26,837.50; and

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

Crane-Hogan Structural Systems, Inc.	\$70,481.45
M.W. Controls Service, Inc.	\$26,837.50

Motion to adopt the resolution approving payments for the Wastewater Treatment Plant Project was made by Trustee Billings, seconded by Trustee Lapiana, and carried unanimously.

RESOLUTION ACCEPTING RESIGNATION OF MOTOR EQUIPMENT OPERATOR, DOUG JONES

WHEREAS, Mr. Doug Jones has tendered his resignation from the position of Motor Equipment Operator effective January 13, 2023; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the resignation of Mr. Jones and extends their appreciation to Mr. Jones for 20 years of service to the Village of Perry and wishes him well with his retirement.

Trustee Lapiana made a motion to accept the resignation of MEO, Doug Jones which was seconded by Trustee Lawrence, and carried with all voting aye.

RESOLUTION APPOINTING PLANNING BOARD MEMBER, DENNIS HUFF

WHEREAS, the Village of Perry has a vacancy on the Planning Board; and

WHEREAS, the Mayor of the Village of Perry is recommending approval for the appointment of Mr. Dennis Huff residing at 13 Walker Road, Perry New York, to be appointed to the term expiring March 31, 2027; and

BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approve the appointment of Mr. Dennis Huff to the Planning Board with a term expiring March 31, 2027.

There are current and pending vacancies on the Planning Board and ZBA which were advertised in the Perry Shopper and online. Dennis Huff submitted an application and Mayor Hauser reached out to Mr. Huff to discuss his background and experience. Mayor Hauser made a motion to adopt the resolution appointing Planning Board member Dennis Huff which was seconded by Trustee Lawrence and carried unanimously.

**RESOLUTION ACCEPTING 2022 BIPARTISAN INFRASTRUCTURE LAW FUNDING FOR WATER
TREATMENT PLANT PROJECT**

WHEREAS, the Village of Perry has received funding through the New York State Department of Health 2022 Bipartisan Infrastructure Law General Supplemental funding through the Drinking Water State Revolving Fund for the Water Treatment Plant Project; and

WHEREAS, the Village of Perry has received notification of the grant award in an amount not to exceed \$2,000,000.00 to supplement the New York State Water Infrastructure Improvement Act (WIIA) grant; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby accepts the grant award not to exceed \$2,000,000.00 and authorizes the Mayor to execute the grant award.

This resolution serves as formal acceptance of supplemental grant funds for the WTP project. The next step will be an RFQ for services while BPD works on the rate study. There is discussion on pulling the water tank out as a secondary item for the project. Trustee Lawrence made a motion to approve the resolution accepting the 2022 Bipartisan Infrastructure Law funding which was seconded by Trustee Lapiana and carried with all voting aye.

CLERK/DEPUTY TREASURER REPORT

FY 2022-2023

Abstract #16

Vouchers #1233 - 1325

General Fund	\$ 139,330.74
Special Grant Fund	\$ -
Water Fund	\$ 24,001.29
Sewer Fund	\$ 25,527.92
Capital Projects Fund	\$ 109,173.06
Trust & Agency	\$ 4,147.56
Silver Lake Watershed Commission	\$ -
Total	\$ 302,180.57

Vouchers were audited by Trustee Lawrence. Trustee Billings made a motion to approve payment of abstract #16 in the amount of \$302,180.57 which was seconded by Trustee Lapiana and carried with all voting aye. NYCLASS balances and detailed revenues and expenditures through December 2022 were also provided.

DEPARTMENT REPORTS

The Village of Perry Tree Board submitted an updated Master Plan. The Board requested to have Dan Zerbe present the plan to the Board at an upcoming meeting. Warsaw is interested in replicating the work being done by the Tree Board in Perry. Mr. Zerbe put together a power point presentation.

DPW/Parks

Highlights of 2022:

- New Elm St. water service which included removal of 1 fire hydrant that didn't have sufficient pressure for fire protection and added 2 that are well above pressure standards for fire protection, also included sewer and sidewalk repairs.
- Six streets were paved: Fruit, Genesee, E. Genesee, Elm, Crane, and Water St.
- Ground cleared and existing fence removed for installation of a guide rail on Park Place
- Assisted with Serpent Mound installation
- Beach line reconstructed and drainage pipe added
- Assisted with footbridge installation
- Assisted Camp Hard Hat with building 2 lean-tos along the outlet trail
- New playhouse at the Village Park and assisted Eagle Scout Josh Smith with building a new Gaga ball pit
- Culvert work began behind old bus garage to continue next summer
- Planted 63 new trees ordered by the Tree Board
- Installed 68 new street signs and 36 new no parking/stop/dead end signs throughout the Village

WTP/WWTP

It was noted that chemical costs have increased significantly. Chlorine is up from \$1.65 to \$3.25 per gallon. This will be taken into consideration during budget discussions.

Police

Highlights of 2022:

- Purchase of a Tesla
- Purchase of a Hybrid Explorer
- Addition of a full time officer position
- Community services trailer added to the fleet to assist with the car seat program
- 3rd annual Stuff the Cruiser
- Raptor system in the school to enhance security (first in the area)
- 2023 Ford Explorer was ordered
- Live scan (fingerprint) system was purchased with 100% state grant funds

TRUSTEE REPORTS

Trustee Lawrence reported that the landlord of Letchworth Cable Access has found a new tenant. Letchworth Cable Access has occupied the space since the 1980s. LCA had to pay a severance fee to terminate the lease early. The Town of Perry stepped up to provide a new office space and helped with moving equipment. All of the VHS tapes will be donated to the county historian. LCA must vacate the space a week from Friday.

Trustee Billings noted that DPW, water, and sewer had their budget kick off meeting. Thursday is the Silver Lake Watershed Commission (SLWC) organizational meeting. Steve Perkins will be present to provide an update on dredging and the LWRP grant with the county. Administrator Marcy is attending the Wyoming County Water Resource Agency meeting tomorrow.

EXECUTIVE SESSION

With nothing more for regular session, motion was made to enter executive session to discuss proposed, pending, or current litigation at 8:03 pm by Mayor Hauser which was seconded by Trustee Lapiana and carried with all voting aye.

