



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, July 17, 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. Approval of Minutes – July 6, 2023
 - b. Resolution Approving Payments for Wastewater Treatment Plant Project
 - c. Resolution Appointing Clerk of the Justice, Nancy Cappadonia
 - d. Resolution Approving Agreement with the Arts Council for Wyoming County for the Letchworth Arts & Crafts Show & Sale 2023
 - e. Resolution Approving New England Waste Services of ME, Inc. (D/B/A Casella) Residuals management Service Agreement
 - f. Resolution to Seek Lead Agency & Schedule Public Hearing Relating to the Proposed Local Law Entitled “Amending §405 ‘Vehicle and Traffic’” of the Village Code of the Village of Perry
 - g. Resolution to Direct Commencement of Action on Behalf of Municipality for 17 Water Street
 - h. Resolution to Direct Commencement of Action on Behalf of Municipality for 205 South Main Street
 - i. Resolution to Authorize the Submission of Official Form 410
 - j. Resolution to Hold Joint Meeting
 - k. Resolution Setting a Public Hearing and Authorizing the Expenditure of \$58,486.00 from the Equipment Reserve Fund Subject to Permissive Referendum
4. Clerk/Deputy Treasurer’s Report
5. Department/Committee Reports
 - a. Police Department
 - b. Water and Sewer Department
 - c. Department of Public Works
6. Trustee Reports
 - a. DRI Application Updates
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
JULY 6, 2023**

A Regular Board Meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 6:00 pm on the 6th day of July 2023, which was rescheduled from July 3, 2023 at 7:30 pm.

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

Mayor Hauser called the meeting to order at 6:00 pm and led in the Pledge of Allegiance.

PUBLIC COMMENT

No members of the public were present for comment.

MINUTES

Trustee Lawrence made a motion to approve the minutes from the last regular board meeting on 6/19/2023 which was seconded by Trustee Draper and carried with all voting aye.

RESOLUTION APPOINTING SEASONAL LABORER, AUSTIN CROLL

WHEREAS, the Superintendent of Public Works is requesting the appointment of Mr. Austin Croll for the 2023 season; and

BE IT RESOLVED, that the Perry Village Board of Trustees does hereby appoint Mr. Austin Croll as a Seasonal Laborer designated to the Department of Public Works at a rate of \$17.00 per hour effective July 7, 2023.

Trustee Lapiana made a motion to appoint Austin Croll as a seasonal laborer which was seconded by Trustee Lawrence and carried with all voting aye.

RESOLUTION APPROVING PAYMENT FOR THE SILVER LAKE TRAIL PROJECT

WHEREAS, the Village has received a payment request from the engineer, C&S Companies, for the Silver Lake Trail project in the amount of \$15,279.00; and

WHEREAS, the Village Administrator is recommending payment totaling 80% of the final pay application (\$12,223.20) with the remaining 20% to be paid at the conclusion of the project; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the following payment for the Silver Lake Trail project and directs the Village Clerk to submit a voucher for payment:

C&S Companies

\$12,223.20

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

The Silver Lake Trail Project includes previously authorized money. The request is for 80% of the pay app with the plan to pay the remaining after the signage is finished and inspected. Trustee Draper made a motion to adopt the resolution approving the payment for the Silver Lake Trail Project which was seconded by Trustee Lapiana and carried with all voting aye.

VILLAGE OF PERRY RESOLUTION REGARDING THE APPROVAL OF A BOND ANTICIPATION NOTE OF \$14,730.80 FOR A FORD EXPLORER HYBRID

Adopted: July 6, 2023

WHEREAS, the Village Board of the Village of Perry met at a regular board meeting at the Village Hall located at 46 Main Street, Perry, New York 14530 on the 6th day of July 2023, commencing at 6:00 p.m., at which time and place the following members were:

Present:	Mayor	Rick Hauser
	Trustee	Daniel Draper
	Trustee	Arlene Lapiana
	Trustee	Ernie Lawrence

Absent:	Trustee	Jacquie Billings
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WHEREAS, all Board Members, having due notice of said meetings, and that pursuant to Article 7, Section 104 of the Public Officers Law, said meetings were open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, in June 2022, the Village Board of the Village of Perry approved the financing and purchase of a Ford Explorer Hybrid through a Bond Application Note (BAN No. 1 of 2022) for the amount of \$57,467.15; and

WHEREAS, the Village Board retained the services of Village Attorney David DiMatteo to request bid proposals for BAN No. 1 of 2022 from Five Star Bank, the Bank of Castile, Community Bank N.A., M & T Bank, and the Bank of Greene County and thereafter the bid was awarded to the Bank of Greene County for 3.95%; and

WHEREAS, the Village Board of the Village of Perry now wish to pay down BAN No. 1 of 2022 by \$45,000.00 as principal and interest accrued at 3.95% per annum and seeks authorization to re-finance the principal and interest of \$14,730.80 for the Ford Hybrid through Bond Anticipation Note Number 1 of 2023; and

WHEREAS, the Village Board of the Village of Perry seeks to retain the services of Village Attorney David DiMatteo to request bid proposals for BAN No. 1 of 2023 from Five Star Bank, the Bank of Castile, Community Bank N.A., M & T Bank, and the Bank of Greene County; and

WHEREAS, the note date of the \$14,730.80 Bond Anticipation Note Number 1 of 2023 is the 14th day of July, 2023.

NOW ON MOTION OF Trustee Draper which has been duly seconded by Trustee Lapiana, now therefore be it

RESOLVED, that the Village Board of the Village of Perry hereby authorizes the re-financing of a Bond Anticipation Note in the amount of \$14,730.80 for the Ford Explorer Hybrid; and be it further

RESOLVED, that the above-mentioned note is being re-financed by the issuance of a Bond Anticipation Note, known as Bond Anticipation Note No. 1 of 2023 for \$14,730.80 dated July 14th, 2023; and be it further

RESOLVED, that the Village Board of the Village of Perry will retain the services of Village Attorney David DiMatteo to request bid proposals for BAN No. 1 of 2023 from Five Star Bank, the Bank of Castile, Community Bank N.A., M & T Bank, and the Bank of Greene County; and be it further

RESOLVED, that the Mayor of the Village of Perry authorized the issuance of the bond anticipation note to re-finance the Ford Explorer Hybrid.

Ayes: 4

Nays: 0

Quorum Present: ☒ Yes ☐ No

The resolution was amended from what was originally in the agenda packet because the Village will be making two payments totaling \$45,000 and doing a BAN for \$14,730.80. With a change to correct Perry's zip code, Trustee Draper made a motion to adopt the resolution regarding the approval of a bond anticipation note for \$14,730.80 for the hybrid police vehicle which was seconded by Trustee Lapiana and carried unanimously.

CLERK/DEPUTY TREASURER'S REPORT

FY 2023-2024

Abstract # 3

Vouchers # 60 - 148

General Fund	\$ 56,967.86
Special Grant Fund	\$ 40.00
Water Fund	\$ 63,039.41
Sewer Fund	\$ 14,226.03
Capital Projects Fund	\$ 25,306.70
Trust & Agency	\$ 3,903.93
Silver Lake Watershed Commission	\$ 37.99
Total	\$ 163,521.92

Trustee Draper audited vouchers. \$55,802.79 was prepaid; the majority being for debt service payments from the water fund. Trustee Lawrence made a motion to approve the payment of abstract #3 in the amount of \$166,521.92 which was seconded by Trustee Lapiana and carried with all voting aye. Abstract #3 with vouchers #60-148 was presented with a total of \$166,521.92 but later corrected to the total above of \$163,521.92.

TRUSTEE REPORTS

Trustee Lawrence commented that the Police and Parks Committees have not met since the last board meeting. On Tuesday, two applicants will be interviewed for the LCA Director position.

Mayor Hauser spoke about the Village's proposed public projects for the DRI. Drawings were provided to the consultants of the Silver Lake Trail segments, with the goal to get the trail to Park Ave. The Village intends to meet with the consultants to help fine tune the budget and scope of the project.

The second project is restoration work to the Village Hall's second floor including restrooms and the bell tower. The goal is to cap the project budget request at \$2,000,000 to keep a balance of

public vs. private projects. The Village will look at other potential projects for streetscape improvements and repairing the retaining wall by the Village Hall.

A Building Improvement Fund (BIF) will allow for projects with a smaller budget; projects that are not individually transformative but together would make a big impact. Examples could be façade improvements or a single apartment upgrade. Mayor Hauser stated that this would be similar to managing NYMS grants where a consultant would be hired to manage the administrative work.

DRI meetings were held on June 28th and June 29th, one being a public workshop. The Local Planning Committee (LPC) set a goal of a 50% max for funding requested through the DRI. The deadline for project proposals is July 21st.

