



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, July 1, 2024 • 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 – June 17, 2024
 - b. Resolution Appointing Tree Board Member, Jules Hoepting
 - c. Resolution Approving Village Trustee, Joel Bouchard, as Signer for the Letchworth Community Access Bank Account
 - d. Resolution Approving Professional Services Agreement with Integrated Systems
 - e. Resolution Approving School Resource Officer Agreement Between the Village of Perry and the Perry Central School District
 - f. Resolution Approving Peddler and Solicitor's Permit Application
 - g. Resolution to Adopt a Local Law that Adds and Amends Chapter 327 in the Village Code Entitled "Mobile Food Vehicle Vendors"
 - h. Resolution Authorizing Budget Transfers and Amendment to the 2023-2024 Village Budget
 - i. Resolution Authorizing Encumbrance of Funds from the 2023-2024 Adopted Village Budget to the 2024-2025 Adopted Village Budget
 - j. Resolution Creating Capital Project Budget for Tennis Court Repairs at the Perry Village Park
 - k. Resolution Adopting Updated Village of Perry Water and Sewer Fee Schedule
 - l. Resolution Approving Agreement with the Village of Perry General Unit 9253-01
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
JUNE 17, 2024**

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 2024.

PRESENT:	Dariel Draper Arlene Lapiana Joel Bouchard Richard Muolo	Deputy Mayor Trustee Trustee Trustee
ALSO PRESENT:	Samantha Marcy Christina Slusser Eli McWhinney Don Roberts	Administrator Village Clerk Attorney (at public hearing) ZEO (at public hearing)
GUESTS:	Lorraine Sturm Nate & Amanda Osborne	Perry Herald
ABSENT:	Rick Hauser	Mayor

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

PUBLIC COMMENT

No comments.

MINUTES

Motion to approve the minutes from the last meeting on June 3, 2024 was made by Trustee Muolo, seconded by Trustee Lapiana, and carried with all voting aye.

RESOLUTION APPROVING REQUEST FROM THE SILVER LAKE FIREWORKS FUND

WHEREAS, the Village of Perry received a request from the Silver Lake Fireworks Fund in the amount of \$250.00; and

WHEREAS, the Village has supported the Silver Lake Fireworks Fund in past years; and

WHEREAS, the Fireworks display will be on Wednesday, July 3rd at 10PM; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the request from the Silver Lake Fireworks Fund in the amount of \$250.00.

Trustee Lapiana made a motion to adopt the resolution approving the request from the Silver Lake Fireworks Fund which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION APPROVING PAYMENT FOR CDBG STORM DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, the Village Clerk has received Pay App #1 from the general contractor, D&H Excavating, Inc. for the storm drainage project in the amount of \$478,789.83 and

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

D&H Excavating, Inc.	\$478,789.83
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Motion to approve payment of Pay App #1 for the CDBG project was made by Trustee Lapiana, seconded by Trustee Muolo, and carried with all voting aye.

CLERK/DEPUTY TREASURER REPORT

FY 2023-2024

Abstract # 26

Vouchers # 2058 - 2137

General Fund	\$ 56,054.30
Water Fund	\$ 12,275.97
Sewer Fund	\$ 3,718.25
Capital Projects Fund	\$ 479,019.83
Silver Lake Watershed	\$ 42.31
Trust & Agency	\$ 1,276.75
Total	\$ 552,387.41

FY 2024-2025

Abstract # 2

Vouchers # 15 - 56

General Fund	\$ 67,523.54
Water Fund	\$ 6,456.55
Sewer Fund	\$ 6,892.17
Capital Projects Fund	\$ -
Silver Lake Watershed	\$ -
Trust & Agency	\$ 1,426.50
Total	\$ 82,298.76

Vouchers were audited by Trustee Muolo. Motion to approve abstract #26, vouchers #2058-2137, in the amount of \$552,387.41 was made by Trustee Lapiana, seconded by Trustee Bouchard, and carried with all voting aye. Motion to approve abstract #2, vouchers #15-56 in the amount of \$82,298.76, was made by Trustee Lapiana, seconded by Trustee Bouchard, and carried with all voting aye. The NYCLASS statement for May 31, 2024 was included. A tax collection summary was also provided.

