



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, August 7, 2023 • 7:30 PM

Village Board Room • 46 N Main Street, Perry, NY 14530

1. Open Meeting and Pledge of Allegiance
2. Public Comment
 - a. Public Hearing at 8:00pm on the Expenditure of \$58,486.00 from the Equipment Reserve Fund
3. Presentations & Board Actions
 - a. Approval of Minutes – July 17, 2023 and July 31, 2023
 - b. Resolution Appointing Part-Time Police Officer, David Mueller
 - c. Resolution Appointing Village Historian, Suzie Carlson
 - d. Resolution Approving Host Community Benefit Agreement with Perry Community Solar, LLC
 - e. Resolution Approving Annual Service Contract with Otis Elevator Company
 - f. Resolution Approving Annual Testing and Maintenance Contract with West Fire Systems
 - g. Resolution Proclaiming Village of Perry Arbor Day
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session to discuss collective negotiations

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

A Regular Board Meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:30 pm on the 17th day of June 2023.

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

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

PUBLIC COMMENT

No one from the public was present for comment.

MINUTES

Trustee Lawrence made a motion to approve the minutes from the last regular board meeting on July 6, 2023 (which was rescheduled from July 3rd due to attendance). Trustee Lapiana seconded the motion and it was carried with all voting aye.

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

Trustee Draper made a motion to adopt the resolution approving payments for the wastewater treatment plant which was seconded by Trustee Lapiana and carried with all voting aye.

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.

Trustee Lapiana made a motion to adopt the resolution hiring Nancy Cappadonia as Clerk of the Justice. This motion was seconded by Trustee Lawrence and carried with all voting aye.

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.

The annual agreement does not contain new content, just updated dates and rates. Trustee Lapiana made a motion to adopt the resolution approving the agreement for the Letchworth Arts & Crafts Show & Sale which was seconded by Trustee Draper and carried unanimously.

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.

This resolution is for sludge hauling for the wastewater treatment plant. There is only one other company that provides this service, but were unable to get a quote. Costs went up a lot with this contract, but if the plant can get to a class B sludge, they will go down in price, which is hopefully with the new upgrades. Motion was made by Trustee Lawrence to approve the contract with New England Waste Services which was seconded by Trustee Lapiana and carried with all voting aye.

**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: July 17, 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 17th day of July, 2023, commencing at 7:30 p.m. and the following members were:

Present:	Mayor	Rick Hauser
	Trustee	Daniel Draper
	Trustee	Jacquie Billings
	Trustee	Arlene Lapiana
	Trustee	Ernie Lawrence
Absent:	N/A	

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 Trustee Draper which has been duly seconded by Trustee Lapiana, 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: 5

Nays: 0

Quorum Present: ☒ Yes ☐ No

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

Adopted: July 17, 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 17th day of July 2023, commencing at 7:30 p.m., at which time and place the following members were:

<u>Present:</u>	Mayor	Rick Hauser
	Trustee	Dariel Draper
	Trustee	Jacquie Billings
	Trustee	Arlene Lapiana
	Trustee	Ernie Lawrence

Absent: N/A

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 Trustee Lapiana which has been duly seconded by Trustee Lawrence, 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: 5

Nays: 0

Quorum Present: ☒ Yes ☐ No

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

Adopted: July 17, 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 17th day of July 2023, commencing at 7:30 p.m., at which time and place the following members were:

<u>Present:</u>	Mayor	Rick Hauser
	Trustee	Dariel Draper
	Trustee	Jacquie Billings
	Trustee	Arlene Lapiana
	Trustee	Ernie Lawrence
<u>Absent:</u>	N/A	

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 Trustee Billings which has been duly seconded by Trustee Lawrence, 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: 5

Nays: 0

Quorum Present: ☒ Yes ☐ No

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

Adopted: July 17, 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 17th day of July 2023, commencing at 7:30 p.m., at which time and place the following members were:

<u>Present:</u>	Mayor	Rick Hauser
	Trustee	Daniel Draper
	Trustee	Jacquie Billings
	Trustee	Arlene Lapiana

Trustee Ernie Lawrence
Absent: N/A

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 Trustee Draper which has been duly seconded by Trustee Lapiana, 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: 5

Nays: 0

Quorum Present: X Yes No

JOINT MEETING REGARDING THE FORMATION OF A JOINT FIRE DISTRICT

A resolution to hold a joint meeting for the purpose of considering the formation of a joint fire district was presented to the village board. The meeting would involve members from the

Board of Trustees of the Village of Perry, 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.

Two meetings were held today on this topic, one with Castile and one with the Fire Committee. The board feels there is still too much unknown about the consolidation but is still interested in learning more. The Village of Perry wants to continue learning and showing interest with the possibility of joining next year. Mayor Hauser recommended to table the resolution.

**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	Rick Hauser
	Trustee	Dariel Draper
	Trustee	Jacquie Billings
	Trustee	Arlene Lapiana
	Trustee	Ernie Lawrence
Absent:	N/A	

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 Lapiana which has been duly seconded by Trustee Lawrence,

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.

Ayes: 5

Nays: 0

Quorum Present: X Yes No

CLERK/DEPUTY TREASURER'S 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. Trustee Lawrence made a motion to approve payment of abstract #4 for a total of \$146,965.89 which was seconded by Trustee Billings and carried with all voting aye.

A summary (Trial Balance) of tax collection was provided through 7/14/2023.

DEPARTMENT/COMMITTEE REPORTS

Reports were reviewed for the following departments with no action needed: Police Department, Water and Sewer Departments, Department of Public Works and Parks.

TRUSTEE REPORTS

Trustee Lawrence reported that the Letchworth Cable Access committee has offered the director position to Jules Hoepting. She offers a background in media production and will begin orientation this Thursday.

Trustee Lapiana reported that the Senior Chicken BBQ (held on July 12th) was a success.

Trustee Billings announced that there is work being done on recommendations for Public Beach amenities. There are funds available from PMSA and a \$5,000 grant towards finishing off the play area concept.

DOWNTOWN REVITALIZATION INITIATIVE (DRI) APPLICATION UPDATES

Mayor Hauser emailed the board the scope of the Silver Lake Trail project for the DRI. The consultants helped with producing a better version of the map and have advised increasing the budget request until knowing more about the scope vs. real costs. Mayor Hauser has spoken to all landowners except for 1 about an easement or donation of property for the trail.

Regarding the boardwalk project, the village is still waiting for updated numbers from Middle Falls Excavating who is scheduled to start in August. The Ralph Wilson Foundation is fine with continuing to extend the timeline.

Other DRI submittals include streetscape improvements, possibly extending sidewalks with some colored concrete, lighting, and work on the wall next to the Village Hall. A Building Improvement Fund (BIF) is planned for smaller projects.

The Village Hall project should be cut back to a \$2 million project with variations related to heating and cooling, windows, bathrooms, and the bell tower if possible. Roughly \$4-\$6 million will be proposed for public projects. Project proposals are due Friday.

With no further business, Trustee Draper made a motion to adjourn at 8:08 pm which was seconded by Trustee Lapiana and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
JULY 31, 2023**

A Special Board Meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 5:30 pm on the 31st day of July 2023.

PRESENT:	Rick Hauser	Mayor
	Jacquie Billings	Trustee
	Arlene Lapiana	Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
	Christina Slusser	Village Clerk
GUESTS:	Jason Schwartz	BPD, via Zoom
ABSENT:	Dariel Draper	Trustee
	Ernie Lawrence	Trustee

Mayor Hauser called the meeting to order at 5:30 pm and led in the Pledge of Allegiance.