EXECUTIVE SESSION

At 6:18 pm, Mayor Hauser made a motion to enter executive session to discuss matters relating to the employment of a particular individual which was seconded by Trustee Draper and carried with all voting aye.

At 6:49 pm, Mayor Hauser made a motion to exit the executive session which was seconded by Trustee Draper and carried with all voting aye.

Immediately following, Trustee Draper made a motion to adjourn the meeting which was seconded by Trustee Lapiana and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPROVING PAYMENTS FOR WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village Clerk has received pay app #24 from the general contractor, Crane-Hogan Structural Systems, Inc., for the wastewater treatment plant project in the amount of \$48,945.00; and

WHEREAS, the Village Clerk has received pay app #9 from the plumbing contractor, Crosby-Brownlie, Inc. for the wastewater treatment plant project in the amount of \$570.00; and

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

Crane-Hogan Structural Systems, Inc.	\$48,945.00
Crosby-Brownlie, Inc.	\$570.00



PAYMENT REQUISITION

APPLICATION #: Twenty-four (24)

DATE: June 12, 2023

TO: Village of Perry
46 N. Main Street
Perry, NY 14530

FROM: MRB Group
The Culver Road Armory
145 Culver Road, Suite 160
Rochester, NY 14620

RE: Village of Perry – WWTP Improvements
Crane-Hogan Structural Systems, Inc. – General Contract
MRB Project # 1956.19001

The attached invoice, from the above captioned contractor, for work and/or materials, in place or delivered, has been reviewed and approved for payment, as of the above date, as follows:

INVOICE AMOUNT:	\$50,200.00
LESS RETAINAGES OR DEDUCTIONS NOTED 2.5%:	<u>(\$1,255.00)</u>
NET INVOICE:	\$48,945.00

Budget estimates and/or contractor's bid status are as follows:

	<u>Contractor's Bid</u>
TOTAL	\$8,065,044.00
CHANGE ORDERS TO DATE	\$549,511.74
PAID TO DATE	(\$8,200,085.56)
THIS PAYMENT	(\$48,945.00)
BALANCE TO PAY	\$365,525.18

Respectfully submitted,

Melissa M. Liberatore
MRB GROUP REPRESENTATIVE



Contractor's Application for Payment No.

24

Application Period: 06/01/2023 - 06/30/2023		Application Date: 6/30/2023	
To (Owner): Village of Perry	From (Contractor): Crane-Hogan	Via (Engineer): MRB Group	
Project: WWTP Improvements Village of Perry	Contract: Village of Perry WWTP General Contract		
Owner's Contract No.: Contract 1a	Contractor's Project No.: 21-861	Engineer's Project No.: 1956.19001	

Application For Payment Change Order Summary

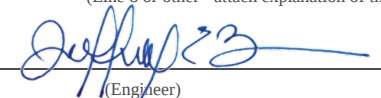
Approved Change Orders		
Number	Additions	Deductions
1	\$549,511.74	
TOTALS	\$549,511.74	
NET CHANGE BY CHANGE ORDERS	\$549,511.74	

1. ORIGINAL CONTRACT PRICE.....	\$	\$8,065,044.00
2. Net change by Change Orders.....	#	\$549,511.74
3. Current Contract Price (Line 1 + 2).....	\$	\$8,614,555.74
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$8,460,544.16
5. RETAINAGE:		
a. 2.5% X \$8,460,544.16 Work Completed.....	\$	\$211,513.60
b. 2.5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$211,513.60
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$8,249,030.56
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$8,200,085.56
8. AMOUNT DUE THIS APPLICATION.....	\$	\$48,945.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$365,525.18

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/11/2023

Payment of:	\$48,945.00	(Line 8 or other - attach explanation of the other amount)
is recommended by:		7/12/23 (Date)
Payment of:	\$48,945.00	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____ (Owner)	_____ (Date)
Approved by:	_____ Funding Agency (if applicable)	_____ (Date)



PAYMENT REQUISITION

APPLICATION #: Nine (9)

DATE: July 11, 2023

TO: Village of Perry
46 N. Main Street
Perry, NY 14530

FROM: MRB Group
The Culver Road Armory
145 Culver Road, Suite 160
Rochester, NY 14620

RE: Village of Perry – WWTP Improvements
Crosby-Brownlie, Inc. – Plumbing Contract
MRB Project # 1956.19001

The attached invoice, from the above captioned contractor, for work and/or materials, in place or delivered, has been reviewed and approved for payment, as of the above date, as follows:

INVOICE AMOUNT:	\$600.00
LESS RETAINAGES OR DEDUCTIONS NOTED:	(\$30.00)
NET INVOICE:	\$570.00

Budget estimates and/or contractor's bid status are as follows:

	<u>Contractor's Bid</u>
TOTAL	\$48,600.00
CHANGE ORDERS TO DATE	\$0.00
PAID TO DATE	(\$40,850.00)
THIS PAYMENT	(\$570.00)
BALANCE TO PAY	\$7,180.00

Respectfully submitted,

Melissa M. Liberatore
MRB GROUP REPRESENTATIVE

Contractor's Application for Payment No.

9

Application Period: 6/1/2023 - 6/30/2023		Application Date: 6/30/2023
To (Owner): Village of Perry	From (Contractor): Crosby-Brownlie, Inc.	Via (Engineer): MRB Group
Project: WWTP Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: C05523	Engineer's Project No.: 1956.19001

Application For Payment

Change Order Summary

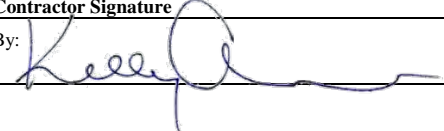
Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 48,600.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 48,600.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 43,600.00
			5. RETAINAGE:	
			a. 5% X \$43,600.00 Work Completed.....	\$ 2,180.00
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 2,180.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 41,420.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 40,850.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ 570.00
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 7,180.00
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

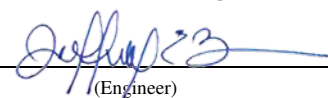
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/7/2023

Payment of: \$ 570.00
(Line 8 or other - attach explanation of the other amount)

is recommended by:  7/11/23
(Engineer) (Date)

Payment of: \$
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)



RESOLUTION APPOINTING CLERK OF THE JUSTICE, NANCY CAPPADONIA

WHEREAS, there is a vacancy for a Clerk of the Justice; and

WHEREAS, Justice Wolcott is requesting the hiring of Mrs. Cappadonia as a Clerk of the Justice; and

WHEREAS, Justice Wolcott is requesting the starting rate for Mrs. Cappadonia to be \$18.00 per hour for an average of 25 hours per week; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the hiring of Mrs. Nancy Cappadonia to fill the position of Clerk of the Justice with a starting hourly rate of \$18.00 effective July 18, 2023.



RESOLUTION APPROVING AGREEMENT WITH THE ARTS COUNCIL FOR WYOMING COUNTY FOR THE LETCHWORTH ARTS & CRAFTS SHOW & SALE 2023

WHEREAS, the Arts Council for Wyoming County (“ACWC”) will be holding the Letchworth Arts & Crafts Show & Sale at the Perry Village Park between October 7, 2023 and October 9, 2023; and

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

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

AGREEMENT

This Agreement entered into this _____ day of _____, 2023 by and between the VILLAGE OF PERRY, a municipal corporation in the Village of Perry, County of Wyoming and State of New York, with its principal office at 46 North Main Street, Perry, New York 14530, hereinafter referred to as the "VILLAGE" and the ARTS COUNCIL FOR WYOMING COUNTY, a corporation in the said Village of Perry, County of Wyoming and State of New York, with its principal office at 31 South Main Street, Perry, New York, hereinafter referred to as the "ACWC".

INTRODUCTORY STATEMENT

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

That the ACWC will be hosting the Letchworth Arts & Crafts Show & Sale (hereinafter referred to as "Show") between October 7, 2023 and October 9, 2023 in the Village.

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

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

RECITALS

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

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

Services:

Village of Perry Police Department:

1. Police services at the Show from 6:00AM October 7, 2023 until 11:59PM October 9, 2023.

Village Department of Public Works:

1. "On-call" basis from 8:00AM October 5, 2023 until 11:59PM October 9, 2023.

2. Garbage management services on October 7, 2023 and October 8, 2023 from 10:00AM until 5:00PM, and October 9, 2023 from 10:00AM until 4:00PM.

