



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, October 2, 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 – September 18, 2023
 - b. Resolution Accepting Resignation of Full-Time Police Officer, Dakota Spink, and Appointment to Part-Time Police Officer
 - c. Resolution Approving Payment #8 for the Silver Lake Trail Project
 - d. Resolution Authorizing Professional Services Agreement for Employee Assistance Program
 - e. Resolution of the Village Board of the Village of Perry Declaring Lead Agency and Adopting the Proposed Local Law Entitled “Amending §405 ‘Vehicles and Traffic’” of the Village Code of the Village of Perry and Issuing a Negative Declaration
4. Clerk/Deputy Treasurer’s Report
5. Department/Committee Reports
 - a. Public Works – CDBG Stormwater Project Update
 - b. Problem Properties – Vacant Property Registry Waiver
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 18, 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 18th day of September 2023.

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

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

PUBLIC COMMENT

No comments.

MINUTES

Trustee Lawrence made a motion to approve the minutes from the last regular board meeting on September 5, 2023 which was seconded by Trustee Lapiana and carried unanimously.

RESOLUTION APPROVING PROPOSAL FROM RKW ENGINEER, P.C. FOR STRUCTURAL ENGINEERING SERVICES IN RELATION TO THE BOARDWALK PROJECT

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

WHEREAS, additional structural engineering services are needed for the boardwalk project; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the proposal from RKW Engineering, P.C. in an amount not to exceed \$3,750.00 to be paid from the grant funds available; and

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

It was noted that RKW will be able to use the work of the previous engineer and the proposal includes a not-to-exceed total. The proposal allows for 20 hours to revise the design drawings, 10 hours of site visits during construction, and another 10 hours if something comes up at a visit that needs more attention. Because the company is local, no travel time will be billed.

Trustee Lawrence made a motion to approve the resolution for RKW Engineer for the boardwalk project which was seconded by Trustee Lapiana and carried with all voting aye.

CLERK/DEPUTY TREASURER REPORT

FY 2023-2024

Abstract # 8

Vouchers # 531 - 622

General Fund	\$ 46,384.45
Special Grant Fund	\$ 1,816.24
Water Fund	\$ 4,010.00
Sewer Fund	\$ 6,333.55
Capital Projects Fund	\$ -
Trust & Agency	\$ 565.50
Silver Lake Watershed Commission	\$ -
Total	\$ 59,109.74

Vouchers were audited by Trustee Lawrence. Trustee Lapiana made a motion to approve the Clerk/Deputy Treasurer report and payment of vouchers #531-622. This motion was seconded by Trustee Lawrence and carried with all voting aye.

The NYCLASS statement through August was provided. The average monthly yield was 5.1761%.

DEPARTMENT REPORTS

Reports were reviewed for the following departments: DPW/Parks, WTP/WWTP, and Police.

Mayor Hauser informed the board of a meeting that took place with MRB Group, Joe Gozelski (Town of Castile Supervisor), Steve Deaton (DPW Superintendent), and Jeff Drain (Chief Water and Sewer Plant Operator) regarding the Town of Castile's plans to expand the Gardeau (water) District. There are unofficial hookups that are not part of the district and the Town has secured grants and zero percent interest loans to help with the project.

The Village of Perry's concern was to confirm that the expansion of the water district would not encourage development outside of the village. The NYS Department of Ag & Markets required a resolution that the district is an agricultural district, and therefore things that can be built there

are limited. The land would not be able to be subdivided for housing and no additional hookups can be provided without approval from the Village Board.

TRUSTEE REPORTS

The Police Committee meets tomorrow morning per Trustee Lawrence. Trustee Lapiana added that there is a Zoning Committee meeting this Thursday.

Mayor Hauser stated that he had a successful phone call with the NYS DOT Director in advocating for the paving of Route 39 from Needham Street to the village line, just past Simmons Road. It sounded positive that this section, just under 2 miles, could be milled and repaved in the next year or two. This would also help get Perry on the list for a larger paving project.

EXECUTIVE SESSION

Mayor Hauser, at 7:49 pm, made a motion to enter executive session to discuss the employment history of a particular person. Trustee Lapiana seconded the motion and it was carried with all voting aye.

At 8:03 pm, Mayor Hauser made a motion to exit the executive session which was seconded by Trustee Lapiana and carried.