DEPARTMENT/COMMITTEE REPORTS

Reports were reviewed for the following departments: WTP/WWTP, DPW/Parks, and Police. A water leak estimated at 60,000-80,000 gallons per day was found and repaired.

Administrator Marcy explained that the plaster ceiling in the police department storage room (downstairs at the Village Hall) started coming down last week. From a previous report, it is known that the wall and ceiling in that room contain asbestos. Due to this, no one can get into

that room which contains files, clothing/uniforms, and supplies. A proposal was received from ECG (Environmental Construction Group) for \$17,471 for asbestos abatement. They have availability this week or not until September. Air quality monitoring will also be required (last time it was needed it was around \$3,000). It was recommended to move funds from the fund balance since this was not budgeted for. Trustee Lapiana made a motion to approve the proposal from ECG for \$17,471 with up to an additional \$4,000 for air quality testing to get the police department room abated. This motion was seconded by Trustee Muolo and carried unanimously.

Residents have been inquiring about the fire whistle (currently not working). The village has been unable to find anyone who is able to repair the whistle. It needs to be replaced but is costly. If the village gets the V-Fire grant, some items will be able to be purchased with grant money that was budgeted for, which would leave money left over that may be able to be used for a new fire whistle.

EXECUTIVE SESSION

Deputy Mayor Draper made a motion to enter executive session at 7:41 pm for the purpose of discussing collective negotiations pursuant to article fourteen of the civil service law which was seconded by Trustee Bouchard and carried with all voting aye.

At 7:52 pm, Deputy Mayor Draper made a motion to exit the executive session which was seconded by Trustee Bouchard and carried.

PUBLIC HEARING

At 8:00 pm, Deputy Mayor Draper opened the public hearing on a proposed local law entitled "Amending 'Attachment 2, Village of Perry Use Table' and adding §490-54 'Amortization of Nonconforming Lots, Structures, or Uses Within the C1 District.'" Attorney Eli McWhinney provided a brief overview of the draft law.

At 8:15 pm, Deputy Mayor Draper opened the public hearing on a proposed local law entitled "Mobile Food Vehicle Vendors." It was recommended to add a line to the fee schedule for the adoption of the new law. No comments from the public were received on either proposed law.

At 8:30 pm, motion to adjourn the meeting was made by Deputy Mayor Draper, seconded by Trustee Lapiana, and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPOINTING TREE BOARD MEMBER, JULES HOEPTING

WHEREAS, Tree Board Chairperson Dan Zerbe is requesting the appointment of Jules Hoepting to the Tree Board; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby appoints Jules Hoepting to the Tree Board to the term ending March 31, 2027.



RESOLUTION APPROVING VILLAGE TRUSTEE, JOEL BOUCHARD, AS SIGNER FOR THE LETCHWORTH COMMUNITY ACCESS BANK ACCOUNT

WHEREAS, Village Trustee, Joel Bouchard, serves as the Village liaison for Letchworth Community Access; and

BE IT RESOLVED, the Village Board approves Joel Bouchard as a signer for Letchworth Community Access bank account.



RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH INTEGRATED SYSTEMS

WHEREAS, the Village of Perry contracts with Integrated Systems for engineering services and software development, network and system troubleshooting, programming, end user technical support, cabling and travel; and

WHEREAS, the Village Administrator is proposing purchasing of Contract D for a total of 140 hours at a cost of \$11,900.00 at a discounted hourly rate of \$85 per hour; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Professional Services Agreement, Contract D for a total cost of \$11,900.00, with Integrated Systems and authorizes the Mayor to execute the agreement.



Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for **Engineering Services and Software Development**. It includes Network and System troubleshooting, programming, end user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 units per hour; those services include Server Implementations, Network Design and Engineering, and at client request. Propagation, other studies and outside supporting material costs can be billed to the PSA at a dollar value cost of the item as it converts in units (e.g. a \$750.00 cost for census data would be billed to the PSA at 10 hours, if a minimum of 100 hour contract was purchased). Integrated Systems will not undertake any such costs, without the client's prior consent.

Professional Service Agreement Terms:

Payment in full is due before any project/support is started.

Purchase of Professional Service Agreements are nonrefundable.

Clients with **PSA** receive priority telephone response time over non-PSA clients.

Banked Unused Time **does not** expire

(average response time: less than 1 hour)

Clients with **PSA** receive priority on-site response time for troubleshooting & technical support over non-PSA clients.

Clients with **PSA** have the option to have updates delivered via modem; mail; or on-site delivery.

Travel time is billed as straight time

Weekend/Overtime hours will be billed at 2 X regular rate

Modem/Phone charges are the responsibility of the client and are always billable.

Engineer's time is billable when:

- Working on additions/updates to programs / integration/ research
- Travel time between office and customer's location
- Time involved in gathering information for projects
- For support covering overnight staff, lodging, meals billed at \$150.00 per day.
- No extra charges for ground travel, flight costs are billed to the customer.

Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The client's remedies are limited to Integrated Systems obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.** Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The

client assumes all risk for loss or damage to the client equipment and data files except as specified herein.

EXCLUSIVE REMEDY: Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage, or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this agreement or the equipment in any respect, its liability shall be limited to and not exceed the aggregate amount of fees actually paid under this agreement by the client to Integrated Systems. Such liquidated damages are the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions is to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum not to exceed the total value of this contract. If client desires additional liability coverage, it shall be the client's responsibility to secure it from an insurance carrier or other agency of their choice, at their own expense.

The Client agrees that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, it will not actively solicit an Integrated Systems employee as a candidate or possible candidate for any position with the client or potential client, without first obtaining the written permission of Integrated Systems. Due to the difficulty of assessing damages in the event of a breach of this provision, the parties agree that Client will pay Integrated Systems, upon Integrated Systems written notice to the Client, an amount equal to three times the annual wages of any Integrated Systems employee who is referred by Client in violation of this provision. The Client will also reimburse Integrated Systems for any attorney's fees incurred by Integrated Systems in collecting amounts owed under this provision.

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 165.00		None
A	10	\$ 105.00	\$ 1050.00	\$ 600.00
B	25	\$ 100.00	\$ 2500.00	\$ 1625.00
C	50	\$ 95.00	\$ 4750.00	\$ 3500.00
D	100+	\$ 85.00	\$ 8500.00+	\$ 8000.00+

Contract Selected: _____

I have read the above terms and conditions of the time contracts. I understand and agree to the above conditions and terms of the contract:

Client: _____

Address: _____

Client Signature: _____

Date: _____

Integrated Systems Signature: _____

Date: _____



**RESOLUTION APPROVING SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE VILLAGE OF PERRY
AND THE PERRY CENTRAL SCHOOL DISTRICT**

WHEREAS, the Village of Perry's current School Resource Officer Agreement has expired, and the Village of Perry and Perry Central School District have been in discussions regarding a five-year agreement for the 2024-2025, 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years; and

WHEREAS, the Perry Central School District approved the agreement on June 25, 2024; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approves the School Resource Officer Agreement with the Perry Central School District for the 2024-2025, 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years and authorizes the Mayor and Chief of Police to execute the agreement.

**SCHOOL RESOURCE OFFICER (SRO) AGREEMENT
BETWEEN
THE VILLAGE OF PERRY AND THE PERRY CENTRAL SCHOOL
FOR THE 2024-2025, 2025-2026, 2026-2027, 2027-2028 and 2028-2029
SCHOOL YEARS**

THIS AGREEMENT, made and entered into this 25th day of June 2024, between the **VILLAGE OF PERRY**, a municipal corporation with offices at 46 North Main Street, Perry, New York, hereinafter referred to as "Village" and the **PERRY CENTRAL SCHOOL DISTRICT**, a Public School District in New York State with offices located at 33 Watkins Avenue, Perry, New York, hereinafter referred to as "School District", and the **VILLAGE OF PERRY POLICE DEPARTMENT**, hereinafter referred to as "Police Department".