Actual Event:

Event Times:

- Saturday, October 7, 2023 – 10:00AM to 5:00 PM
- Sunday, October 8, 2023 – 10:00AM to 5:00 PM
- Monday, October 9, 2023 – 10:00AM to 4:00PM

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

1. The Village Police Department will provide said police services at the Show from 6:00AM October 7, 2023 until 11:59PM October 9, 2023.
 - A minimum of eight (8) Village of Perry Police Officers will be on duty during regular hours of the Show.
 - There will be two officers patrolling the balance of the Village during the hours of 6:00PM-6:00AM and 7:00PM and 3:00AM, respectively.
 - The Village shall invoice ACWC for the hours of each Perry Police Department employee working the event at the following rates:

Employee Position	Rate of Pay per Hour	Overtime Rate of Pay
Police Officer, F/T 1	\$35.23	\$51.90
Police Officer, F/T 2	\$38.44	\$55.93
Police Officer, F/T 3	\$43.65	\$63.01
Police Officer, F/T 4	\$54.85	\$77.71
Police Officer, F/T 5	\$39.60	\$57.66
Police Officers, P/T	\$31.48	\$46.69

- The Village shall submit the invoice to ACWC within twenty (20) days of the close of the event (by October 31, 2023). Payment shall be remitted within thirty (30) days of receipt of the invoice.
- Vendors shall be notified that any material left overnight in the show area is at their own risk. The event grounds will not be patrolled at night. See VENDOR LIABILITY section below.

DEPARTMENT OF
PUBLIC WORKS:

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

1. ACWC will have access to the Village Department of Public Works representative on an “on-call” basis from 8:00AM October 5, 2023 until 11:59PM October 9, 2023.
2. The Village Department of Public Works will provide garbage management services on October 7, 2023 and October 8, 2023 from 10:00AM until 5:00PM, and October 9, 2023 from 10:00AM until 4:00PM.
3. The Village shall invoice ACWC for the hours of each DPW employee working the event at the following rates:

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

Employee Position	Rate of Pay	Overtime Rate of Pay	Double Time Rate of Pay
Working Foreman 1	\$38.73	\$55.85	\$72.97
Working Foreman 2	\$41.17	\$57.25	\$73.34
MEO 1	\$34.00	\$48.24	\$62.47
MEO 2	\$38.18	\$53.16	\$68.14
MEO 3	\$36.69	\$50.92	\$65.15
Laborer	\$26.87	\$38.93	\$50.99
Automotive Repair Worker	\$35.88	\$51.05	\$66.22
Laborer, Seasonal 1	\$21.61	\$31.88	\$42.14
Laborer, Seasonal 2	\$17.00	\$24.97	\$32.93
Water Treatment Plant Operator 1	\$35.50	\$50.48	\$65.45
Water Treatment Plant Operator 2	\$43.04	\$58.98	\$74.92
Sewer Plant Operator 1	\$35.50	\$50.48	\$65.45
Sewer Plant Operator 2	\$40.87	\$56.82	\$72.76

- The Village shall submit the invoice to ACWC within twenty (20) days of the close of the event (by October 31, 2023). Payment shall be remitted within thirty (30) days of receipt of the invoice.

ACCESS TO FACILITIES:

Skate Cabin at the Village Park:

1. ACWC will be given access Skate Cabin at the Village Park to facilitate registration and information distribution for the Show from 7:00AM October 5, 2023 until 6:00PM October 9, 2023.
1. The Skate Cabin will be unlocked each morning at 7:00 AM and locked each evening at 6:00 PM.
2. The DPW Superintendent or designee will hold the key and oversee the locking and unlocking of the Skate Cabin.
3. All other buildings on the park premises will be locked including the maintenance building, bathrooms, and Boy Scout cabin. There are two pavilions that will be accessible.

Vendor Set Up/Tear Down:

1. Vendors will be permitted to set up on Friday, October 6, 2023 between 6:00AM and 11:00PM.
2. Vendors may begin to tear down exhibits after conclusion of the Show on Monday, October 9, 2023

at 4:00PM and must be completed by 11:00PM on Monday, October 9, 2023.

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

VERIZON:

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

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

INSURANCE:

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

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

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

listing the Village of Perry as an additional insured.

2. Food Vendors.

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

3. Parking Space Owners.

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

b.

INDEMNITY:

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

FEES:

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

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

- The ACWC shall pay all legal fees incurred by the Village of Perry for the preparation/review of agreements, review of permits, correspondence with ACWC's legal counsel, and miscellaneous correspondence to answer Village questions.
- An Administrative Fee of \$5,000.00 for the work of the Village of Perry administrative staff will be added to the total cost of the event and borne by the ACWC. The Administrative Fee will be billed and due by October 31, 2023.
- The ACWC and Show will provide materials and equipment for trash collection.

VOLUNTEERS

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

PARKING/
SHUTTLLING

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

VENDOR
LIABILITY

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

PARK
CONDITIONS

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

ADVERTISING

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

MISCELLANEOUS:

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

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

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

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

VILLAGE

BY:

TITLE:_____

STATE OF NEW YORK)

COUNTY OF WYOMING) ss.:

On the_____day of_____, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACWC

BY:

TITLE: _____

STATE OF NEW YORK)

COUNTY OF WYOMING) ss.:

On the _____ day of _____, in the year 2023, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Indemnification Agreement – Transportation Service

SCHEDULE B

Indemnification Agreement – Food Vendor

SCHEDULE C

Indemnification Agreement – Parking Space Owner

SCHEDULE D

Wyoming County Worker's Comp Plan

SCHEDULE E

Village of Perry Traffic Control and Safety Plan

SCHEDULE F

Sample Written Notice of Vendor Liability

Dear Vendor:

Please be advised that the Village of Perry and the Arts Council for Wyoming County assume no responsibility for lost, damaged, or stolen goods and/or property during the 2023 Letchworth Arts & Crafts Show & Sale. Any materials left in your booth overnight in the show area are at your own risk. Please consider these risks and plan your exhibit accordingly.

Thank you.

Sincerely,

Arts Council for Wyoming County

I _____ as a vendor at the 2023 Letchworth Arts and Crafts Show & Sale acknowledge that any material left overnight in the show area is at my own risk.

By:

Date:



**RESOLUTION APPROVING NEW ENGLAND WASTE SERVICES OF ME, INC. (D/B/A CASELLA) RESIDUALS
MANAGEMENT SERVICE AGREEMENT**

WHEREAS, New England Waste Services of ME, Inc. (D/B/A Casella) provides transportation and disposal services of sludge for the waste water treatment plant; and

WHEREAS, the proposed agreement is for a three year term commencing on July 1st, 2023; and

WHEREAS, the costs are as follows:

Unclassified Sludge = \$145 per wet ton

Certified Class B Sludge = \$110 per wet ton

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the agreement with New England Waste Services of ME, Inc. (D/B/A Casella) ;and

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

RESIDUALS MANAGEMENT SERVICE AGREEMENT

DEFINITIONS

Customer: Village of Perry
7572 Water Street.
Perry, NY 14530

Contractor: New England Waste Services of ME, Inc., (d/b/a Casella)
755 Banfield Rd. Suite 201
Portsmouth, NH 03801

Plant: The plant referred to in this Agreement is Wastewater Treatment Plant located at Anthony St. and owned and/or operated by City of Schenectady.

Facility(ies): The facility(ies) referred to in this Agreement are Landfills operated by Casella and Bonny Hill Organics In. Thurston, NY and other locations permitted to receive the Residuals.

Residuals: The materials referenced in this Agreement are Biosolids, generated at the Plant.

RECITALS

WHEREAS, Customer operates the Plant, and, as a residual by-product thereof, generates approximately 300 wet tons per year of Residuals: and

WHEREAS, the parties desire for Contractor to provide a comprehensive service for the removal and disposition of said Residuals on the terms and conditions set forth herein and known as the "Agreement".

NOW, THEREFORE, for good and valuable consideration, the undersigned parties hereby agree as follows:

1. SERVICE

- 1.1. General. Contractor will collect at the Plant and transport and dispose of or recycle Residuals at the Facility(ies), according to a schedule (the "Schedule").
- 1.2. Residuals Removal Schedule. The Schedule for removal of Residuals shall be prepared by Customer weekly and approved by the Contractor and mutually agreed at least one week in advance. Customer will apply good faith efforts to accurately prepare the Schedule. All proposed changes to the Schedule will be made by the Customer directly to the Contractor, and not to Contractor's subcontract transporter (if any). Contractor will provide an empty trailer for live loading by the customer. pursuant to the Schedule Loading time should not take more than an hour. Unless otherwise mutually agreed, service is provided during the regular business hours 7AM-3PM Monday – Friday, exclusive of holidays.
- 1.3. The Containers. Contractor will utilize 30 cubic yard capacity roll off container (collectively, "Containers").
- 1.4. Loading and Minimum Load. Customer will load Contractor's Containers evenly, to the level specified by Contractor. All loads will be filled to a minimum amount of tons per load (the "Minimum Load"), as follows: 40-50 cubic yard capacity Dump Trailers 15 wet tons; At the discretion of the Contractor, the Minimum Load quantities may be adjusted to accommodate Contractor's operating requirements or legal requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor. Containers that are overfilled, and in the determination of the Contractor or Contractor's subcontract transporter would exceed the

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legal load limit may require that some Residuals be removed from the Container prior to being removed from the Plant.