At 8:40 pm, Mayor Hauser made a motion to exit executive session which was seconded by Trustee Lapiana and carried.

Regarding police vehicles, the Tesla is in the shop and should be back in service at the end of the week. The hybrid stopped working with 3,000 miles on it due to engine problems. It will need a new motor. The new explorer is a couple weeks out from delivery.

Motion to adjourn was made by Mayor Hauser at 8:42 pm which was seconded by Trustee Lapiana and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION ACCEPTING RESIGNATION OF PLANNING BOARD MEMBER, BRIAN PARKER

WHEREAS, Mr. Brian Parker, due to change in residency, has vacated his seat on the Planning Board; and

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



RESOLUTION APPOINTING ELECTION INSPECTORS FOR THE MARCH VILLAGE ELECTION

WHEREAS, per Election Law 15-116(1), the Village Board of Trustees is responsible for appointing election inspectors for the March 21, 2023 Village election; and

WHEREAS, the Village Clerk has reached out to two election inspectors, Diane Murphy and Grace Bogle, who are available and interested to serve as the inspectors; and

WHEREAS, Diane Murphy and Grace Bogle are trained and certified as election inspectors by the Wyoming County Board of Elections; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby appoints Diane Murphy and Grace Bogle as the election inspectors for the March 21, 2023 Village election and approves the inspectors to be paid at a rate of \$150.00 per day.



RESOLUTION APPROVING CULTURAL SERVICES AGREEMENT WITH THE ARTS COUNCIL FOR WYOMING COUNTY FOR PERRY COMMUNITY BAND

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

WHEREAS, the Arts Council for Wyoming County has provided grant funds to the Perry Community Band in an amount of \$1,790.00; and

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



CULTURAL SERVICES AGREEMENT

COMMUNITY ARTS GRANTS

THIS AGREEMENT, made on this day, January 25, 2023 by and between the **ARTS COUNCIL FOR WYOMING COUNTY**, a non-profit corporation with its offices located at 31 South Main Street, Perry, New York, herein after called ACWC and, Village of Perry, herein after called the GRANTEE:

WITNESSETH:

Whereas ACWC has been authorized by the New York State Council on the Arts (NYSCA) to make grants of funds, furnished by NYSCA, to such non-profit organizations situated in Wyoming County as ACWC may determine to finance programs which ACWC deems will further the cultural needs of the citizens of the county.

Now, therefore, ACWC hereby grants to the Grantee out of such funds the amount of \$1790 upon the following terms and conditions, which the Grantee hereby accepts and agrees to perform.

First: The Grantee shall expend the granted funds in performing the following program, to wit:

2023 Perry Community Band Performances

Second: The Grantee shall perform the funded program during the following period:

January 1, 2023 – December 31, 2023

But in any event shall complete performance of the funded program by:

December 31, 2023

Third: The Grantee shall inform ACWC in advance all dates upon which significant parts of the funded program will be performed.

Fourth: The Grantee shall submit to ACWC, within thirty days after completion of the funded program,

- (a) final report describing all significant activities of the funded program, including attendance figures if applicable
- (b) a complete financial statement covering the funded program complying with any applicable state and federal regulations.

Fifth: If at any time ACWC shall determine that the Grantee has failed, or in reasonable probability will fail, to perform the funded program in a satisfactory manner within the period specified in paragraph Second above, ACWC may terminate this agreement in whole or in part by written notice to the Grantee specifying the grounds of termination. Upon such termination any expended amount of the granted funds shall be returned to ACWC for such disposition as it may determine. This provision for termination shall not affect any other right of ACWC under this agreement.

Sixth: The Grantee in performing the funded program shall comply with Section 504 of the U.S. Rehabilitation Act of 1973 dealing with accessibility to activities funded under the Act for qualified handicapped persons.

Seventh: The Grantee shall indemnify and hold harmless ACWC and its officers, agents and employees against and from any claims for damages or injuries to persons or property arising out of or incurred in the performance of the funded program.

Eighth: This agreement shall not be assigned, nor shall performance of the funded program be delegated to any other organization or person by the Grantee without the written consent of ACWC.

Ninth: The Grantee shall acknowledge receipt of the granted funds on any and all printed material relating to the funded program using the following language:

- *"This program is made possible by the New York State Council on the Arts with the support of Governor Andrew Cuomo and the New York State Legislature; administered in Wyoming County by the Arts Council for Wyoming County."* Please use only the ACWC logo, NOT the NYSCA logo. You may use #NYSCA if you wish.

For ACWC

Date: _____

Legal Representative of Program Organization

Date: _____



**RESOLUTION APPROVING GRANT DISBURSEMENT AGREEMENT AMENDMENT FOR 2019 DOWNTOWN
PERRY RESTORE IV, PROJECT #AB752**

WHEREAS, the Village of Perry received a RESTORE grant in 2019 from the Empire State Development in an amount of \$500,000.00; and

WHEREAS, the grant amount has been revised to \$122,109.77 based on eligible project costs; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Grant Disbursement Agreement Amendment for Project #AB752 and authorizes the Mayor to sign the agreement.

GRANT DISBURSEMENT AGREEMENT AMENDMENT by and between the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and Village of Perry (the "Grantee").

ESD and the Grantee have entered into a Grant Disbursement Agreement with respect to the Project described below and desire to amend such agreement on the following terms:

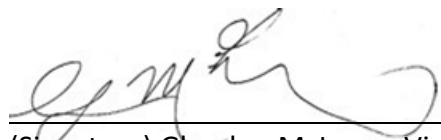
PROJECT NAME:	Downtown Perry RESTORE IV
PROJECT NUMBER:	AB752
ORIGINAL GRANT AMOUNT:	\$500,000.00
REVISED GRANT AMOUNT:	\$122,109.77
ESD APPROVAL DATE:	May 19, 2018
PACB APPROVAL DATE:	July 25, 2018
REVISED EXPIRATION DATE:	July 31, 2023

Additional terms and conditions, if any, are set forth in Attachment A.

All other terms and conditions of the Grant Disbursement Agreement, except as modified herein, shall remain in full force and effect.