WITNESSETH:

WHEREAS, the School District is desirous of entering into an agreement with the Village to provide an Officer of the Village of Perry Police Department as an on-site School Resource Officer, hereinafter "SRO"; and

WHEREAS, the Village is desirous of entering into said agreement with the School District to provide such services to the School District; and

NOW, THEREFORE, in consideration of the recitals and covenants herein set forth, the parties hereby agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

An officer of the Police Department shall serve in the capacity of a SRO providing educational programs and student security and safety. The SRO is a law enforcement officer and shall be designated and remain under the control, through the chain of command, of the Village of Perry Chief of Police. The SRO shall be an employee of the Village for all purposes, including wages and benefits, whether statutory or non-statutory – and shall not be considered an employee of the District or entitled to any wages or benefits from the District. The officer assigned for the school year shall attend an Annual Basic School Resource Officer Training Course.

The District may request that the assigned SRO, on the basis of performance, be replaced by an alternate officer. The Village will not unreasonably deny such request.

ARTICLE II. TERMS OF THE AGREEMENT

1. The term of the Agreement is for the 2024-2025, 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school calendar years.
2. The SRO's work hours per week will be scheduled in accordance with the direction of the Superintendent of the School District and upon approval of the Police Chief of the Police Department. During the school calendar year of September 1 through June 30, the SRO shall work the equivalent of eight (8) hours per day for 181

School days.

3. In accordance with the Fair Labor Standards Act, the SRO will be paid time and one-half his/her regular rate of pay for all hours worked in excess of forty (40) hours in a workweek. All overtime hours must be authorized and approved by the School District and will be billed by the Village to the School District in accordance with paragraph II(5), below.
4. Time sheets will be submitted biweekly to the School District for authorization and then to the Village of Perry Police Chief or designee by 10 a.m. on Monday according to the Village of Perry's biweekly payroll schedule.
5. The Village will voucher the School District biweekly after payroll has been processed.
6. Any day that the School is open, the SRO may be on duty, including days when the student body is not present, such as a Superintendent's Day.

ARTICLE III. CONSIDERATION

1. The SRO's regular rate and overtime rate of pay for full-time and part-time employees will be billed in accordance with the CSEA Agreement with the Perry Police Unit #9523 Wyoming County Local 861 based on the specific employee performing the duties of the SRO. The calculation of the rate to be billed will include fringe benefits. The Village reserves the right to assign an available officer whether full-time or part-time. A copy of the wage schedule from the executed CSEA Agreement between the Village of Perry and the Perry Police Unit #9523.

ARTICLE IV. INDEMNITY AND SAVE HARMLESS AGREEMENT

1. The School District agrees to indemnify and save the Village, its officers, agents and employees harmless from any third-party liability imposed upon the Village, its officers, agents and/or employees arising from the negligence, active or passive, of the School District. In the event that the Village is named as a party in a suit due to the actions of the School District, the School District agrees to indemnify the Village for all assessed damages brought and awarded by such suit including reasonable attorney fees.
2. The Village agrees to indemnify and save the School District, its officers, agents and employees harmless from any third-party liability imposed upon the School District, its officers, agents and/or employees arising from the negligence, active or passive, of the Village, including the SRO. In the event that the School District is named as a party in a suit due to the actions of the Village, the Village agrees to indemnify the School District for all assessed damages brought and awarded by such suit including reasonable attorney fees.