- 1.5. Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals for purposes and in a manner other than those specified above, in accordance with applicable regulations.
- 1.6. Regulatory Responsibilities and Approvals. As the manager of the Residuals, Contractor will provide itemized reports tracking the transportation and disposal of all Residuals, and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies. Contractor will use reasonable business efforts to obtain permits and approvals, as required to fulfill its responsibilities pursuant to this Agreement, and service under this Agreement is contingent upon receipt and maintenance of applicable permits and approvals. Once obtained, Contractor will use reasonable business efforts to maintain such permits and approvals. Contractor will provide, upon request, to Customer copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer will provide Contractor, in a timely manner, with information about the production and/or waste treatment process generating the Residuals, the Residuals themselves, and the Customer's operations, and Customer will execute permit applications and other certifications, all as may be reasonably necessary for Contractor to manage the Residuals as contemplated herein

2. PRICE & TERMS

2.1. Rates.

2.1.1. Base Rate. Customer will compensate Contractor at the following rates pre wet ton of Residuals removed.

Unclassified Sludge = \$145 per wet ton

Certified Class B Sludge = \$110 per wet ton

(class B land app requires NYSDEC approval)

2.1.2. Demurrage. When Contractor transports Residuals, loading and departure times of greater than forty (60) minutes at Plant, when Contractor does not cause such delays, shall be billed to Customer at one hundred and thirty dollars (\$140.00) per hour. If Customer has no Container loaded and ready for removal according to the Schedule and cancels the pick-up upon Contractor's arrival at the Plant, a minimum four (4) hour demurrage charge will be applied.

2.1.3. Applicable Taxes and Fees. All Rates herein are exclusive of taxes and/or fees levied by the State, County or local municipalities and incurred by the Contractor to perform under this Agreement. Customer is solely responsible for payment of all such applicable taxes and fees associated with the services provided by Contractor.

2.2. Minimum Load. A charge will be made for the Minimum Load at the above rates for the minimum volumes (tons or yards) in the event that Customer fails to provide the Minimum Load, as specified herein.

2.3. No Load. A charge will be made based upon the Minimum Load calculation in the event that Customer has scheduled a load for removal, and Customer is scheduled to remove the load and finds that the container is empty, or is instructed by Customer to not remove a partially filled container. This "No Load Fee" will be waived provided that Customer has provided adequate notification of a change in the schedule to Customer (notification at least 12 hours prior to the scheduled time for removal)

2.4. Payment Terms & Credit Approval. Contractor's payment terms are Net Twenty (20) days. Customer agrees to make payment at the office of Contractor specified on the invoice within twenty (20) days after the date of Contractor's invoice. In the event Contractor has not received payment within twenty (20) days after the date of invoice, Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 18% per year, whichever is less. This Agreement and payment terms are effective only after Contractor's approval of Customer's

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credit. The parties agree that Contractor shall have the right to withhold, offset, recoup or debit any amounts owed (or become due and owing) to Contractor or any of its affiliates by Customer, whether under this Agreement or otherwise.

2.5. Inflation Correction. Contractor will increase all Rates annually on the anniversary date of the Effective Date of this Agreement, at a rate equal to the annual percentage increase in the **May** Consumer Price Index, published by the United States Department of Labor for All Urban Consumers, Series ID CUSR0000SEHG, water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted (<https://data.bls.gov/timeseries/CUSR0000SEHG>) for the month of **May**.

2.6. Fuel Adjustor. Contractor may assess a fee (the “Fuel Adjustor”) on a monthly basis to cover increases in Contractor’s costs caused by increases in the cost of diesel fuel over a floor price of \$ 4.50 per gallon (the “Floor Price”) based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1B (the “Index”) or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the “Service Month Index Price”) exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled “full history”.

The Fuel Adjustor will be made according to the following formula:

$$[(\text{Service Month Index Price/Floor Price}) \times 20\% \times (\text{Base Rate per ton})] - [20\% \times \text{Base Rate per ton}] = \text{Fuel Adjustor, per ton}$$

The following example is provided for clarification and reference purposes only:

Example:

Service Month Index	=	\$3.500
Floor Price	=	\$3.000
Base Rate per ton	=	\$50.00

$$[(\$3.500/3.000) \times 20\% \times \$150.00] - (20\% \times \$150.00)$$

= \$1.67 per ton

2.7. Extraordinary Rate Adjustments.

2.7.1. Allowable Adjustments. Contractor may make adjustments to cover increases in costs of Contractor’s provision of services (hereinafter “Rate Adjustments”) arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor’s violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals or an increase in intensity odors, (ii) changes in Quantities as per Article 5 of this Agreement, (iii) changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, (iv) revocation, suspension, denial or modification of any permit, license or approval, or (v) change in price to Contractor of disposal at any third party site, and all such Rate Adjustments in this Article 2.7.1 are subject to Customer’s approval.

2.7.2. Procedure for Rate Adjustment. Contractor shall provide Customer with written notice of any such Rate Adjustments described in Article 2.7.1. together with reasonable justification therefor. If Customer does not reject such Rate Adjustment in writing within seven (7) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment, and the new Rate will be effective as of that date (7 days after written notice by

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Contractor). If Customer rejects such Rate Adjustment, Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice from the date of rejection, provided that Customer shall not have the right to reject the Inflation or Fuel Correction described above in Article 2.5 and 2.6. Notwithstanding Contractor's notice to so terminate this Agreement, Customer may extend this Agreement at the increased rate for up to six (6) months after Contractor's notice of the increased rate; provided, Customer notifies Contractor in writing no more than fifteen days (15) after receiving notice of Contractor's intent to terminate, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.

- 2.8. Measurement & Reports. Contractor will weigh all Residuals on a certified scale at the Contractor's Facility (ies), the Plant or other suitable location, and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing and regulatory reporting for Residuals managed under this Agreement. Contractor will provide Customer with a scale report or shipping report monthly via e-mail,. The scale report includes a complete listing of the data on all the individual scale/shipping records. Prior to removing Containers or trailers loaded with Residuals from Customer's Plant, representatives of both Customer and Contractor will sign a Shipping Record prepared by the Contractor to verify information about the load contained therein, including the total volume of Residuals in cubic yards. If a representative of the Customer is not available at the time of service, the Shipping Record signed solely by the Contractor will be used to verify the information about the load. If certified scales are temporarily not available, the signed Shipping Records will be the basis for measurement and billing for the Residuals managed under this Agreement. Contractor will use an assumed density of Eighteen Hundred (1,800) pounds per cubic yard of Residuals, unless density is reasonably documented by the Contractor or Customer to differ by more than five (5) percent.

3. RESIDUALS QUALITY & QUALITY STANDARD

- 3.1. Quality Standard. Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. The Residuals shall meet the requirements of applicable law, regulation and permits for the uses contemplated in this Agreement. Customer will provide Residuals that are not frozen and are free of any trash, hazardous waste or other debris. The Residuals in the form of Dewatered Biosolids will have no free liquid, be *free from excessive odors*, have a minimum total solids concentration of greater than *twenty percent (20%)* and pass a paint filter test. Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All materials generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste in its sole discretion. Customer shall use reasonable business efforts to generate and provide to Contractor Residuals that meet the Quality Standard. Contractor shall have the right of first refusal to transport, process, recycle and/or dispose of Non-Conforming Waste. Customer shall provide Contractor with a Safety Data Sheet referencing the Residuals, and materials used in their production.
- 3.2. Odor Control. Customer is responsible for providing Residuals that are free from excessive odors. Residuals that cause odors during transport or at the Facility are Non-Conforming Waste per Section 3.1. Customer will ensure that odors will be addressed during Service. Customer will install, operate, and maintain a system to introduce odor neutralizing compounds. It is incumbent on the Customer to ensure the proper function, of the system and effective treatment of all Residuals intended for removal by Contractor.
- 3.3. Timely Odor Notification. Customer is responsible for prompt notification to Contractor (within 24 hours), of observable changes or process upsets that appear to reduce the effectiveness of the odor neutralizing compounds, or the general intensity of odor observed in the Residuals or increases the level/intensity of the odor observed in the Residuals.
- 3.4. Changes in Quality. Customer will use reasonable Business? efforts to notify Contractor in writing ninety (90) days in advance of any change in the treatment or manufacturing process at the Plant that could materially affect the quality of the Residuals. Any material change in the composition of the Residuals to be generated may, in the

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sole discretion of Contractor, be considered a material change and, in the Contractor's sole discretion, may require new characterization, approval, and price.

4. TITLE

- 4.1. Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor does not provide transportation, title to Residuals shall pass to the Contractor upon receipt at the Facility(ies). Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer. The provisions of this Section shall survive the termination of this Agreement without regard for the reason for termination.
- 4.2. In the event that the Service provided by the Contractor as described herein contributes to the creation of attributes such as carbon offset credits, renewable energy credits, tax benefits and the like (hereinafter "Environmental Credits"), Contractor retains the rights and title to such Environmental Credits, and to the extent practical, Customer will provide substantiating documentation related to the Service.