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT



(Signature) Glendon McLeary, Vice President & Director, Loans and Grants

January 30, 2023

(date)

Village of Perry

(Signature)

(date)

(Printed name and title)



RESOLUTION APPROVING REQUEST FROM THE PERRY TEMPLE CORPORATION

WHEREAS, the Village of Perry received a request from the Perry Temple Corporation in the amount of \$1,500.00; and

WHEREAS, the Perry Temple Corporation owns and operates the building located at 21 N. Main Street Perry and the building is available for use by the Village of Perry and other organizations within the community; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the request from the Perry Temple Corporation and directs the Village Clerk to process a check in the amount of \$1,500.00.

VOUCHER

RECEIVED

JAN 20 2023

Village of Perry
Perry, New York

VILLAGE OF PERRY
46 NORTH MAIN STREET
PERRY, NY 14530
585-237-2216 FAX: 585-237-5975

CLAIMANTS NAME & ADDRESS:

Perry Temple Corporation
PO Box 324
Perry, NY 14530

I TIMOTHY L. BUCKNAM

Certify that the amount shown below is true and correct,
that the items, services and disbursements listed are
correct, and that no part has been paid or satisfied.

Timothy L. Bucknam 1/11/2023
Signature Date

Purchase Order No.	Voucher No.	
Abstract No.	Date voucher received	
Account No.	Fund	Amount
Total:	\$	-

Check No.	Date Paid:
-----------	------------

Invoice Number	Description	Amount
	Perry Temple Corporation OWNS 21 N MAIN ST Perry NY AND COORDINAT ALL FUNCTIONS, AND MAINTENANCE FOR THE UP KEEP OF THIS BUILDING. TO Keep IT OPEN AND SAFE FOR THE CLUBS AND MUNICIPALITIES THAT USE IT, THE AGREEMENT BETWEEN THE VILLAGE OF Perry AND THE Perry Temple Corporation IS FOR A ANNUALLY USE OF THE BUILDING A Fee \$1500.00 FOR THE YEAR 2023.	\$1500.00

DEPARTMENT APPROVAL

The above items were rendered or furnished and the
charges are correct.

Village Employee / Officers Date

Village Employee / Officers Date

Village Employee / Officers Date

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the
appropriations indicated.

Auditor

Auditor

Auditor



RESOLUTION APPROVING AGREEMENTS WITH BPD, INC. FOR FINANCIAL CONSULTING SERVICES AND MUNICIPAL ADVISOR SERVICES FOR THE WATER TREATMENT PLANT PROJECT

WHEREAS, BPD, Inc. has submitted two letters for Financial Consulting services and Municipal Advisor services in connection with the Village's Water Treatment Plant Project; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Mayor to execute the Financial Consulting Services agreement and the Municipal Advisor Services agreement with BPD, Inc.; and

BE IT RESOLVED, that the Village Clerk shall provide a copy of this resolution to the Village Administrator.



January 12, 2023

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

Dear Rick:

We are pleased to submit the following letter for Municipal Advisor services in connection with the Village's Water Treatment Plant Project and other financial matters.

The scope of our letter of services is divided into four parts:

A TEMPORARY FINANCING

- PART 1 -** Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement (\$1,000,000 or more).
- PART 2 -** Initial Borrowing and/or Renewal of Bond Anticipation Notes - Environmental Facilities Corporation DWSRF Short-Term Financing Program (STFP).

B PERMANENT FINANCING

- PART 3 -** Sale of Registered Public Market Serial Bonds with an Official Statement (\$1,000,000 or more).
- PART 4 -** New York State Environmental Facilities Corporation (EFC), New York Drinking Water State Revolving Fund (DWSRF) Loan.

BERNARD P. DONEGAN, INC.

**345 WOODCLIFF DRIVE, 2ND FLOOR
FAIRPORT, NY 14450**

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net

A TEMPORARY FINANCING

PART 1 - INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (1.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (1.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (1.3) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (1.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (1.5) Arrange for **time and location of sale**.
- (1.6) Coordinate and provide **written follow-up**, among Village Officials and Bond Counsel and, where appropriate, Project Engineer.
- (1.7) **Conduct the sale** and make recommendation on the award of the bid.
- (1.8) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue and subsequently printed on the notes, if applicable.
- (1.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the Village Attorney, and Village Officials.
- (1.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.

The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$10,090 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$5,045 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

PART 2 - INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES – ENVIRONMENTAL FACILITIES CORPORATION (EFC) DWSRF SHORT-TERM FINANCING PROGRAM (STFP)

- (2.1) Create the **STFP Application** required by the Environmental Facilities Corporation.
- (2.2) Advise municipality on eligible vs. ineligible expenses and alternate funding sources.
- (2.3) **Conduct the STFP negotiation** with Environmental Facilities Corporation Officials.
- (2.4) Coordinate and provide **written follow-up** among municipal officials, Bond Counsel, local Attorney and EFC Officials.
- (2.5) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.

The charge for the loan coordination will be \$12,315 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers – Northeast Urban Rate, for the time period July 1 through June 30.

If the municipality is unsuccessful in participation in the SRF STFP Program then any time we have spent assisting the Village Board and Village Officials will be billed at our hourly rate, plus out-of-pocket expenses. The time billed will not exceed the stated contract dollar amount.

B PERMANENT FINANCING

PART 3 - SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (3.1) Coordinate the **approval of the selected maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (3.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.

- (3.4) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (3.5) Coordinate and provide **written follow-up** to Village Officials and Bond Counsel.
- (3.6) Compile the information required and make application on behalf of the Village for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond sale.
- (3.7) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds, and subsequently, complete the request for reviews.
- (3.8) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.
- (3.9) Where appropriate, using Certificated Bonds, coordinate the appointment of a "**Fiscal Agent**" bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the Village Officials, Bond Counsel and selected bank.
- (3.10) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (3.11) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (3.12) Prepare and file the "**Affidavit of Mailing of Official Statement**" pursuant to the Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (3.13) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (3.14) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (3.15) Complete, have executed by Village Officials, and file the "**debt Statement**" with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.
- (3.16) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.