ARTICLE V. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Village: Mayor, 46 North Main Street, Perry, New York 14530

To Police: Chief of Police, 46 North Main Street, Perry, New York 14530

To School: Superintendent, 33 Watkins Avenue, Perry, New York 14530

ARTICLE VI. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause of excuse for repetition of such or any other breach unless the waiver shall include the same.

ARTICLE VII. TERMINATION

Either party may terminate this Agreement upon seven (7) days written notice to the other party, without cause.

ARTICLE VIII. APPLICABLE LAW

The agreement shall be construed in accordance with the laws of the State of New York.

ARTICLE IX. DISPUTES

The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by in the first instance, through good faith discussion and/or negotiation. In the event that a resolution cannot be reached, the parties agree they will engage in non-binding mediation, which shall be conducted under the then mediation procedures of the American Arbitration Association or any other procedure upon which the parties may agree.

The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The provisions of this Article may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

ARTICLE X. NO ASSIGNMENT

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding on the Village, the Police Department and the School District, and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer, or sublet its interests or obligations hereunder without the written consent of all other parties.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

The District, the Village, and the Police Department and their respective agents or employees shall strictly comply with all Federal, State, and local laws, rules, and regulations applicable to the performance of this Agreement. Furthermore, every provision of law required to be inserted in this Agreement shall be deemed so inserted, and this Agreement shall be read and enforced as if such provisions were so inserted.

ARTICLE XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement among the parties hereto regarding the subject matter hereof and supersedes all prior agreements (written or oral) which may have regulated in any way to the subject matter hereof. This agreement shall not be modified unless in writing and signed by all of the parties hereto in the same manner as this agreement is executed.

ARTICLE XIII. AUTHORITY FOR EXECUTION

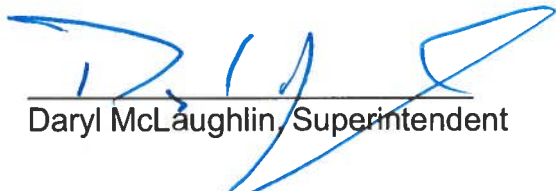
Each party represents, warrants and covenants to the other that each party has obtained all requisite consents necessary to enter into this Agreement and to consummate the transactions contemplated hereby and that the undersigned has been duly authorized to execute and deliver any and all documents necessary to effectuate the terms and conditions hereof with copy of a certified resolution attached hereto as proof a same.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year first above written.

VILLAGE OF PERRY

By: _____
Frederic Hauser, Mayor

**PERRY CENTRAL SCHOOL
DISTRICT**

By:  _____
Daryl McLaughlin, Superintendent

**VILLAGE OF PERRY POLICE
DEPARTMENT**

By: _____
Michael Grover, Chief of Police

STATE OF NEW YORK :
COUNTY OF WYOMING : ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **FREDERIC HAUSER**, Mayor, of the Village of Perry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

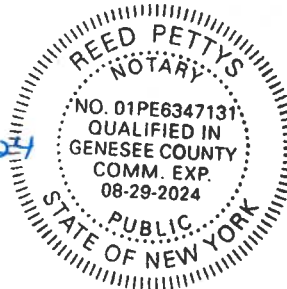
Notary Public
Wyoming County, New York
My Commission Expires: ____-____-____

STATE OF NEW YORK :
COUNTY OF WYOMING : ss.:

On the 25 day of JUNE in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **DARYL MCLAUGHLIN**, Superintendent of the Perry Central School District, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

R. Petty

Notary Public
Wyoming County, New York
My Commission Expires: 08 - 29 - 2024



STATE OF NEW YORK :
COUNTY OF WYOMING : ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL GROVER**, Chief of Police of the Village of Perry Police Department, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public
Wyoming County, New York
My Commission Expires: ____-____-____



RESOLUTION APPROVING PEDDLER AND SOLICITOR'S PERMIT APPLICATION

WHEREAS, per Village Law Section 327-4, no person shall sell at auction any goods or pursue or exercise the occupation of hawking or peddling in the Village of Perry without first procuring a license therefor from the Board of Trustees; and

WHEREAS, Chris Warriner has submitted a Peddler and Solicitor's Permit Application for his mobile food operation, Diner on the Run, to sell goods on July 5, 2024 at the Silver Lake Brewing Project; and

WHEREAS, Mr. Warriner has submitted a complete application with all requested information provided; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the permit application, pending payment of the permit fee, and authorizes the Village Clerk to provide the license to Mr. Warriner for July 5, 2024.