5. QUANTITIES

- 5.1. Customer is not obligated to provide a minimum quantity of Residuals to Contractor. However, Customer will provide to the Contractor, and Contractor will manage pursuant to this Agreement, all of the Residuals generated at the Plant. Should the quantities vary by more than 10% from the quantities specified in the Recitals, this may be considered a material change and, in the Contractor's sole discretion, may require a new price.

6. RESIDUALS ANALYSES

- 6.1. Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by regulation for the uses contemplated in this Agreement, including those required by the Facility(ies) and Plant permits. Customer will promptly provide to each other all laboratory analyses (and information which it obtains about the Residuals and which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to this Agreement. Provide complete analyses (Chain of Custody, as issued by the lab EDD format). If Contractor obtains test data on the Residuals, Customer may request copies of the analyses.

7. TERM, TERMINATION & SURVIVAL

- 7.1. A Term. This Agreement shall be effective on the latest date of execution hereof (the "Effective Date") . The Initial Term of this Agreement shall be **Three (3) years**, commencing **on July 1st 2023** (the "Service Start Date"). Thereafter, the term shall be automatically extended for additional three (1) year terms, unless either party provides written notice of termination to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least six (6) months prior to the expiration of the Initial Term or any
- 7.2. Termination. Termination shall be permitted (i) as provided in Article 2.6.2; (ii) immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be materially untrue; (iii) for Breach, as provided for in the Standard Terms and Conditions Attached; (iv) at any time by both parties upon mutual written agreement.

8. INSURANCE

- 8.1. Contractor & Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business automobile and general liability insurance including bodily injury, property damage, environmental impairment liability and contractual liability with policy limits of not less than \$1,000,000 combined single limit, each occurrence.
- 8.2. During the term of this Agreement, it may be necessary or desirable for the parties to exchange "Confidential" or propriety information as is required for each to perform its obligations hereunder, including but not limited to identification of Contractor's Facility (ies) used for service hereunder, Contractor's rates, the content of this Agreement, and Contractor's customer list. Each party agrees to use only for the intended purposes and to maintain in confidence any information designated herein or later in writing as "Confidential" by the other party during the term of this Agreement, and for a period of three years after termination of this Agreement. The standard of care for

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protecting such information, imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by the party receiving it at the time of disclosure, or (d) required by court or regulatory order to be disclosed.

- 8.3. Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use at the Facility (ies) without any additional charge, compensation or consideration therefor.
- 8.4. The provisions of this Section 9 shall survive the termination of this Agreement without regard for the reason for termination.

9. STANDARD TERMS AND CONDITIONS

Casella Organics' Standard Terms and Conditions are attached as Exhibit A and are incorporated herein.

Executed and agreed as of the day and year last written below.

Authorized Agent for Contractor
Casella Organics

Authorized Agent for Customer
Village of Perry

By: _____
(signature)

By: _____
(signature)

Name: Robert Cappadonna

Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

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EXHIBIT A: STANDARD TERMS AND CONDITIONS

Notices. All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

New England Waste Services of ME, Inc.
Casella Organics
110 Main Street Suite 1308
Saco, ME 04072

With a copy to
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: Office of General Counsel

PARTY 2

With a copy to
7572 Water Street.
Perry, NY 14530

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the state in which services are being performed except for conflicts of laws provisions that would apply the substantive law of another state.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over _____ County, _____.

Compliance with Law. The parties agree to comply at all times with all applicable federal, state, and local laws, by-laws, ordinances rules and regulations.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Breach and Nonpayment. Neither party may cancel or terminate this Agreement ("terminating party") as a result of the other party failing to substantially perform its obligations hereunder ("breaching party") unless such failure shall continue for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing. . In the case of three (3) repeated deliveries of Non-Conforming Waste by Customer to Contractor in a six (6) month period, Contractor may terminate this Agreement with ten (10) days written notice to Customer. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services (including provision of equipment) until all past due amounts are paid. Customer will be responsible for all charges for the Contractor's reasonable expenses of collection of overdue amounts, including, but not limited to legal expenses.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement; or (vi) the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other

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of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance; b. it has full power and authority to execute, deliver and perform its obligations under this Agreement; c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound. These warranties shall survive the expiration or termination of this Agreement.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Survival. The provisions of the Indemnification and Representations and Warranties of Authority Sections of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

Independent Contractor. Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by the Contractor shall at all times, be under its exclusive direction and control.

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Nothing in this Agreement shall be construed to designate the Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transactions described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes.

a. Unless otherwise ordered by the court, if a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. Each party shall bear its own costs and expenses related to any mediation including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of arbitration. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

b. Notwithstanding the foregoing to the contrary, the parties hereby understand and agree that where a party believes it may suffer immediate and irreparable harm and damage should a party fail to comply with any of its obligations under this Agreement and that monetary damages will be inadequate to compensate such party for such a breach of this Agreement, the parties agree that a party shall not be required to proceed with mediation as described herein but shall be entitled to all appropriate relief, including, without limitation, injunctive and other equitable relief, by a court of competent jurisdiction to enforce the terms of this Agreement including the payment of reasonable attorneys fees and costs.

Indemnification.

a. Contractor, by acceptance of the Residuals identified in this Agreement, agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless Customer, its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from Contractor's handling, transporting, recycling or disposing of Residuals, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Contractor or Contractor's breach of the terms and conditions of this Agreement. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from Customer's provision to Contractor of Hazardous Waste or Non-Conforming Waste.

b. Customer hereby agrees for itself, its successors, and assigns, to defend indemnify, and hold harmless Contractor its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim of tortious interference, restraint of trade or any similar type of claim or any claim for loss of, or damage to, property, including Contractor's property, and injuries to, or death of persons, including Contractor's employees, to the extent caused by, or resulting from, Customer's: (i) negligence or willful misconduct; or (ii) provision to Contractor of Non-Conforming Waste, or (iii) any other breach of the conditions of this Agreement.

c. Customer and Contractor agree to mutually waive special, indirect, incidental, consequential or punitive damages between the parties. USE THIS SECTION EXCEPT WHEN CUSTOMER IS A PRIVATE COMPANY SUBCONTRACTING FROM THE GENERATOR.

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**VILLAGE OF PERRY RESOLUTION TO SEEK LEAD AGENCY
& SCHEDULE A PUBLIC HEARING
RELATING TO THE PROPOSED LOCAL LAW ENTITLED
"AMENDING §405 'VEHICLES AND TRAFFIC'"
OF THE VILLAGE CODE
OF THE VILLAGE OF PERRY**

Adopted: _____, 2023

The Trustees of the Village of Perry met at a regular board meeting at the Village Hall of the Village of Perry, on the ____ day of _____, 2023, commencing at ____:____ p.m. and the following members were:

Present:	Mayor	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____
Absent:	_____	_____

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

WHEREAS, the Village Board of Trustees of the Village of Perry are considering a proposed local law, entitled "Amending §405 'Vehicles and Traffic'" of the Village Code of the Village of Perry to establish regulations relative to oversized vehicle parking in the Village; and

WHEREAS, the Village of Perry wishes to prohibit oversized vehicle parking on residential streets, to ensure loading or unloading of a persons or property, service to a property in the vicinity, emergency repairs, emergency vehicle travel, and wheelchair-accessible vans are not interfered with; and

WHEREAS, pursuant to and in accordance with the provision of section 617.6 (Initial Review of Actions and Establishing Lead Agency) of the New York State Environmental Quality Review Regulations, (6 NYCRR part 617) the Village of Perry declares its intention to seek lead agency status for purposes of SEQRA review, has reviewed the proposed law and will take a "hard look" at all potential adverse environmental impacts pursuant to SEQRA by completing Part 1 of a Short Form EAF, and shall advise all other involved and/or interested agencies that it believes it is the proper Lead Agent for this Action. Those Agencies are listed as follows:

1. Wyoming County Board of Supervisors
2. Wyoming County Agriculture and Farmland Protection Board (AFPB)
3. Wyoming County Planning Board
4. Village of Perry Planning Board
5. Village of Perry Zoning Board of Appeals
6. Department of Environmental Conservation
7. Town Board of the Town of Perry
8. Town Board of the Town of Castile

and;

WHEREAS, pursuant to §§239-l and 239-m of the General Municipal Law, said local law

and all supporting documentation, shall be submitted to the Wyoming County Planning Board for their review and recommendations; and

WHEREAS, the Village Board of Trustees feels it is in the best interest of the Village of Perry to hold a public hearing to consider the adoption of said local law.