2023 WATER RATE STUDY – WATER TREATMENT PLANT PROJECT

A 2023 Water Rate Study Draft dated 7/24/2023 was prepared by Bernard P. Donegan, Inc. Jason Schwartz of Bernard P. Donegan, Inc. (BPD) was present via zoom to present the study for the proposed water treatment plant upgrades. The Village was awarded a \$3,000,000 WIIA grant and a \$2,000,000 BIL grant to assist with the upgrades. The study is based on the scenario of a \$7,200,000 project budget and addresses three options on how to cover the debt service by raising water rates. If the Village ends up spending \$7.2 million, \$2.2 million will be left to finance at 0% interest due to qualifying for hardship financing. The high level executive summary looks at the rate structure and how proposed rate increases will affect the fund balance over the years.

Scenario 1 steps into full impact of the project in year one by implementing the full rate increase needed to cover the anticipated debt service.

Village user base rate increase per quarter: \$4.08

Village user rate increase per 1,000 gallons: \$0.50

Increases are proportionate over all users.

Revenues increase from \$783,000 to \$877,000.

Scenario 2 is similar but offers two steps, with a 50% increase in year one and another 50% increase in year two.

Village user base rate increase per quarter Year 1: \$2.04; Year 2: \$2.16

Village user rate increase per 1,000 gallons Year 1: \$0.25; Year 2: \$0.26

Increases are proportionate over all users.

Revenues increase from \$783,000 to \$830,000 to \$880,000.

Scenario 3 considers spending down the fund balance with a purposeful plan to help keep rate increases lower initially. The most recent audited financials from 5/31/2022 showed the unappropriated fund balance at \$648,777 which is about 83% of the annual operating budget. The minimum recommended is about two months of the operating budget. By this rule, the Village would need to keep \$130,000 in fund balance. A more conservative approach would be to keep about 50%. This would be achieved in scenario 3 with a plan to reevaluate in 2028.

Village user base rate increase per quarter: \$3.00

Village user rate increase per 1,000 gallons: \$0.25

Increases are proportionate over all users.

Revenues increase from \$783,000 to \$838,000.

All the scenarios use the projected revenues of average water used over the last 5 years. There was not a big change in usage over this 5 year trend.

Options were presented for annual debt service requirements for outstanding bonds for each scenario. In scenario 1, debt service payments would start in 2025 at about \$75,000 per year through 2053 with zero interest. In scenario 2 with a stepped approach, the first principal payment would be \$37,000 then jump to \$77,000, not a dramatic change from scenario 1, and also no interest. Scenario 3 was presented with the same debt requirements as scenario 1 but would have a needed rate increase in 2028 with hopes that inflation would get back under control by then. Additional pages of the rate study lay out the projected debt including the current debt service payments expected to be paid in full in 2034.

Consideration was given to paying off the current debt of about \$345,000 with the current unallocated fund balance to take advantage of some interest savings. The fund balance would go down to \$258,000. Jason Schwartz informed that this current bond is not callable until July of 2026, but could still be an option to lessen the impact on consumers. It may be possible to look at deferring some of the project, but it is unsure if the Village would be able to take advantage of zero percent interest in the future. The Board is interested to know how the Village of Perry rates compare to neighboring communities. Data has been gathered on this and can be shared. It was noted that BPD considered the pros and cons to increasing base rates vs. consumption rates. Base rates protect more from weather or usage patterns. The projected

revenues include multi-unit increases which went into effect June 1st, increasing the number of users from 1451 to 1696.

Administrator Marcy explained that the next decision will be providing a scope so the engineering firm to be hired will know what they need to develop a plan for. A \$7 million project with bid alternates is suggested, assuming bids will come in high. In the event the project goes over the \$7 million budget, it would be called a cost overrun where the Village would not get extra grant money but could be given extra hardship financing.