- (3.17) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and Village Clerk/Treasurer. Coordinate Deposit of the proceeds of the “Good Faith” check (2% of issue amount).
- (3.18) Arrange for Standard & Poor’s “**CUSIP**” (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (3.19) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and Village Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (3.20) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the Village in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the Village.

The charge for each serial bond issue will be \$20,210 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$10,105 plus out-of-pocket expenses. The fee quotes herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers – Northeast Urban Rate, for the time period July 1 through June 30.

PART 4 - NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC), NEW YORK DRINKING WATER STATE REVOLVING FUND (DWSRF) LOAN - (this is not a guarantee of a successful application process, but rather a participation in the process of selection)

- (4.1) Create and coordinate with municipality and involved parties an overall project management Administrative/Engineering/Financial/Legal Timeline for completing the application for funding.
- (4.2) Review with municipality and engineering firm the **Draft Negative Declaration** or **Draft EIS** for DWSRF compliance.
- (4.3) Review with municipality and engineering firm the completion of the necessary **EFC construction checklists**.
- (4.4) Assist in publishing legal notices in official newspapers in connection with **SEQRA/SERP** and **Lead Agency**.

Mr. Rick Hauser

January 12, 2023
Page 6 of 9

- (4.5) Conduct a preliminary fact-finding regarding the scope of the project and discuss with EFC representatives the viability of the project financing.
- (4.6) Apply to EFC/DOH to become listed on the **Intended Use Plan** or the amended Intended Use Plan.
- (4.7) Review with municipality and local attorney the completion process of the **Certificate as to Title to Project Site**.
- (4.8) Advise municipality on target dates needed for EFC's "**Project Management Schedule**".
- (4.9) Obtain the necessary information from the municipality, which includes background financial information needed for the DWSRF application.
- (4.10) Advise municipality on the **Affirmative Action Resolutions and Workplans** that need to be implemented.
- (4.11) Advise municipality on alternate funding sources for Ineligible project expenses defined by EFC/DOH.
- (4.12) Review project completion timeframe, and advise municipality on entering the Spring or Fall long-term bond pool (if available).
- (4.13) Complete and submit the final **SRF Application** to EFC for long-term financing.
- (4.14) Consult with municipal officials and advise EFC, prior to establishing final permanent DWSRF bond dollar amount.
- (4.15) Coordinate with Bond Counsel on borrowings including amounts, terms, and conditions, in connection with long-term DWSRF bond funding.
- (4.16) Attend and/or participate in the EFC final coordination meeting and/or conference call.
- (4.17) Verification of bond closing with EFC Officials.

The charge for the loan submitted and coordination will be \$23,410 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

If the Village is unsuccessful in participating in the DWSRF Bond Program then any time we have spent assisting the Village Board, Village Officials and other professionals will be billed at our hourly rate, plus out-of-pocket expenses. The time billed will not exceed the stated contract dollar amount.

BILLINGS

All billings will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

PART 1- BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE) - Vouchers will be submitted after settlement of the Notes.

PART 2- INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES - ENVIRONMENTAL FACILITIES CORPORATION (EFC) DWSRF SHORT-TERM FINANCING PROGRAM (STFP) - Billed in full upon the Environmental Facilities Corporation loan closing.

PART 3- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE) - Vouchers will be submitted after settlement of the Bonds.

PART 4- NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC) NEW YORK DRINKING WATER STATE REVOLVING FUND (DWSRF) LOAN - Billed in full upon the Environmental Facilities Corporation loan closing.

Additional work beyond the scope of this January 12, 2023 letter of services will be at the rate of \$195 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

This agreement shall be effective as of the dated date and shall remain in effect until terminated by either party upon 30 days written notice. If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.



Mr. Rick Hauser

January 12, 2023
Page 8 of 9

Upon acceptance of this letter of services, please have the Mayor **sign and date this letter**, retaining one signed copy for the official Village records, and **returning a signed copy to our office**.

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Bernard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at www.sec.gov/edgar/searchedgar/webusers.htm.

Bernard P. Donegan, Inc. represents that in connection with the issuance of municipal securities, we may receive compensation from the Municipality for services rendered which is contingent on the successful closing and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, we hereby represent that such fee structure may represent a potential conflict of interest regarding our ability to provide unbiased advice on such transaction. We manage and mitigate this potential conflict of interest by adherence to our fiduciary duty to all of our municipal entities.

If we become aware of any additional potential conflicts of interest after this disclosure, we will notify the Municipality in writing in a timely manner.

If you should have any questions concerning this letter of services, please contact us. We look forward to working with the Village on this project.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jason M. Schwartz'.

Jason M. Schwartz, CPA
President

JMS/jam
Enclosures

I, _____, Mayor of the Village of Perry, have been authorized by
a resolution dated _____ to accept the Bernard P. Donegan, Inc. letter for
Municipal Advisor Services as outlined above in connection with the Village's Water Treatment Plant
Project.

(Signed)_____

(Dated)_____

VILLAGE OF PERRY
RESOLUTION AUTHORIZING EXECUTION OF LETTER FOR
MUNICIPAL ADVISOR SERVICES

At a _____ meeting of the Board of Trustees of the Village of Perry, Wyoming County, New York, held on the _____ day of _____, 2023, the following were:

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to wit:

BE IT RESOLVED BY THIS BOARD OF TRUSTEES AS FOLLOWS:

- (1) The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Village of Perry.
- (2) Said firm shall be compensated for its services to be rendered in accordance with its letter of services dated January 12, 2023.
- (3) The Mayor is hereby authorized to execute and deliver said letter of services.
- (4) This resolution shall take effect immediately.

The motion having been duly offered and seconded, the following votes were cast:

_____	voting	_____
_____	voting	_____
_____	voting	_____
_____	voting	_____
_____	voting	_____



January 12, 2023

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

Dear Rick:

We are pleased to submit the following letter for Financial Consulting services in connection with the Village's proposed Water Treatment Plant Project and other financial matters.