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

Respectfully submitted,
Christina Slusser, Village Clerk



**RESOLUTION ACCEPTING RESIGNATION OF FULL-TIME POLICE OFFICER, DAKOTA SPINK, AND
APPOINTMENT TO PART-TIME POLICE OFFICER**

WHEREAS, Mr. Dakota Spink has tendered his resignation from the position of full-time Police Officer effective October 2, 2023; and

WHEREAS, it is of mutual interest for Mr. Spink to remain on staff as a part-time Police Officer; and

WHEREAS, the Chief of Police and Village Administrator are recommending the appointment of Mr. Spink to the position of part-time Police Office at an hourly rate of \$24.14 per the union contract; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the resignation of Mr. Spink from the full-time Police Officer position and appoints him to the part-time Police Officer position.



VILLAGE OF PERRY POLICE DEPARTMENT

46 NORTH MAIN STREET

PERRY, NY 14530

- PHONE: 585-237-5445 - FAX: 585-237-5509 -

Chief Michael Grover



INTEROFFICE MEMORANDUM

TO: Chief Grover
FROM: Officer Dakota Spink
SUBJECT: Employment
DATE: 09/21/2023
CC:

Chief Grover,

This letter represents my official notice of resignation from my position as a Full Time Police Officer with the Village of Perry Police Department to be made final on the 2nd day of October 2023. I would like to be switched to a Part Time Officer on that date.

It has been a great pleasure to work alongside the individuals at Village of Perry Police Department, and I will always appreciate the experience and knowledge I gained during my time here.

I hope the notice period is enough for you to find a replacement. Furthermore, please let me know of any help I can provide to assist the person who will take over my position.

Sincerely,

Officer Dakota Spink



WWW.VILLAGEOFPERRY.COM



[/VILLAGEOFPERRYPOLICE](https://www.facebook.com/VILLAGEOFPERRYPOLICE)



[/VILLAGEOFPERRYPOLICE](https://www.instagram.com/VILLAGEOFPERRYPOLICE)



RESOLUTION APPROVING PAYMENT #8 FOR THE SILVER LAKE TRAIL PROJECT

WHEREAS, the Village has received pay app #8 from the contractor, CP Ward, Inc., for the Silver Lake Trail project in the amount of \$25,306.00; and

WHEREAS, the engineers on the project, C&S Engineers, have reviewed and approved pay app #8; 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:

CP Ward, Inc.

\$25,306.00

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



C&S Companies

Payment Invoice

SILVER LAKE TRAIL PHASE I

Description PIN 4761.26
C&S Project #: W48.001.001

Payment Number 8

Pay Period 04/29/2023 to 09/25/2023

Prime Contractor C.P. WARD, INC.
100 W. River Road, PO Box 900
Scottsville, NY 14546

Payment Status Pending

Awarded Project Amount \$756,842.00

Authorized Amount \$871,214.02

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0700	950.1901	LS	0.200	\$19,645.000	\$3,929.00
MISCELLANEOUS: WAYFINDING SIGN - METAL POST / TRAILBLAZER NEW POLE MOUNT (A & D)					
0710	950.1902	LS	0.200	\$14,690.000	\$2,938.00
MISCELLANEOUS: TRAILBLAZER - EXISTING POLE MOUNT (B)					
0720	950.1903	LS	0.200	\$4,262.000	\$852.40
MISCELLANEOUS: TRAILBLAZER NEW POLE MOUNT - 12X18 & 12X22					
0730	950.1904	LS	0.200	\$6,422.000	\$1,284.40
MISCELLANEOUS					
0740	950.1905	LS	0.200	\$23,042.000	\$4,608.40
MISCELLANEOUS					
0750	950.1906	LS	0.200	\$48,432.000	\$9,686.40
MISCELLANEOUS					
0760	950.1907	LS	0.200	\$7,294.000	\$1,458.80
Project Total:					\$25,306.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
MISCELLANEOUS					
0770	950.1908	LS	0.200	\$2,743.000	\$548.60
MISCELLANEOUS					
					Section Total: \$25,306.00
					Project Total: \$25,306.00

Summary

Current Approved Work:	\$25,306.00	Approved Work To Date:	\$871,214.02
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$0.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$25,306.00	Payments To Date:	\$871,214.02
Previous Payment:	\$59,469.10	Previous Payments To Date:	\$845,908.02



9/25/23

Resident Engineer - C&S ENGINEERS, INC.