At 6:28 pm, Mayor Hauser made a motion to adjourn which was seconded by Trustee Lapiana and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPOINTING PART-TIME POLICE OFFICER, DAVID MUELLER

WHEREAS, Chief Grover has determined the need for an additional part-time Police Officer; and

WHEREAS, Chief Grover is requesting the hiring of Mr. David Mueller as a Part-Time Police Officer for the Village of Perry; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the hiring of Mr. David Mueller as a part-time Police Officer with a starting hourly rate of \$24.14 pending Wyoming County Civil Service approval and satisfactory background checks.



RESOLUTION APPOINTING VILLAGE HISTORIAN, SUZIE CARLSON

WHEREAS, New York State Law requires each village to appoint a Historian; and

WHEREAS, Suzie Carlson has been appointed as the Town of Perry Historian; and

WHEREAS, the Office Committee met with Suzie Carlson and are recommending her appointment to the Village Historian position; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the appointment of Ms. Suzie Carlson as the Village Historian for a term expiring on March 31, 2024.



RESOLUTION APPROVING HOST COMMUNITY BENEFIT AGREEMENT WITH PERRY COMMUNITY SOLAR, LLC

WHEREAS, the Perry Community Solar, LLC (“Company”) is developing or shall develop a large-scale solar project on a portion of property located on 200 North Main Street (88.20-3-16.1) in the Village of Perry (the “Project”); and

WHEREAS, the Company intends to enter into an agreement respecting the Project making provisions for payments in lieu of taxes (the “PILOT Agreement”) by the Company with the Wyoming County Industrial Development Agency (the “IDA”) for the benefit of the Village, Wyoming County (the “County”) and the Perry Central School District; and

WHEREAS, the Company recognizes that the Project will impact the surrounding community, particularly the Village, more specifically that, during the development, construction, and long-term operation of said Project, the Village will incur significant expenses in connection with its “police powers”; and

WHEREAS, in consideration for the impacts on the community with respect to the Project, the Company has agreed to pay a Host Community Benefit Fee (as such term is defined in Section 2.1) to the Village, as set forth within this Community Benefit Agreement in addition to payments made pursuant to the PILOT Agreement;

WHEREAS, the Village and the Company wish to memorialize the terms and conditions associated with the payment of the Host Community Benefit Fee; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approved the Host Community Benefit Agreement with Perry Community Solar, LLC and authorizes the Mayor to execute said agreement.

HOST COMMUNITY BENEFIT AGREEMENT

THIS HOST COMMUNITY BENEFIT AGREEMENT (the "Community Benefit Agreement"), dated as of the 17th day of April, 2023 by and between the Village of Perry, a political subdivision of the state of New York (the "Village"), with an address at 46 North Main St, Perry, New York 14530 and Perry Community Solar, LLC, a domestic limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 520 Broad Street, Newark, New Jersey 07102 (the "Company").

W I T N E S S E T H:

WHEREAS, the Company is developing or shall develop a large-scale solar project on a portion of property located on 200 North Main Street (88.20-3-16.1) in the Village of Perry (the "Project");

WHEREAS, the Company intends to enter into an agreement respecting the Project making provisions for payments in lieu of taxes (the "PILOT Agreement") by the Company with the Wyoming County Industrial Development Agency (the "IDA") for the benefit of the Village, Wyoming County (the "County") and the Perry Central School District;

WHEREAS, the Company recognizes that the Project will impact the surrounding community, particularly the Village, more specifically that, during the development, construction, and long-term operation of said Project, the Village will incur significant expenses in connection with its "police powers";

WHEREAS, in consideration for the impacts on the community with respect to the Project, the Company has agreed to pay a Host Community Benefit Fee (as such term is defined in Section 2.1 below) to the Village, as set forth within this Community Benefit Agreement in addition to payments made pursuant to the PILOT Agreement;

WHEREAS, the Village and the Company wish to memorialize the terms and conditions associated with the payment of the Host Community Benefit Fee; and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Article I – Representations and Covenants

Section 1.1. Representations and Covenants of the Village.