The scope of our letter is divided into three parts:

- PART 1 -** Continuing Annual Secondary Market Disclosure over the Life of a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.
- PART 2 -** IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.
- PART 3 -** Financial Management Services

PART 1- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12

The above-referenced Section 240.15c2-12 requires the Village, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB")." The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the Village's issue unless the broker has verified that the Village has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered for compliance will depend directly upon the amount and type of indebtedness incurred by the Village and will be billed at the firm's current hourly rate.

BERNARD P. DONEGAN, INC.

**345 WOODCLIFF DRIVE, 2ND FLOOR
FAIRPORT, NY 14450**

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net

- (1.1) **FULL DISCLOSURE** - The Village is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the Village's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Village. The time estimate under the current configuration of Section 240.15c2-12 is approximately 25± hours.
- (1.2) **LIMITED DISCLOSURE** - The Village is required to, at a minimum, file certain annual financial information and operating data which is customarily prepared by the Village and is publicly available and a copy of the audited financial statements (if applicable) to MSRB's EMMA system. The Village must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Village, if the Village's total outstanding indebtedness, including the current issue, is less than \$10,000,000. The time estimate under the current configuration of Section 240.15c2-12 is approximately five hours each year.
- (1.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The Village is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the Village as "Events" occur.

PART 2- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION IN COMPLIANCE WITH THE INTERNAL REVENUE CODE OF 1954, AS AMENDED, SECTION 148

The Village Treasurer will make certifications in the closing documents prepared by Bond Counsel for the Note or Bond confirming compliance with the IRS Arbitrage Regulations §1.148. If available, the Village Treasurer will elect "Penalty" or "Rebate" on IRS Form 8038-G filed with the IRS at the time of closing on the issue. The Village must track the receipt of the issue proceeds, interest earned thereon, and payments made to the IRS, as agreed to by the Treasurer in the closing "Arbitrage Certificate" so that the issue remains exempt from, federal, state, and local income tax under §148 of the Tax Code.

The following items may be completed at the firm's current hourly rate, at the request of the Village Board or Village Officials under this portion of the contract:

- (2.1) Determine Arbitrage Impact on various borrowing scenarios based on "what ifs" applied to variable criteria which can affect amount of Rebate/Penalty and, consequently, amount of interest earned payable to the Internal Revenue Service.

- (2.2) Track specific proceeds of each issue, so the Village may remain in compliance with the Internal Revenue Code, using approved Government Finance Officers Association guidelines, procedures and tracking tools. The necessary raw data will be requested by our firm and the monthly tracking accomplished with reports and recommendations to the Village on optional spending patterns.
- (2.3) Perform Arbitrage Rebate/Penalty Analysis and calculations to determine amount of Rebate or Penalty, if any, payable to the Internal Revenue Service.
- (2.4) Assist in the completion of the Internal Revenue Service Form 8038-T, "Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate", which must be filed with any Arbitrage Rebate/Penalty payment made to the IRS, in compliance with Section 148 of the Internal Revenue Code.
- (2.5) Compile an audit trail document showing transactions related to the issue's proceeds. The calculation of the "spend down" thresholds and any penalty or rebate will be included. The documentation will be provided to the Village at completion of tracking the expenditure of the issue proceeds or in the interim for an IRS compliance audit, if required.
- (2.6) Assist in the preparation for, and attend any worksessions and/or meetings if and when an IRS Audit takes place regarding Section 148 of the IRS Tax Code dealing with arbitrage review.

PART 3- FINANCIAL MANAGEMENT SERVICES

The following representative items can be completed:

- (3.1) Create a **projected cash flow** for the project.
- (3.2) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (3.3) Assist with **financial planning** and borrowings and review of borrowing options and scenarios.
- (3.4) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (3.5) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (3.6) Assist in estimating appropriate **debt service budget** figures.
- (3.7) Attend and participate in **Board meetings**, worksessions, or public information meetings.

- (3.8) Prepare **interim reports** concerning financial matters of the project.
- (3.9) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written follow-up and procedural suggestions for the physical handling of these instruments.
- (3.10) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, Bond Counsel and the Federal Reserve Bank in New York City.
- (3.11) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.

Any time spent assisting the Village Board and Village Officials with the preparation of financial data or attending any meetings or public hearings in connection with the proposed capital project will be billed at the current hourly rate.

The charge for any Financial Management Services will be \$195 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

BILLINGS

All billings will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

PART 1- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE - Vouchers will be submitted after verified filing of the required information with the specified repositories.

PART 2- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION - Vouchers may be submitted on a monthly basis.

PART 3- FINANCIAL MANAGEMENT SERVICES - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this January 12, 2023 letter of services will be at the rate of \$195 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

This agreement shall be effective as of the dated date and shall remain in effect until terminated by either party upon 30 days written notice. If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.



Mr. Rick Hauser

January 12, 2023
Page 5 of 6

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.

Upon acceptance of this letter of services, please **sign and date both copies**, retaining one signed copy for the official Village records, and **returning the other signed copy to our office**.

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Bernard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at www.sec.gov/edgar/searchedgar/webusers.htm.

Bernard P. Donegan, Inc. represents that in connection with the issuance of municipal securities, we may receive compensation from the Municipality for services rendered which is contingent on the successful closing and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, we hereby represent that such fee structure may represent a potential conflict of interest regarding our ability to provide unbiased advice on such transaction. We manage and mitigate this potential conflict of interest by adherence to our fiduciary duty to all of our municipal entities.

If we become aware of any additional potential conflicts of interest after this disclosure, we will notify the Municipality in writing in a timely manner.

If you should have any questions concerning this letter of services, please contact us. We look forward to working with the Village on this project.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'J M Schwartz', written over a horizontal line.

Jason M. Schwartz, CPA
President

JMS/jam
Enclosures

I, _____, Mayor of the Village of Perry, have been
authorized by a resolution dated _____ to accept the Bernard P. Donegan, Inc.
letter for Financial Consulting Services as outlined above.