Peddler and Solicitor's Permit Application

****Hours Allowed: Monday-Friday, 9:00am-7:00pm****

VILLAGE OF PERRY

46 North Main Street ▪ Perry ▪ NY ▪ 14530

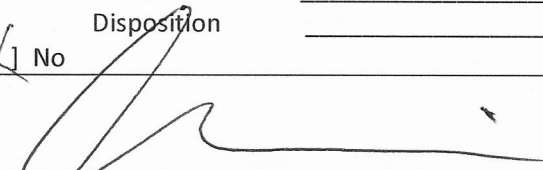
Phone (585) 237-2216

Fax (585) 237-5975

RECEIVED

JUN 24 2024

Village of Perry
Perry, New York

Applicant Name	Chris Warriner
Applicant Address	152 N Main St
City/State/Zip	Perry NY 14530
Applicant Phone No.	585-402-1803
Company Name	Diner on the Run
Company Address	152 N. Main St
City/State/Zip	Perry NY 14530
Supervisor's Name	Chris Warriner
Description of Goods /Services/Merchandise	Food trailer
Date(s) & Time(s)& Place	Date(s) Requested 7/5/2024 Times Requested 5-8 Place Requested SLB
Applicant acting as	☐ acting as business agent ☒ acting on own behalf
Vehicle	☐ applicant owned vehicle Vehicle Year 2014 Vehicle Make Chevy Vehicle Color white Plate No. _____ ☐ Company owned vehicle Vehicle Year 2022 Vehicle Make wells cargo trailer Vehicle Color Black Plate No. _____ ☐ Other Vehicle owners name _____ Vehicle Year _____ Vehicle Make _____ Vehicle Color _____ Plate No. _____ ☐ Copy of Valid Driver's license attached
Has the applicant been ever convicted of a crime or misdemeanor	☐ Yes If so, When and Where _____ Nature of Offense _____ Disposition _____ ☒ No
I hereby certify that all of the information listed hereon is correct to the best of my knowledge.	 Applicant Signature 6/24/2024 Date

Permit Fee	☐ \$50 per day
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For Office Use Only 6/24/24 Date Received ____ Date Approved ____ Date Revoked	PERMIT NUMBER: _____ ____ Date Denied ____ Village Clerk's Signature
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**VILLAGE OF PERRY RESOLUTION
TO ADOPT A LOCAL LAW THAT ADDS AND AMENDS CHAPTER 327 IN THE
VILLAGE CODE ENTITLED “MOBILE FOOD VEHICLE VENDORS”**

Adopted: _____, 2024

WHEREAS, the Village Board of the Village of Perry met at a regular board meeting at the Village Offices located in the Village of Perry, New York, on the 1st day of July, 2024, commencing at 7:30 p.m., at which time and place the following members were:

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

WHEREAS, all Board Members, having due notice of said meeting, and 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 of said meeting was given as required by law; and

WHEREAS, the Village Board has drafted a local law that would add and amend language to the current Chapter 327, “Peace and Good Order” regulations within the Village Code entitled “Mobile Food Vehicle Vendors”; and

WHEREAS, the purpose of the local law is to further clarify the definition of mobile food vehicles and mobile food vehicle vendors, establishing and regulating the provisions, license requirements, conditions, fees and special event permits within said Code; and

WHEREAS, after the required publication of notice, said public hearing was held on June 17, 2024 at the Village Offices in the Village of Perry at 8:15 p.m., and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed local law, or any part thereof; and

WHEREAS, pursuant to § 239-l and 239-m of the General Municipal Law, said local law with all supporting documents was submitted to the Wyoming County Planning Board for their review and recommendations for its June 3, 2024 meeting; and

WHEREAS, the Village Board of the Village of Perry finds that adoption of the law entitled Mobile Food Vehicle Vendors to be in the interest of health and public safety of its residents, businesses and visitors.