The Village makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Village has the power to enter into the transaction contemplated by this Community Benefit Agreement and to carry out its obligations hereunder.

(b) The Village has been duly authorized to execute and deliver this Community Benefit Agreement.

(c) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Village is a party or by which it is bound, or will constitute default under any of the foregoing.

Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is duly organized and validly existing under the laws of the State of New York, has the authority to enter into this Community Benefit Agreement and has duly authorized the execution and delivery of this Community Benefit Agreement.

(b) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Community Benefit Agreement.

Article II - Payee/Payment of Host Community Benefit Fee.

Section 2.1. (a) *Host Community Benefit Fee.* In consideration for the impacts on the community with respect to the Project, the Company agrees to pay an annual fee to the Village at its address noted above in the amount of four-thousand dollars (\$4,000) per megawatt AC for a total of 3 megawatts AC, which amount shall increase by two percent (2%) each year (the "Host Community Benefit Fee") commencing within five (5) business days of the date the Project achieves commercial operation and by each subsequent anniversary date thereafter (each a "Payment Date"). The Company agrees to make annual payments of the Host Community Benefit Fee for a period of fifteen (15) years. The term "commercial operation" shall mean the later of when the Project has (i) been issued a certificate of completion by the Village, or (ii) commenced generating electricity (excluding any electricity generated during start-up and commissioning of the Project) for sale.

(b) *Notice: Cure.* In the event the Company fails to pay the Community Benefit Fee by the date due under this Community Benefit Agreement (a “Monetary Breach”), the Village Board shall provide written notice of the alleged Monetary Breach specifying the details of the alleged Monetary Breach and the amount due. The Company shall cure any Monetary Breaches within ten (10) business days after receipt of such notice.

(c) *Use of Fund; Public Purposes.* The parties agree and acknowledge that the payment made hereunder is to provide revenue to the Village to partially mitigate the additional burdens being placed on the Village as a result of the Project to be used for public purposes to be undertaken by the Village. The revenues paid by the Company to the Village, which shall be utilized at the sole and absolute discretion of the Village, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and additional infrastructural improvements to be provided as a result of the Project’s presence within the Village.

Article III - Termination.

Section 3.1. This Community Benefit Agreement shall terminate upon the earlier of (a) full payment of all Community Benefit Fees to the Village, (b) failure to enter into or termination of the PILOT Agreement, or (c) full cessation of operation and decommissioning of Project, unless otherwise terminated by the written agreement of the Parties hereto.

Section 3.2 In the event the Village assesses additional fees, taxes or modifies the terms and conditions of any permits issued to or its regulations governing operation of the Project in a manner that, at the sole discretion of the Company, materially and adversely impacts the Project or requires the Company to change in any material manner its operations, the Company may opt, at its sole discretion, to terminate the Community Benefit Agreement and have no further obligations or liability hereunder. The Company reserves its rights to initiate a judicial challenge to the Village’s assessment of additional fees or taxes, or modifications of the terms and conditions of permits or regulations in question, which challenge shall not serve as a waiver of its rights to terminate the Community Benefit Agreement. Nothing in this Community Benefit Agreement shall be read as limiting the right of the Village to assess additional fees, taxes or modify the terms and conditions of any permits issued to or its regulations governing operation of the Project, as allowed by governing law, subject to any and all abatements, exemptions or any other rights, including without limitation, the rights expressly reserved by the Company as set forth in this Section 3.2, which the Company is entitled to claim.

Article IV - Miscellaneous.

Section 4.1. This Community Benefit Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 4.2. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Village:

Village of Perry
46 North Main St,
Perry, New York 14530
Attention: Village Admin, Samantha

To the Company:

Perry Community Solar, LLC
520 Broad St,
Newark, New Jersey
Attention: Legal, Bruce Schlanger

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 4.3. This Community Benefit Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in or for Wyoming County, New York.