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

RESOLVED, pursuant to and in accordance with the provision of section 617.6 (Initial Review of Actions and Establishing Lead Agency) of the New York State Environmental Quality Review Regulations, (6 NYCRR part 617) the Village Board of the Village of Perry declares its intention to seek lead agency status for purposes of SEQRA review, has reviewed the proposed law and will take a “hard look” at all potential adverse environmental impacts pursuant to SEQRA by completing Part 1 of a Short Form EAF, and shall advise all other involved and/or interested agencies that it believes it is the proper Lead Agent for this Action. Those Agencies are listed as follows:

1. Wyoming County Board of Supervisors
 2. Wyoming County Agriculture and Farmland Protection Board (AFPB)
 3. Wyoming County Planning Board
 4. Village of Perry Planning Board
 5. Village of Perry Zoning Board of Appeals
 6. Department of Environmental Conservation
 7. Town Board of the Town of Perry
 8. Town Board of the Town of Castile
- and be it further;

RESOLVED, that pursuant to §§239-l and 239-m of the General Municipal Law, said local law shall be submitted to the Wyoming County Planning Board for their review and recommendations at their next meeting on the 7th day of August, 2023; and be it further

RESOLVED, that Village Board of the Village of Perry will hold a public hearing on the proposed adoption of the Oversized Vehicle Parking law on the 21st day of August, 2023 at 8:00 p.m., at which time all interested parties and citizens for or against the proposed local law will be heard.

Ayes: ____

Nays: ____

Quorum Present: ☐ Yes ☐ No

Dated: _____, 2023

Christina Slusser, Clerk

Village of Perry

[SEAL]

**A PROPOSED LOCAL LAW ENTITLED
“AMENDING §405 ‘VEHICLES AND TRAFFIC’”
OF THE VILLAGE CODE OF THE VILLAGE OF PERRY**

BE IT ENACTED by the Village Board of the Village of Perry as follows:

SECTION I. ENACTMENT.

The Village Board of the Village of Perry hereby adopts the following changes to the Village Code of the Village of Perry:

Article I. General Provisions

§405-3. Definitions.

B. The following words and phrases, which are not defined by Article 1 of the Vehicle and Traffic Law of the State of New York, shall have the meanings respectively ascribed to them in this section, for the purpose of this chapter:

Add:

Oversized Vehicle- A vehicle which meets one or more of the following criteria:

- A. Vehicle or load height exceeds 7.5 feet; and which has a width which exceeds 7.5 feet, as measured from the widest portion of the vehicle or load, but not including mirrors; and has a length which exceeds 26 feet (in combination with any attached trailers); or*
- B. Manufacturer’s gross vehicle weight rating exceeds 10,000 pounds.*

Article III. Parking, Standing and Stopping

Add:

§405-25.1 Oversized Vehicle Parking

§405-25.2 Parking of Oversized Vehicles.

In residential streets, it is unlawful for any person to park an oversized vehicle on any public street.

§405-25.3 Exceptions for Oversized Vehicles.

This article shall not prohibit the parking of oversized vehicles on public streets for any of the following activities:

- A. Loading or unloading of persons or property;*
- B. Service to a property in the vicinity;*
- C. Emergency repairs or waiting for a tow operator for no longer than eight hours;*

- D. Any emergency vehicle of any political subdivision of the State of New York; or*
- E. Wheelchair-accessible vans.*

SECTION II. SEVERABILITY/VALIDITY

If any part or provision of this local law, or the application thereof, to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this local law, or application thereof to other persons or circumstances, and the Village Board of the Village of Perry hereby declares that it would have passed this Local Law or the remainder thereof, had such invalid application or invalid provision been apparent.

SECTION III. REPEAL

All ordinances, local laws and parts thereof inconsistent with this local law are hereby repealed.

SECTION IV. EFFECTIVENESS

This local law shall take effect immediately upon filing in the office of the Secretary of State in accordance with §27 of the Municipal Home Rule Law of the State of New York.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			☐	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			☐	☐
3. a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, are adjoining or near the proposed action:				
☐ Urban	☐ Rural (non-agriculture)	☐ Industrial	☐ Commercial	☐ Residential (suburban)
☐ Forest	☐ Agriculture	☐ Aquatic	Other(Specify):	
Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO ☐ ☐	YES ☐ ☐	N/A ☐ ☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☐	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO ☐ ☐ ☐	YES ☐ ☐ ☐	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO ☐	YES ☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO ☐	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO ☐	YES ☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO ☐ ☐	YES ☐ ☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO ☐ ☐	YES ☐ ☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest Agricultural/grasslands Early mid-successional ☐ Wetland ☐ Urban Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☐	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☐	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO ☐ ☐ ☐	YES ☐ ☐ ☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO ☐	YES ☐
49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO ☐	YES ☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO ☐	YES ☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		

**VILLAGE BOARD OF THE VILLAGE OF PERRY
RESOLUTION TO DIRECT COMMENCEMENT OF ACTION
ON BEHALF OF MUNICIPALITY**

Adopted: _____, 2023

WHEREAS, the Village Board of the Village of Perry met at a regular board meeting at the Village Hall located at 46 North Main Street on the ____ day of _____ 2023, commencing at __: __ p.m., at which time and place the following members were:

<u>Present:</u>	Mayor	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____

<u>Absent:</u>	_____	_____
----------------	-------	-------

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, it appears that Raymond Hall is in violation of §465-14-B(2) of the Zoning Code of the Village of Perry relative to the property located at 17 Water Street, Perry, New York 14530; and

WHEREAS, it appears to be in the best interest of the Village of Perry to prohibit Raymond Hall from continuing to be in violation of said Section of §465-14-B(2) of the Zoning Code of the Village of Perry; and

WHEREAS, the Village Board of the Village of Perry feels it is in the best interest of the Village of Perry to retain the services of Village Attorney, David M. DiMatteo, Esq. to pursue the enforcement of §465-14-B(2) of the Zoning Code of the Village against Raymond Hall to ensure that this property is brought into compliance with said Law.

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

RESOLVED, that the Mayor of the Village of Perry, be and he hereby is authorized and directed to retain the services of David M. DiMatteo, Attorney for the Village of Perry in this matter, upon such terms as he deems proper and advisable, and Mayor of the Village of Perry shall authorize David M. DiMatteo on behalf of the Village of Perry to take such action as may be deemed advisable to prevent any continuation of the violation of §465-14-B(2) of the Zoning Code of the Village of Perry and the seeking of permanent injunction.

Ayes: ____

Nays: ____

Quorum Present: __ Yes __ No

Dated: _____, 2023

[SEAL]

Christina Slusser, Clerk
Village of Perry

**VILLAGE BOARD OF THE VILLAGE OF PERRY
RESOLUTION TO DIRECT COMMENCEMENT OF ACTION
ON BEHALF OF MUNICIPALITY**

Adopted: _____, 2023

WHEREAS, the Village Board of the Village of Perry met at a regular board meeting at the Village Hall located at 46 North Main Street on the ____ day of _____ 2023, commencing at __: __ p.m., at which time and place the following members were:

<u>Present:</u>	Mayor	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____

<u>Absent:</u>	_____	_____
----------------	-------	-------

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, it appears that JMD Infinity Inc. is in violation of §465-14-B(1), §465-14-B(2) and §465-14-B(4) of the Zoning Code of the Village of Perry relative to the property located at 205 South Main Street, Perry, New York 14530; and

WHEREAS, it appears to be in the best interest of the Village of Perry to prohibit JMD Infinity Inc. from continuing to be in violation of said Section of §465-14-B(1), §465-14-B(2) and §465-14-B(4) of the Zoning Code of the Village of Perry; and

WHEREAS, the Village Board of the Village of Perry feels it is in the best interest of the Village of Perry to retain the services of Village Attorney, David M. DiMatteo, Esq. to pursue the enforcement of §465-14-B(1), §465-14-B(2) and §465-14-B(4) of the Zoning Code of the Village against JMD Infinity Inc. to ensure that this property is brought into compliance with said Law.

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

RESOLVED, that the Mayor of the Village of Perry, be and he hereby is authorized and directed to retain the services of David M. DiMatteo, Attorney for the Village of Perry in this matter, upon such terms as he deems proper and advisable, and Mayor of the Village of Perry shall authorize David M. DiMatteo on behalf of the Village of Perry to take such action as may be deemed advisable to prevent any continuation of the violation of §465-14-B(1), §465-14-B(2) and §465-14-B(4) of the Zoning Code of the Village of Perry and the seeking of permanent injunction.