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

RESOLVED, that the local law entitled Mobile Food Vehicle Vendors is hereby adopted and instructs that it be added to Chapter 327 §4 of the Village Code; and be it further

RESOLVED, the Village Board of Perry finds that said local law is an action having no negative impacts to the environment.

Ayes: ____

Nays: ____

Quorum Present: ☐ Yes ☐ No

Dated: _____, 2024

[SEAL]

Christina Slusser, Clerk
Village of Perry

DRAFT
A LOCAL LAW ENTITLED,
"MOBILE FOOD VEHICLE VENDORS"

Be it enacted by the Village Board of the Village of Perry, as follows:

SECTION I. STATUTORY AUTHORITY; TITLE

This local law is adopted pursuant to the authority of Municipal Home Rule Law of the State of New York and shall be known as "Mobile Food Vehicle Vendors."

SECTION II. PURPOSE AND INTENT

Section 327-4 of Chapter 327, Peace and Good Order, of the Code of the Village of Perry requires any person selling at auction, hawking, or peddling any goods, "except the peddling of fruit and farm produce, if such farm produce is hawked or peddled by the producer thereof, his servants or employees, without first procuring a license thereof from the Board of Trustees."

This law serves to further clarify the definition of mobile food vehicle and mobile food vehicle vendor and the provisions, license requirements, license conditions, fees, and special event permits.

SECTION III. ENACTMENT

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

§ 328. Mobile Food Vehicles.

§ 328-1: Definitions.

For the purposes of this article the following words are defined:

A. MOBILE FOOD VEHICLE

A commercially manufactured, self-contained, motorized mobile food unit in which ready-to- eat food is cooked, wrapped, packaged, processed, prepared, or portioned for service, sale, or distribution; or one in which beverages are brewed, blended, chilled, hotted, portioned, poured, or prepared for service, sale or distribution.

B. MOBILE FOOD VEHICLE VENDOR

The owner of a mobile food vehicle or the owner's agent; hereinafter referred to as "vendor."

§ 328-2: General provisions for Mobile Food Vehicles.

- A. It shall be unlawful for any person to operate a mobile food vehicle within the public rights- of- way or on public property within the Village of Perry except as noted below. Operation of a mobile food vehicle on private property shall continue to be regulated and prohibited in accordance with all applicable provisions of the Village Code.
- B. Soliciting is prohibited before 7:00 a.m. and after 9:00 p.m., Monday through Friday and before 8:00 a.m. and after 9:00 p.m. on Saturdays and Sundays.
- C. No license for soliciting under this chapter shall be issued to any person under the age of 18 years.
- D. It will be unlawful for a mobile food vehicle vendor to park, stand, or operate in a location which is adjacent to or within a five-hundred-foot radius of the nearest property line of a business comprising a licensed food establishment, excluding any patio, awning or temporary enclosure attached thereto, the kitchen of which is open for

serving food to patrons. This requirement may be waived if the application is submitted together with the written consent of the proprietor of the adjacent license food establishment.

- E. All mobile food vehicle vendors must abide by all parking and vehicle and traffic laws, ordinances, rules, and regulations at all times.
- F. All signage must be permanently affixed to the mobile food vehicle. No accessory signage shall be placed outside or around the mobile food vehicle.
- G. All mobile food vehicles must be equipped with trash receptacles of a sufficient capacity that shall be changed as necessary to prevent overflow or the creation of litter or debris.
- H. No vendor shall dispose of any litter or trash generated from the vending operation in public trash receptacles.
- I. Mobile Food Vendors can cater private parties on private property. If a private party has received approval from the Village of Perry to hold an event on public property, a vendor can cater only to the guests of the private party without having to obtain a permit. A certificate of insurance listing the Village of Perry as an additional insured will be required through the approval process.
- J. The requirements of Village of Perry Zoning Law shall be adhered to: no use of private parking lot reducing required parking to host Mobile Food Vendor unless a bonafide special occasion.