Section 4.4. (a) The obligations and agreements of the Village contained herein shall be deemed the obligations and agreements of the Village, and not of any trustee, officer, agent or employee of the Village in his individual capacity, and the trustees, officers, agents and employees of the Village shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Company contained herein shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent or employee of the Company in his individual capacity, and the members, officers, agents and employees of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

Section 4.5. The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under any applicable law, rule or regulation ("Applicable Law") by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Community Benefit Agreement or Applicable Law.

Section 4.6 ASSIGNMENT BY VILLAGE.

The Village may transfer or assign any of its rights or obligations under this Community Benefit Agreement, provided that such transfer or assignment is due to a Village related financing transaction, without the prior written consent of the Company. The Company shall cooperate with the Village from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Village and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

Section 4.7 ASSIGNMENT BY COMPANY

The Company may, without the consent of the Village: (a) assign this Community Benefit Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“Lender”, and such purchaser, affiliate, and Lender are collectively defined as a “Successor”), provided such Successor assumes and agrees to be bound by this Community Benefit Agreement by executing and submitting to the Village a notice of assignment and assumption of this Community Benefit Agreement ten days prior to any such assignment, and may (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Community Benefit Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “Lender's Lien”). A Lender shall have the absolute right to: (a) assign its Lender's Lien; (b) take possession of and operate the Project or any portion thereof solely in accordance with the Company's rights under this Community Benefit Agreement (and subject to the Company's obligations under this Community Benefit Agreement) and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Village shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Community Benefit Agreement. In the event this Community Benefit Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Community Benefit Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

[signature page to follow]

[Signature Page to Community Benefit Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Community Benefit Agreement as of the day and year first above written.

VILLAGE OF PERRY

By: _____
Name:
Title:

PERRY COMMUNITY SOLAR, LLC

By: _____
Name:
Title:



RESOLUTION APPROVING ANNUAL SERVICE CONTRACT WITH OTIS ELEVATOR COMPANY

WHEREAS, the Village of Perry recently installed an elevator at the Village Hall; and

WHEREAS, the Village must have an annual inspection and maintenance completed on the elevator; and

WHEREAS, the cost of the annual service contract is \$231.00 per month (\$2,772.00 per year); and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approves the annual service contract with Otis Elevator Company in the amount of \$231.00 per month.

Signature Contract



**Signature
Service**

**ACCOUNT NAME &
ADDRESS**

VILLAGE OF PERRY
46 MAIN ST N
PERRY, NY 14530

**CUSTOMER NAME &
CONTACT INFO**

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



**RELIABILITY &
RESPONSIVENESS**

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



**SAFETY &
ENVIRONMENT**

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



**SCHEDULE &
CLARIFICATIONS**

Terms and conditions about our regular working hours, insurance coverage and legal requirements



**PAYMENT &
ACCEPTANCE**

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$231.00 per month, payable annually in advance
Duration : ten (10) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Service

1/19/2023

CUSTOMER NAME

VILLAGE OF PERRY
46 MAIN ST N
PERRY, NY 14530

OTIS ELEVATOR COMPANY

2 TOWNLINE CIRCLE #1
ROCHESTER, NY 14623

PROJECT LOCATION

VILLAGE OF PERRY
46 MAIN ST N
PERRY, NY 14530

PROPOSAL NUMBER

QTE-001570968

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Hydraulic	OTIS		U1T211

CONTRACT PRICE

The contract gross price is two hundred thirty-one dollars (\$231.00) per month, payable annually in advance.

TERM & RENEWAL

The Commencement Date will be 12/13/2023. The initial term of this Contract will be for ten (10) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive ten (10) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the electronic invoicing email address(es). Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

The method of payment will be check.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Maintenance Contract Pricing Discount Offer:

If contract and Otis ONE Prime Rider is signed and returned by March 19th, 2023, a 10% discount will be applied to the Contract Price.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse

compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CODE VIOLATIONS

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half

percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought

against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.