Ayes: ____

Nays: ____

Quorum Present: ____ Yes ____ No

Dated: _____, 2023

[SEAL]

Christina Slusser, Clerk
Village of Perry

VILLAGE BOARD OF THE VILLAGE OF PERRY
RESOLUTION TO AUTHORIZE THE SUBMISSION OF OFFICIAL FORM 410

Adopted: _____, 2023

WHEREAS, the Village Board of the Village of Perry met at a regular board meeting at the Village Hall located at 46 North Main Street 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, on April 27, 2020 the Village of Perry adopted a Small Business Support Loan Program under the name, Fresh Start 2020; and

WHEREAS, it is understood that the Village granted a 2020 Fresh Start Loan to Giuseppe Gentile originally amounting in \$4,800.00, with an interest rate of 0% and monthly payment of \$100.00 beginning November 30, 2020 and is scheduled to end November 1, 2024; and

WHEREAS, Giuseppe Gentile has declared for bankruptcy as of May 25th, 2023 in result of him being unable to pay his debt from the Fresh Start Loan program; and

WHEREAS, the Village Board of the Village of Perry feels it is in the best interest of the Village of Perry to submit an Official Form 410 Proof of Claim to the Western District of New York, United States Bankruptcy Court; and

WHEREAS, the Village Attorney of the Village of Perry, David M. DiMatteo, Esq., has drafted an Official Form 410 Proof of Claim to the Western District of New York, United States Bankruptcy Court, which has been reviewed by the board.

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

RESOLVED, the Village of Perry board the Village of Perry hereby authorizes the Village Attorney, David M. DiMatteo, Esq., to submit the Official Form 410 Proof of Claim to the Western District of New York, United States Bankruptcy Court that has been drafted on behalf of the Village of Perry.

Ayes: ____

Nays: ____

Quorum Present: __ Yes __ No

Dated: _____, 2023

[SEAL]

Christina Slusser, Clerk
Village of Perry

Fill in this information to identify the case:

Debtor 1 Giuseppe Gentile

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Western District of New York



Case number 1-25-10505-PRW

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Village of Perry</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Village of Perry</u> Name <u>46 North Main Street</u> Number Street <u>Perry</u> <u>NY</u> <u>14530</u> City State ZIP Code Contact phone <u>(585)237-2216</u> Contact email <u>spierce@villageofperry.com</u>	Where should payments to the creditor be sent? (if different) <u>Village of Perry (c/o DiMatteo & Roach)</u> Name <u>87 North Main Street</u> Number Street <u>Warsaw</u> <u>NY</u> <u>14569</u> City State ZIP Code Contact phone <u>(585)786-2110</u> Contact email <u>ddimatteo@ddimatteolaw.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 3,488.00. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money Loaned

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: Biblio-Tech Cafe; Giuseppe Gentile
Basis for perfection: Continuing Unlimited Guaranty of Giuseppe Gentile
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 0.00 - Lease from Property owner
Amount of the claim that is secured: \$ 1,600.00
Amount of the claim that is unsecured: \$ 3,488.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 4,800.00
Annual Interest Rate (when case was filed) 9.00 %
☒ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☒ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☒ Other. Specify subsection of 11 U.S.C. § 507(a)(8-ii) that applies.

\$ 3,488.00

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/16/2023
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>David M. DiMatteo</u>		
	First name	Middle name	Last name
Title	<u>Village Attorney</u>		
Company	_____ Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>87 North Main Street</u>		
	Number	Street	
	<u>Warsaw</u>	<u>NY</u>	<u>14569</u>
	City	State	ZIP Code
Contact phone	<u>(585)786-2110</u>	Email	<u>ddimatteo@ddimatteolaw.com</u>

RESOLUTION TO HOLD JOINT MEETING VILLAGE OF PERRY

WHEREAS, the Board of Trustees of the Village of Perry having duly convened this date for the purpose of considering the formation of a joint fire district pursuant to the provisions of section 189-a of the Town Law and section 22-2210 of the Village Law, and

WHEREAS, such joint district may include all parcels of land within the incorporated limits of the Village of Castile, and all parcels of land in the Town of Castile excluding the Village of Perry.

WHEREAS, such joint district also may include all parcels of land within the incorporated limits of the Village of Perry, which is located in part in both the Towns of Castile and Perry, pending the involvement and approval of the Village of Perry and Town of Perry.

WHEREAS, such joint district also may include all parcels of land in the Town of Perry excluding the Perry Center Fire District and excluding all portions of the Town of Perry located to the north of State Route 90A.

WHEREAS, such joint district also may include all parcels of land within the incorporated limits of the Village of Silver Springs in the Town of Gainesville, and all parcels of land in the Town of Gainesville excluding the Village of Gainesville and excluding all portions of the Town of Gainesville provided fire protection by contract by the Gainesville Fire Department, Inc.

WHEREAS, at least the majority of the members of the Board of Trustees of the Village of Perry deems it in the public interest to hold a joint meeting with the Town of Perry Town Board, the Village of Castile Village Board, the Town of Castile Town Board, the Village of Silver Springs Village Board, and the Town of Gainesville Town Board to consider the question of the formation of a joint fire district for the Villages of Silver Springs, Castile and Perry, and the Towns of Castile, Gainesville and Perry.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Board of Trustees of the Village of Perry, the Town Board of the Town of Perry, the Village Board of the Village of Castile, the Town Board of the Town of Castile, the Village Board of the Village of Silver Springs, and the Town Board of the Town of Gainesville will hold a joint meeting on the 25th day of July, 2023 at the Village of Silver Springs Municipal Offices and Fire Department at 43 N. Main Street, Silver Springs, NY 14550 at 6 p.m., to consider the formation of said joint fire district, and for such other and further action on the part of said Boards with relation thereto as may be authorized and prescribed by law.

BE IT FURTHER RESOLVED AND ORDERED, that the Village Clerk shall cause a notice, specifying the time and place of the joint meeting, to be posted on the village sign-board and website, if applicable, and notice shall also be transmitted to the news media.

, Mayor

, Trustee

, Trustee

, Trustee

, Trustee

BY ORDER OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PERRY

Dated: _____, 2023

, Village Clerk

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT A PUBLIC MEETING shall be held on the 25th day of July, 2023 at 6:00 pm at the Village of Silver Springs Municipal Offices and Fire Department at 43 N. Main Street, Silver Springs, NY 14550. The Town Boards of the Towns of Castile, Gainesville, and Perry, and the Village Boards of the Villages of Castile, Silver Springs, and Perry shall be present. The purpose of the meeting is to consider the formation of a joint fire district, and for such other and further action on the part of said Boards with relation thereto as may be authorized and prescribed by law.

The joint fire district may include all or part the following areas:

In the Town of Castile:

- All parcels of land within the incorporated limits of the Village of Castile.
- All parcels of land in the Town of Castile excluding the Village of Perry.
- All parcels of land within the incorporated limits of the Village of Perry, which is located in part in both the Towns of Castile and Perry.

In the Town of Perry:

- All parcels of land in the Town of Perry to exclude the Perry Center Fire District and to exclude all portions of the Town located to the north of State Route 20A.
- All parcels of land within the incorporated limits of the Village of Perry, which is located in part in both the Towns of Castile and Perry.

In the Town of Gainesville:

- All parcels of land within the incorporated limits of the Village of Silver Springs in the Town of Gainesville.
- All parcels of land in the Town of Gainesville excluding the Village of Gainesville and excluding all portions of the Town of Gainesville provided fire protection by contract by the Gainesville Fire Department, Inc.

**VILLAGE OF PERRY VILLAGE BOARD
RESOLUTION SETTING A PUBLIC HEARING AND AUTHORIZING THE
EXPENDITURE OF \$58,486.00 FROM THE EQUIPMENT RESERVE FUND
SUBJECT TO PERMISSIVE REFERENDUM**

The Village Board of the Village of Perry met at a Village Board meeting at the Village Offices in the Village of Perry, New York on the 17th day of July 2023, commencing at 7:30 p.m. at which time and place the following members were:

Present:	Mayor	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____
	Trustee	_____

Absent:

WHEREAS, all Village Board Members, having due notice of said meeting, and that pursuant to Section 94 of the Public Officers Law (Public Meetings Law), said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, the Village of Perry, pursuant to Section 6-c of the General Municipal Law, duly established a Capital Reserve Fund on the 14th day of April 1999 to finance the cost of future acquisition of DPW, Fire and other equipment deemed necessary by the Village Board; and

WHEREAS, the Village Board of the Village of Perry has determined that it is necessary and in the best interests of said Village to purchase a Titan Leaf Pro Vacuum Leaf Loader; and

WHEREAS, the cost of the Titan Leaf Pro Vacuum Leaf Loader is \$65,486.00; and

WHEREAS, the available balance of the Capital Equipment Reserve Fund as of July 1, 2023 is \$212,806.96; and

NOW ON MOTION OF Trustee _____ which has been duly seconded by Trustee _____,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Perry has determined that it is in the best interest of said Village to purchase a Titan Leaf Pro Vacuum Leaf Loader; and be it further

RESOLVED, that the Village Board of the Village of Perry will hold a public hearing on the proposed action on the 7th day of August, 2023 at 8:00p.m., at which time all interested parties and citizens for or against the proposed action will be heard; and

RESOLVED, that the Village Board of the Village of Perry authorizes the Mayor of the Village of Perry to, contingent upon the passage of the permissive referendum period required under law without petition for a permissive referendum, to expend \$58,486.00 from the Equipment Reserve fund for the purchase of a Titan Leaf Pro Vacuum Leaf Loader; and be it further

RESOLVED, that the Village Clerk be and she hereby is directed to publish an abstract of this resolution concisely stating the purpose and effect thereof in the Village's Official newspaper within ten (10) days after the date of the adoption; and be it further

RESOLVED, that said resolution shall not take effect until thirty (30) days after its adoption or until approved by the affirmative vote of a majority of the qualified electors of the Village of Perry.