9/25/2023

C.P. WARD, INC.

VILLAGE OF PERRY



RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM

WHEREAS, the ESI Employee Assistance Group has provided the Village of Perry with an annual renewal agreement for the Employee Assistance Program (EAP) at a cost of \$1,480.00 for general employees and \$635.00 for public safety employees; and

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

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

THEREFORE, be it resolved that the Board of Trustees of the Village of Perry approves the Employee Assistance Program Contract for a period of 11/1/2023-10/31/2024 at a total cost of \$2,115.00 and authorizes the Village Clerk to execute the agreement.



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

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Village of Perry, NY** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **11/1/23-10/31/24**.

I. Productivity Solutions

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

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



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

II. Engagement Solutions - Peak Performance Benefits

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

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

III. EAP Administration - Orientation and Engagement

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

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



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

IV. Manager, Supervisor and Human Resources Services

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

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

V. ESI Accountability

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

VI. Optional Services

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



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

VII. Term

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

VIII. Fees and Payment

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

IX. Indemnification and Limitation of Liability

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



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

X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

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

XII. Entire Agreement

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

EMPLOYEE SERVICES LLC

Village of Perry, NY

Gordon G. Bell, President

Authorized Signature

Date

Date



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

Employee Assistance Program (EAP) | EXHIBIT A

Village of Perry, NY ("Client") 11/1/23-10/31/24

Service Charges and Payment

- A.** The total number of employees covered under this Agreement is **25**.
- B.** Client agrees to pay ESI the sum of **\$1,480.00** annually.
- C.** The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D.** Payment of the **Annual** premium is due upon receipt of the invoice.
- E.** Flat Rate listed above covers a census of **1** to **50**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F.** **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- G.** DOT required Substance Abuse Evaluations - **\$850.00** each.



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

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Village of Perry, NY - PS** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **11/1/23-10/31/24**.

I. Productivity Solutions

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

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



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

II. Engagement Solutions - Peak Performance Benefits

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

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

III. EAP Administration - Orientation and Engagement

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

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



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

IV. Manager, Supervisor and Human Resources Services

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

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

V. ESI Accountability

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

VI. Optional Services

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



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

VII. Term

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

VIII. Fees and Payment

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

IX. Indemnification and Limitation of Liability

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



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

X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

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

XII. Entire Agreement

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

EMPLOYEE SERVICES LLC

Village of Perry, NY - PS

Gordon G. Bell, President

Authorized Signature

Date

Date



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

Employee Assistance Program (EAP) | EXHIBIT A

Village of Perry, NY - PS ("Client") 11/1/23-10/31/24

Service Charges and Payment

- A. The total number of employees covered under this Agreement is **9**.
- B. Client agrees to pay ESI the sum of **\$635.00** annually.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of **1** to **50**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF PERRY
DECLARING LEAD AGENCY
AND ADOPTING THE PROPOSED LOCAL LAW ENTITLED
“AMENDING §405 ‘VEHICLES AND TRAFFIC’”
OF THE VILLAGE CODE OF THE VILLAGE OF PERRY
AND ISSUING A NEGATIVE DECLARATION**

Adopted: October 2, 2023

The Village Board of the Village of Perry met at a regular board meeting at the Village Offices of the Village of Perry in the Village of Perry, New York on the 2nd day of October, 2023, commencing at ____:____ 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 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, the Village Board of the Village of Perry sought lead agency status, by resolution dated July 17, 2023, and under the State Environmental Quality Review Act, also known as SEQRA, advised all other involved/interested agencies of the proposed project; and

WHEREAS, the Village Board of the Village of Perry submitted notices on the 18th day of August, 2023, to the following involved/interested agencies of the proposed law:

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 review of section 239 1-m of the General Municipal Law the proposed law was referred to the County Planning Board for review at their August 7th, 2023 meeting; and

WHEREAS, the Wyoming County Planning Board approved the proposed law, with the following comments:

- The Village should ensure this law is worded very carefully because it will affect all oversize vehicles, including residents with trucks and trailers
- There appear to be no significant county-wide negative impacts related to this proposed law

; and

WHEREAS, the Village Board of the Village of Perry held a public hearing with regard to the consideration of the adoption of the proposed Oversized Vehicle Parking local law on the 21st day of August, 2023 at the Village Offices in the Village of Perry at 8:00 p.m., and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition of the proposed local law; 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 Board of the Village of Perry as lead agency will review the proposed law and all supporting documents and take a "hard look" at all potential adverse environmental impacts pursuant to SEQRA by completing Part II and Part III of the Short Environmental Assessment Form; and