SUBMITTED BY: Chloe Rhoden
TITLE:
E-MAIL: chloe.rhoden@otis.com

Accepted in Duplicate

VILLAGE OF PERRY

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Tom Salzberg

Title: _____

Title: General Manager

Email: _____

Email: tom.salzberg@otis.com

Company Name: VILLAGE OF PERRY

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____



BILL TO INFORMATION

Company Name: VILLAGE OF PERRY

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? (Yes or No)

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? (Yes or No)

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____



RESOLUTION APPROVING ANNUAL TESTING AND MAINTENANCE CONTRACT WITH WEST FIRE SYSTEMS

WHEREAS, the Village of Perry recently installed an elevator at the Village Hall; and

WHEREAS, the Village must have an annual inspection and testing completed for the elevator fire alarm system; and

WHEREAS, the cost of the annual testing and maintenance contract is \$300.00 per year; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approves the annual testing and maintenance contract with West Fire Systems in the amount of \$300.00 per year.



West Fire Systems, Inc.

53 Pixley Industrial Parkway

Rochester, NY 14624

Tel: (585) 663-8530 Fax: (585) 663-8633

4/5/2023

Village of Perry

46 North Main Street

Perry, NY, 14530

585-237-2216

Attention: Samantha Marcy

spierce@villageofperry.com

Reference: Fire/Life safety system testing and maintenance proposal at
Village of Perry, 46 North Main Street, Perry, NY 14530.

I wanted to take this opportunity to thank you for considering West Fire Systems, Inc. for your testing and maintenance proposal.

I am pleased to supply this proposal for your review.

Our fire/life safety system testing agreement generally incorporates all the following items specific to your site...

- Annual testing of the fire alarm safety systems in accordance with NFPA guidelines and all applicable state and local codes.
- Test, 100% of the buildings system shall be tested.
- All testing schedules are to be coordinated and scheduled at the beginning of the month.
- Testing of the systems to occur during normal business hours, specifically during the hours of 8:00 A.M. to 5:00 P.M. Monday – Friday
- System test documentation to be provided within one week of completion of each test and shall note any system deficiencies.
- The testing/service contract is renewable annually and may be terminated by either party with 30 days' written notice.

This proposal is based as outlined above on annual testing, one site visit per year.

Total Annual Fire/Life Safety Inspection Agreement: \$300.00

- All pricing is valid for thirty days.
- NYS sales tax not included.
- Payment terms; Net 30 days

Again, I wish to thank you for the opportunity of submitting this proposal. If I can be of any further service, please feel free to contact our office at any time.

Best regards,

Mike Battaglia

Mike Battaglia
Service Account Executive
West Fire Systems, Inc.
W- (585)-663-8530
C- (585) 730-3651

I _____ accept the above terms and conditions.

Sign _____ Title _____ Date_____



- WHEREAS,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- WHEREAS,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** Trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I Rick Hauser, Mayor of the Village of Perry,
do hereby proclaim October 1, 2023 as

Arbor Day



In the Village of Perry and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees and promote the well-being of this and future generations.

Rick Hauser, Mayor of the Village of Perry

Village of Perry
Village Board Meeting
8/7/2023

Clerk/Deputy Treasurer Report

FY 2023-2024

Abstract # 5

Vouchers # 275 - 386

General Fund	\$ 53,779.32
Special Grant Fund	\$ -
Water Fund	\$ 12,164.74
Sewer Fund	\$ 61,726.63
Capital Projects Fund	\$ 18,739.83
Trust & Agency	\$ 6,021.09
Silver Lake Watershed Commission	\$ 1,498.99
Total	\$ 153,930.60

- Vouchers were audited by Trustee Lapiana
- Prepaid to avoid late fees \$ 5,189.12
- Breakdown of Capital Projects:
 - Lead Service Line Replacement \$ 195.00
 - WWTP Project \$ 16,419.83
 - Storm Drainage Improvements \$ 2,125.00