(Signed)_____

(Dated)_____

VILLAGE OF PERRY
RESOLUTION AUTHORIZING EXECUTION OF LETTER FOR
MUNICIPAL ADVISOR SERVICES

At a _____ meeting of the Village Board of the Village of Perry, Wyoming County, New York, held on the _____ day of _____, 2023, the following were:

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to wit:

BE IT RESOLVED BY THIS VILLAGE BOARD AS FOLLOWS:

- (1) The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Village of Perry.
- (2) Said firm shall be compensated for its services to be rendered in accordance with its letter of services dated January 12, 2023.
- (3) The Mayor is hereby authorized to execute and deliver said letter of services.
- (4) This resolution shall take effect immediately.

The motion having been duly offered and seconded, the following votes were cast:

_____	voting	_____
_____	voting	_____
_____	voting	_____
_____	voting	_____
_____	voting	_____



**RESOLUTION ACKNOWLEDGING EXAMINATION OF COURT RECORDS FOR THE FISCAL YEAR ENDING
MAY 31, 2022**

WHEREAS, the Village of Perry Board of Trustees has hired Allied Financial Partners to conduct an audit for the fiscal year ending May 31, 2022, of the Justice Court of the Village of Perry; and

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

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

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



**RESOLUTION AUTHORIZING EXECUTION OF THE UV DISINFECTION GRANT AGREEMENT FOR THE
WASTEWATER TREATMENT PLANT PROJECT**

WHEREAS, the Village of Perry applied for and received funding through the Department of Environmental Conservation for UV Disinfection Improvements at the Village's Wastewater Treatment Plant; and

WHEREAS, the Village of Perry has received notification of the grant award in an amount up to \$1,000,000; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the Village Administrator to execute the grant award.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080	BUSINESS UNIT/DEPT. ID: DEC01 CONTRACT NUMBER: DEC01-C01546GG-3350000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: PERRY VILLAGE OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: VILLAGE OF PERRY	PROJECT NAME: Village of Perry WWTP UV Disinfection Improvements
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000004279 Federal Tax ID Number: 166002501 DUNS Number (if applicable): 830026691	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 46 N MAIN ST PERRY, NY 14530 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption State/Code: ☐ Sectarian Entity

Contract Number: # DEC01-C01546GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 05/10/2021 To: 12/31/2025 CURRENT CONTRACT PERIOD: From: 05/10/2021 To: 12/31/2025 AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount): CURRENT: \$1,000,000.00 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DEC01-C01546GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

Attachment B: ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1 (A) Expenditure Based Budget (Amendment)
☐ B-2 (A) Performance Based Budget (Amendment)
☐ B-3 (A) Capital Budget (Amendment)
☐ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment E

Contract Number: # DEC01-C01546GG-3350000

**VILLAGE OF PERRY
RESOLUTION**

Adopted: _____, 2023

The Village Board of the Village of Perry met at a regular Village Board Meeting at the Village Offices of the Village of Perry located at 46 North Main Street, Perry, New York on the ____ day of _____ 2023, commencing at _____ p.m. at which time and place the following members were:

Present:

Mayor _____

Trustee _____

Trustee _____

Trustee _____

Trustee _____

Absent:

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

WHEREAS, DiMatteo & Roach Attorneys at Law have served as Prosecutor for the Village of Perry for many years, specifically Attorney David M. DiMatteo and Attorney David M. Roach; and

WHEREAS, the Village Board of the Village of Perry wish to continue to have David M. DiMatteo, David M. Roach Elijah H. McWhinney, serve as the Village Prosecutors for the Village of Perry; and

WHEREAS, that the Village Board of the Village of Perry feels it to be in best interest of the Village of Perry to continue the appointments of David M. DiMatteo, David M. Roach, and Elijah H. McWhinney as prosecutors on behalf of DiMatteo & Roach Attorneys at Law and the Village; and

NOW ON MOTION OF _____, which has been duly seconded by _____, therefore, be it

RESOLVED, that the Village Board of the Village of Perry feels it to be in the best interest of the Village of Perry to continue the appointments of David M. DiMatteo, David M. Roach, and Elijah H. McWhinney as prosecutors on behalf of DiMatteo & Roach Attorneys at Law and the Village of Perry.

Ayes: ____

Nays: ____

Absent/Abstain: ____

Quorum Present: ____ Yes ____ No

Dated: ____ day of _____, 2023

[SEAL]

Christina Slusser, Clerk
Village of Perry



RESOLUTION APPROVING PROPOSAL FROM DAVEY RESOURCE GROUP FOR ECOLOGICAL CONSULTING SERVICES IN RELATION TO THE BOARDWALK PROJECT

WHEREAS, the Village of Perry has received funding from Ralph C. Wilson Legacy Fund for a Design and Access Planning Grant; and

WHEREAS, a permit will be required from the United States Army Corps of Engineers to cross the outlet with equipment to continue the project; and

WHEREAS, Davey Resource Group has provided a proposal to assist with the application at a cost not to exceed \$5,250.00; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the proposal from Davey Resource Group in an amount not to exceed \$5,250.00 to be paid from the grant funds available; and

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



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1879 Whitehaven Road, Suite 3
Grand Island, New York 14072

February 2, 2023

Samantha Pierce
Village Administrator
Village of Perry
46 N Main Street
Perry, New York 14530

*RE: Ecological Consulting Services - Permitting & Compliance for Borden Ave. Boardwalk,
Village of Perry, Wyoming County, New York*

Dear Mrs. Pierce,

Thank you for contacting Davey Resource Group, Inc. "DRG" to provide you with this proposal to handle permitting and compliance relative to the construction of a boardwalk along the south side of Silver Lake Outlet within the Village of Perry, New York. This proposal is inclusive of all labor required to complete the initial submission of the joint application for permit, as well as any communication with governing agencies and additional time required to complete the permit process.

Scope of Work

This proposal provides you with a scope of services for water resource consulting to include coordination with U.S. Army Corps of Engineers (USACE) and New York State Department of Environmental Conservation (NYSDEC) with the purpose of obtaining authorization for impacts to water resources relative to construction associated with the above subject project. A wetland delineation of the property was conducted by *Wilson Environmental Technologies, Inc.* in May, 2022. The results of that delineation concluded that no wetland exist within the site.