WHEREAS, the Village Board, as lead agency, shall consider the proposed law, review the short form environmental assessment, review the criteria set forth in 6 NYCRR section 617.7(c), thoroughly analyze the relevant areas of potential environmental concern, and will consider all of the potential environmental impacts and their magnitude in connection with said law; and

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

RESOLVED, that the Village Board of the Village of Perry sought lead agency status pursuant to a resolution dated July 17, 2023, and under the State Environmental Quality Review Act, also known as SEQRA, advised the following involved/interested agencies of the proposed project by notice dated August 18, 2023,:

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 the provisions of coordinated review under SEQRA, the involved/interested agencies were allowed 30-days to comment on the notice of coordination and no such agency submitted comments prior to the expiration of the 30-days on or before September 18, 2023; and be it further

RESOLVED, that pursuant to review of section 239 1-m of the General Municipal Law, said project did require referral to the Wyoming County Planning Board and was referred to the County Planning Board for review at the August 7th, 2023 meeting; and be it further

RESOLVED, the Wyoming County Planning Board determined that there appear to be no significant county-wide negative impacts related to the proposed Oversized Vehicle Parking law; and be it further

RESOLVED, that the Village Board, as lead agency, shall consider the proposed project, review the short form environmental assessment, review the criteria set forth in 6 NYCRR section 617.7(c), thoroughly analyze the relevant areas of potential environmental concern, and will consider all of the potential environmental impacts and their magnitude in connection with said law; and be it further

RESOLVED, that the Village Board of the Village of Perry has determined that the Village Board is the best candidate for Lead Agent for this local law and hereby declares itself Lead Agency; and be it further

RESOLVED, the Village Board of the Village of Perry hereby adopts the local law entitled “Amending §405 ‘Vehicles and Traffic’” of the Village Code of the Village of Perry; and be it further

RESOLVED, that the Village Board of the Village of Perry hereby issues a Negative Declaration and the Mayor of the Village is hereby authorized to sign Part III of the Short EAF which will act as the SEQRA Negative Declaration; and be it further

RESOLVED, that the Village Clerk be and she hereby is directed to enter said local law in the minutes of this meeting and give due notice of the adoption of said local law to the Secretary of the State of New York; and be it further

RESOLVED, the Village Clerk of the Village of Perry shall provide a report of final action to Wyoming County Planning & Development, located at 36 Center Street, Suite C, Warsaw, New York 14569 to advise that the local law was approved and adopted by the Village.

Ayes: ____
Nays: ____
Quorum Present: __ Yes __ No
Dated: _____, 2023

[SEAL]

Christina Slusser, Clerk
Village of Perry

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**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.

Village of Perry
Village Board Meeting
10/2/2023

Clerk/Deputy Treasurer Report

FY 2023-2024

Abstract # 9

Vouchers # 623 - 687

General Fund	\$ 49,041.45
Water Fund	\$ 14,610.22
Sewer Fund	\$ 7,044.42
Capital Projects Fund	\$ 25,306.00
Trust & Agency	\$ 3,442.88
Silver Lake Watershed Commission	\$ 37.99
Total	\$ 99,482.96

- Vouchers were audited by Trustee Billings
- Prepaid to avoid late fees \$ 1,035.41
- Capital Projects: Silver Lake Trail \$ 25,306.00

09-28-23

17:04:22

Village of Perry - 2023 - 2024 - Village Tax Collection
Trial Balance - All Swis Codes
09-28-23

Original Warrant	2,317,685.43
Adjustments	-3,716.24
Adjusted Warrant	2,313,969.19
Full Payments	2,158,713.34
Penalties	4,628.02
Bad Check Fees	40.00
Total Collections	2,163,381.36
Taxes Outstanding	155,255.85

09-29-22

17:07:00

Village of Perry - 2022 - 2023 - Village Tax Collection
Trial Balance - All Swis Codes
09-29-22

Original Warrant	2,232,534.16
Adjustments	0.00
Adjusted Warrant	2,232,534.16
Full Payments	2,064,607.60
Penalties	4,407.75
Total Collections	2,069,015.35
Taxes Outstanding	167,926.56