Aye: ____

Nay: ____

Quorum Present: ____ Yes ____ No

Dated: July 17, 2023

SEAL

Christina Slusser, Village Clerk
Village of Perry

Village of Perry
Village Board Meeting
7/17/2023

Clerk/Deputy Treasurer Report

FY 2023-2024

Abstract # 4

Vouchers # 149 - 274

General Fund	\$ 73,799.56
Special Grant Fund	\$ -
Water Fund	\$ 8,458.33
Sewer Fund	\$ 5,875.00
Capital Projects Fund	\$ 49,515.00
Trust & Agency	\$ 9,318.00
Silver Lake Watershed Commission	\$ -
Total	\$ 146,965.89

- **Vouchers were audited by Trustee Draper**
- **Prepaid to avoid late fees** **\$ 47,780.27**
 - BAN Payment for Police Vehicle \$ 45,000.00
 - Utilities/Misc \$ 1,055.27
 - Chalk Festival \$ 1,725.00
- **Breakdown of Capital Projects:**
 - WWTP Project \$ 49,515.00

Village of Perry - 2023 - 2024 - Village Tax Collection
Trial Balance - All Swis Codes
07-14-23

Original Warrant	2,317,685.43
Adjustments	0.00
Adjusted Warrant	2,317,685.43
Full Payments	2,087,574.76
Penalties	397.96
Total Collections	2,087,972.72
Taxes Outstanding	230,110.67

**PERRY POLICE DEPARTMENT
2023 REPORT**

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Total Calls	315	242	343	306	385	410							2001
Domestics	13	10	9	15	20	17							84
Vehicle Accidents	7	1	5	4	4	4							25
(vehicle injury)	0	0	0	1	0	0							0
Gasoline	354	370	351	353	375	361							2164
Value of Stolen Property/larceny	\$4,900	\$2,600	\$1,680	\$4,200	\$500	\$1,405							\$15,285
Loss Due Mischief	\$20,200	\$0	\$1,100	\$450	\$600	\$0							\$22,350
Summons Issued	90	70	70	88	128	131							577
Arrested Persons	13	9	13	24	20	22							101
Misdemeanor (counts)	7	5	1	17	15	22							67
Felonies (counts)	1	4	8	1	8	1							23
Violation (counts)	7	10	8	27	15	19							86
MHA Arrest	4	6	3	6	7	4							30
Overdose	2	1	0	0	1	0							4
Speed Signs - # vehicles													
South Main Street	58,720	56,243	59,621	62,738	68,320	72,342							377984
North Center Street	54,203	54,684	57,818	57,818	60,571	53,148							338242
North Main Street	n/a	58,917	86,100	85,300	n/a	n/a							230317
55 South Main St	5	6	11	12	6	7							47
55 Elm St (DePaul)	3	4	5	3	3	7							25
Use of Force	0	0	0	0	0	0							0

**OFFICER STATS
2023**

	RUSSELL			CROLL			MASC			KRAMELL			DAKOTA SPINK			DAVE SPINK		
Complaint/ Arrest/ Tickets	C	A	T	C	A	T	C	A	T	C	A	T	C	A	T	C	A	T
JAN	32	3	9	72	0	9	33	0	1	33	2	22	45	3	15	8	1	15
FEB	61	2	4	55	0	4	11	0	0	18	2	15	32	1	10	5	0	9
MAR	58	1	7	57	1	2	47	0	0	13	2	5	48	2	14	34	2	9
APR	49	1	7	26	1	2	36	0	0	53	9	33	42	5	10	32	4	10
MAY	32		4	0	0	0	12	1	0	51	5	35	81		11	44	5	34
JUN	46	1	8	0	0	0	25	0	2	89	9	41	85	4	20	14	2	17
JUL																		
AUG																		
SEP																		
OCT																		
NOV																		
DEC																		
TOTAL	278	8	39	210	2	17	164	1	3	257	29	151	333	15	80	137	14	94

[illegible]

At WTP, 750 Tower 2023 July Village Board Report

WTP

1. Complete all monthly water samples for VOP, TOP and TOC.
2. Mow and weed eat at WTP, 750 Tower and Perry Center Booster Station.
3. Read VOP water meters.
4. Check Final water meter readings.
5. Check Sewer Inflow Inspections.
6. Shut off/turn on VOP residents water service for non-payment.
7. Clean inline turbidity monitors, weekly.
8. Read Splash Pad water meter, daily. Water usage so far is 1,802,600 gallons for a daily average of 38,355 GPD.
9. Perform Profile Extractions for VOP residents water meters to determine high usage.
10. Update WTP Emergency Response Plan and Vulnerability Assessment Plan.
11. Clean out Chlorine Bulk tank #2.
12. Plot VOP water Curb boxes into GPS.
13. Brush Hog behind Clear Well at WTP.
14. Total amount of water produced for the month of June was 17,934,984 gallons for a daily average of 597,832 GPD.

WWTP

1. Collect all monthly wastewater samples including Sludge Cake samples for VOP.
2. Mow and weed eat WWTP, Roadside and Dump.
3. Decant sludge from NEW Aerobic Digestors.
4. Run NEW sludge press to dewater sludge.
5. Load Cake sludge for Casella to haul to landfill for us.
6. Skim grease off Primary Clarifiers, weekly.
7. Hose Primary and Final Clarifier, weirs, and inlets.
8. Hose Trickling Filters, weekly.
9. Clean Domes on Lake Street pump station.
10. Complete all monthly greasing's including NEW equipment.
11. Start up and Training on NEW UV system and NEW Aerobic Digestors.
12. Perform DMR QA 43 study for EPA Lab compliance.
13. Re-wire floats and update conduit at "B" Station pump station.
14. Perform DMR-QA study 43 for in-house Lab.
15. Replace O ring in check valve in "B" station pump station.
16. Complete Mercury Minimization Plan & Report for 2022 and send to DEC.
17. Change oil and grease new blower motors for Aerobic digestors-brake in oil change.
18. Upgrade report: New UV installed and up and running, new press up and running, New Aerobic digestors up and running. Old Press building demoed. Currently Crane Hogan is working on a demo of old digestors and concrete from old Press building and drying beds. Also, they are working on a "punch list" to shore up a few things.

Respectfully submitted,



JULY MONTHLY SUPERINTENDENTS REPORT

MEETINGS ATTENDED:

6/20 – SLT signage w/Signlaungauge
6/22 – Office Committee
6/22 – Mike Bellemy – damage to the ramp from new windows
6/26 – Water shut off for PCS capping of old water service
6/27 – Holiday Lights (Tammy Kelsey)
6/28 – Department Head
6/29 – DRI
7/6 – Pam Crowely (to discuss CO Rte 30 project/concerns)
7/6 – CHH
7/7 – Chalk Art festival
7/11 – Parks Committee
7/11 – CHH (Guest speak for career path choices)
7/12 – DPW Committee
7/12 – Senior BBQ
7/13 – Tree Board
7/14 – CHH ending ceremony

DPW PROJECTS:

Bag/brush pick up
Tree trimming/removal
Speed sign installation
Weekly mowing
Various stake outs
North pavilion demo
Install aerator in the outlet
Clean up dump

Vac Catch basins

Crack seal Leicester and Church st

Install lean to roofs on outlet trail

Assist school with water shutdown to cap existing (old) 4" service

Equipment repairs/maintenance

High weed notices

Catch basin maintenance

Set posts for new pavilion

Prep/clean up for chalk art festival (40 man hours)

Street sweeper route

Asphalt path in downtown hub

Topsoil

Weed ditch lines

UPCOMING PROJECTS:

Sidewalk repairs N. Center, Lake (lower), Federal)

Butter Dolbeer

Mill/pave potholes

Traffic painting

Pavilion construction

PARKS PROJECTS:

Daily Clean up

Rearrange court room

Garbage (Main St)

Daily flower watering

Weekly tree watering

Lawn maintenance (Mowing/weeding)

Post for pavilion

Beach/Parks mulch

Field Prep/maintenance

Beach repairs

Flag replacement

UPCOMING PROJECTS:

Pavilion construction

Softball tourn