The Nationwide 33 – Temporary Construction, Access, and Dewatering Permit allows for temporary structures, work, and discharges of dredged or fill material, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the USACE. Following completion of construction, temporary fill must be entirely removed to an area that has no waters of the United States, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. (See 33 CFR part 322)

DRG will work diligently on your behalf to obtain the appropriate authorization from USACE. Outlined below are the action items that need to be performed to obtain the permit.

Application Package Preparation

DRG will complete the USACE application using the information you and your engineers provide. USACE requires the following information be submitted with the completed permit application form:

- **Endangered Species Habitat Evaluation**

Using the U.S. Fish and Wildlife Service (USFWS) endangered species list, a review of the site will be done to evaluate potential habitat for endangered species. In addition, a request will be made to New York State Natural Heritage Program for a review of their database for endangered species and natural areas.

- **Desktop Literature Review for Historic Sites**

A review of the New York Historic Preservation Office database will be done to determine the potential for this project to impact a historic feature that is listed or eligible to be listed on the National Register of Historic Places. In addition, historic maps will be obtained to illustrate the potential for historic structures to occur within the project area.

- **Floodplain Determination**

A review of the Flood Emergency Management Agency database will be completed to determine if any portion of the development will occur within a 100-year floodplain.

- **Impact Analysis**

A site development plan will be needed which shows the proposed water resource impacts. Coordination with you and your engineer will be done to evaluate the proposed fill.

- **Mitigation Identification and Conceptual Plan**

A plan to mitigate for impacts to water resources on the site may be necessary. To mitigate for impacts to water resources, mitigation banks and/or in-lieu fee mitigation that serves the project's watershed will be proposed. In the event that permittee-responsible mitigation is required, DRG will provide a separate proposal for that service.

Coordination with Agencies

Once the permit applications is submitted, we will coordinate with the agencies to track the progress of the application review. We will update you regarding the progress of the application submittal as appropriate.

Materials Required

DRG requests that the site plan with associated water resource impacts be furnished to be included with the application package.

Time Schedule

DRG will begin preparing the required application package immediately upon authorization of this proposal. Once USACE has provided the JD letter, it will take approximately six to 12 months to gain USACE approval once the complete permit application is submitted.

Fees

Authorization of the project under the Nationwide Permit, will be obtained for a fee not to exceed \$5,250. Fees are assessed on a time and materials basis, using rates of \$115/hour. Please note, all agency application review fees are not included in this cost proposal.

This proposal can be implemented by either issuing a purchase order, or by signing the Authorization to Proceed below and returning to our office.

If you have any questions or wish to arrange for a meeting to discuss this scope of work, please call me at 716.604.5609. Thank you for allowing DRG the opportunity to continue to work with the Village of Perry.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Feickert", with a stylized flourish at the end.

Ryan Feickert
Sr. Associate Consultant
Davey Resource Group, Inc.
www.daveyresourcegroup.com

Authorization to Proceed

Ecological Consulting Proposal – Borden Ave. Boardwalk

Application and Compliance for Nationwide Permit, not to exceed\$5,250

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Client Name: _____

Authorizing Signature: _____

Name/Title: _____

Date: _____

Davey Resource Group, Inc.

Issued by: Ryan Feickert, Senior Associate Consultant

Date: 02/02/2023

TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Hourly rates are fixed for the calendar year in which your contract is executed. After that time they may be adjusted to account for annual increases in labor and overhead.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in

time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.



RESOLUTION AUTHORIZING TIME EXTENSION CHANGE ORDERS FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village of Perry applied for and was awarded the Water Quality Improvement Project Program grant in December 2021 to install ultraviolet effluent disinfection at the village's wastewater treatment plant; and

WHEREAS, MRB has presented Change Order No. GC-02 for the general contractor, Crane-Hogan Structural Systems, for a time extension to June 30, 2023; and

WHEREAS, MRB has presented Change Order No. EC-02 for the electrical contractor, M.W. Controls Service, Inc., for a time extension to June 30, 2023; and

WHEREAS, MRB has presented Change Order No. HVAC-01 for the HVAC contractor, John W. Danforth Company for a time extension to June 30, 2023; and

WHEREAS, MRB has presented Change Order No. PC-01 for the plumbing contractor, Crosby-Brownlie, Inc., for a time extension to June 30, 2023; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the time extension change orders in relation to the Wastewater Treatment Plant Project and authorizes the Mayor to execute the change order documents.

Change Order No. GC-02

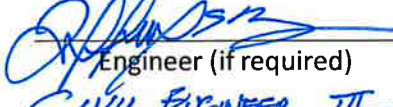
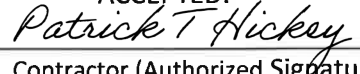
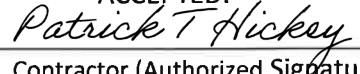
Date of Issuance: January 20, 2023	Effective Date: January 20, 2023
Owner: Village of Perry	Owner's Contract No.:
Contractor: Crane-Hogan Structural Systems	Contractor's Project No.:
Engineer: MRB Group	Engineer's Project No.: 1956.19001
Project: WWTP Improvements	Contract Name: General

The Contract is modified as follows upon execution of this Change Order:

Description: Time extension to allow for installation of the UV disinfection equipment, which has an expected delivery date of March 15, 2023 which is beyond the current contract deadline.

Attachments: Trojan letter dated September 2, 2022

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 8,065,044.00	Original Contract Times: Substantial Completion: <u>540 days (10/28/22)</u> Ready for Final Payment: <u>570 days (11/27/22)</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ 549,511.74	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>90 days</u> Ready for Final Payment: <u>90 days</u>
Contract Price prior to this Change Order: \$ 8,614,555.74	Contract Times prior to this Change Order: Substantial Completion: <u>630 days (1/26/23)</u> Ready for Final Payment: <u>660 days (2/25/23)</u>
[Increase] [Decrease] of this Change Order: \$ N/A	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>127 days</u> Ready for Final Payment: <u>125 days</u>
Contract Price incorporating this Change Order: \$ 8,614,555.74	Contract Times with all approved Change Orders: Substantial Completion: <u>757 days (6/1/23)</u> Ready for Final Payment: <u>785 days (6/30/23)</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____	By: 	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>CIVIL ENGINEER III</u>	Title: _____	Title: <u>P.M.</u>	Title: _____	Title: <u>P.M.</u>	Title: _____
Date: <u>01/20/2023</u>	Date: _____	Date: <u>01/24/23</u>	Date: _____	Date: <u>01/24/23</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

September 2, 2022

RE: Perry NY – Trojan UV system Production and Delivery timeline
Trojan Project No: 810228

To whom it may concern,

Please be advised that Trojan's current timeline for fabrication and delivery of the Perry NY UV system is 28 – 30 weeks from the approved submittal date. This is due to the to the global shortages of parts and the extended supplier timelines for specific items. We're currently targeting onsite delivery of March 15, 2023.

We thank you once again for selecting Trojan Technologies for your disinfection needs. We are looking forward to working with you in order to make this project a success. Should you have any further questions or concerns, please do not hesitate to contact me at Trojan Technologies.

Best regards,
TROJAN TECHNOLOGIES

Farnaz Daynouri

Farnaz Daynouri-Pancino
Project Manager

Change Order No. EC-02

Date of Issuance: January 20, 2023

Effective Date: January 20, 2023

Owner: Village of Perry

Owner's Contract No.:

Contractor: M.W. Controls Service, Inc.

Contractor's Project No.:

Engineer: MRB Group

Engineer's Project No.: 1956.19001

Project: WWTP Improvements

Contract Name: Electrical

The Contract is modified as follows upon execution of this Change Order:

Description: Time extension to allow for installation of the UV disinfection equipment, which has an expected delivery date of March 15, 2023 which is beyond the current contract deadline.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>696,510.00</u>	Original Contract Times: Substantial Completion: <u>540 days (10/28/22)</u> Ready for Final Payment: <u>570 days (11/27/22)</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>29,700.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>90 days</u> Ready for Final Payment: <u>90 days</u>
Contract Price prior to this Change Order: \$ <u>726,210.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>630 days (1/26/23)</u> Ready for Final Payment: <u>660 days (2/25/23)</u>
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>127 days</u> Ready for Final Payment: <u>125 days</u>
Contract Price incorporating this Change Order: \$ <u>726,210.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>757 days (6/1/23)</u> Ready for Final Payment: <u>785 days (6/30/23)</u>

RECOMMENDED:
By: [Signature]
Engineer (if required)

Title: CIVIL ENGINEER III
Date: 01/20/2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)

Title: _____
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Title: resident
Date: 1/24/23

Change Order No. HVAC-01

Date of Issuance: January 20, 2023

Effective Date: January 20, 2023

Owner: Village of Perry

Owner's Contract No.:

Contractor: John W. Danforth Company

Contractor's Project No.:

Engineer: MRB Group

Engineer's Project No.: 1956.19001

Project: WWTP Improvements

Contract Name: HVAC

The Contract is modified as follows upon execution of this Change Order:

Description: Time extension due to unforeseen delays in General and Electrical Contractor's Schedules.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 123,800.00	Original Contract Times: Substantial Completion: <u>540 days (10/28/22)</u> Ready for Final Payment: <u>570 days (11/27/22)</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ 123,800.00	Contract Times prior to this Change Order: Substantial Completion: <u>540 days (10/28/22)</u> Ready for Final Payment: <u>570 days (11/27/22)</u>
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>217 days</u> Ready for Final Payment: <u>215 days</u>
Contract Price incorporating this Change Order: \$ 123,800.00	Contract Times with all approved Change Orders: Substantial Completion: <u>757 days (6/1/23)</u> Ready for Final Payment: <u>785 days (6/30/23)</u>

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: CIVIL ENGINEER III
Date: 01/20/2023

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title _____
Date _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title Donald Liddle, Dir. of Finance
Date January 31, 2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order No. PC-01

Date of Issuance: January 20, 2023
Owner: Village of Perry
Contractor: Crosby-Brownlie, Inc.
Engineer: MRB Group
Project: WWTP Improvements

Effective Date: January 20, 2023
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 1956.19001
Contract Name: Plumbing

The Contract is modified as follows upon execution of this Change Order:

Description: Time extension due to unforeseen delays in General and Electrical Contractor's Schedules.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 48,600.00	Original Contract Times: Substantial Completion: <u>540 days (10/28/22)</u> Ready for Final Payment: <u>570 days (11/27/22)</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ 48,600.00	Contract Times prior to this Change Order: Substantial Completion: <u>540 days (10/28/22)</u> Ready for Final Payment: <u>570 days (11/27/22)</u>
[Increase] [Decrease] of this Change Order: \$ N/A	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>217 days</u> Ready for Final Payment: <u>215 days</u>
Contract Price incorporating this Change Order: \$ 48,600.00	Contract Times with all approved Change Orders: Substantial Completion: <u>757 days (6/1/23)</u> Ready for Final Payment: <u>785 days (6/30/23)</u>

RECOMMENDED:
By: 
Engineer (if required)

Title: CIVIL ENGINEER III
Date: 01/20/2023

ACCEPTED:
By: _____
Owner (Authorized Signature)

Title: _____
Date: _____

ACCEPTED:
By: William A. Roth
Contractor (Authorized Signature)

Title: Bill Roth - Project Manager
Date: 01/24/2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

**Village of Perry
Village Board Meeting
2/6/2023**

Clerk/Deputy Treasurer Report

FY 2022-2023

Abstract #17

Vouchers #1326 - 1440

General Fund	\$ 65,258.04
Special Grant Fund	\$ 3,200.00
Water Fund	\$ 11,964.77
Sewer Fund	\$ 4,977.64
Capital Projects Fund	\$ 30,420.85
Trust & Agency	\$ 3,228.89
Silver Lake Watershed Commission	\$ 655.98
Total	\$ 119,706.17

- Vouchers were audited by Trustee Billings
- Prepaid to avoid late fees \$ 1,903.44
- Breakdown of Capital Projects:
 - Storm Drainage Improvements \$ 12,550.00
 - Lead Service Line Replacement \$ 737.50
 - WWTP Project \$ 17,133.35
 - Village Hall Project \$ 3,200.00