§ 328-3: Mobile Food Vehicle Vendor License required; application.

- A. Any person desiring to operate a mobile food vehicle shall make a written application for such license to the *Village of Perry*. The application for such license shall be on forms provided by the Village of Perry and shall include the following:

(1) Name, signature, and address of each applicant and each corporate officer of the mobile food vehicle vending corporation.

(2) Goods, wares, services or merchandise for which orders are to be solicited.

(3) A valid copy of all necessary licenses, permits, or certificates required by the County of Wyoming, the State of New York, or any subsidiary enforcement agencies or departments thereof, including, but not limited to, a valid New York State Department of Motor Vehicles registration and certificate of inspection, proof of a New York State sales tax identification number, and valid driver's licenses of all vehicle operators.

(4) A signed Notice of Property Owner Consent shall be provided at time of application.

(5) (a) A signed statement that the vendor shall hold harmless the Village and its officers and employees, and shall indemnify and hold harmless the Village and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.

(b) The vendor shall furnish and maintain such public liability, food products liability, and property insurance as will protect the vendor and the Village from all claims for

damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000 per occurrence.

- (c) The policy shall further provide that it may not be cancelled except upon 10 days written notice served upon the Village of Perry.
- (d) A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the Village.

(6) All license applicants shall submit to a Village of Perry Police Department background check into the moral character of the applicant for convictions related to the proposed activity that would indicate that he or she is not a suitable licensee. A statement as to whether the applicant has ever been convicted of any crimes, including details as to the charges, dates of convictions, and any other information that the Village deems appropriate.

- (7) The initial license shall be subject to approval after review by the Village Clerk and Village Administrator or designees.

§ 328-4: Mobile Food Vehicle Vendor License Forms and Condition of License.

Every mobile food vehicle vending license shall contain the following conditions:

- A. The license is valid for one vehicle only.
- B. The license issued by the Village of Perry must be carried by the applicant at all times while engaging in activity within the Village of Perry.
- C. Upon receipt of a properly filled out application and license fee, the Village Administrator and Village Clerk shall review the application and shall issue the license to the applicant within 7 days from the date of submission of the application. An application must be submitted to the Village of Perry no later than 7 days prior to the date requested.
- D. The Village Clerk or Village Administrator may deny the application if it does not comply with the requirements of § 328-3. When the Administrator or Clerk denies an application, the party shall specify in writing to the applicant the reason or reasons therefor. Such decision must relate to the protection of the public safety, health, morals, or general welfare of the residents of the Village of Perry, or the failure to comply with this chapter in any respect. The Village Administrator or Village Clerk may also deny any application by any person who shall have been convicted of any crime or of any violation of this chapter.

§ 328-5: Mobile Food Vehicle Vendor License Fee.

- A. All vendors shall pay an application fee in accordance with the Village of Perry adopted fee schedule.

§ 328-6: Closure for operating without a Mobile Food Vehicle Vendor License.

- A. Any mobile food vehicle operating without the required Village of Perry license shall be immediately closed by order of the Village of Perry Police Department.
- B. Every day of operation without a license shall constitute a separate violation and shall be

punishable by a fine of \$500 per violation.

§ 328-7: Mobile Food Vehicle Vendor - Sanctioned Events.

- A. A permit is not required to operate during village sanctioned events. A village sanctioned event is defined as an event that has received approval by resolution of the Village Board of Trustees.
- B. Sanctioned Events include but are not limited to: Chalk Art Festival, Silver Lake Ring of Fire, Sea Serpent Festival, Last Night Perry.
- C. Vending shall only be allowed during and at the location of the Sanctioned Event.
- D. Any vendor that is selling at a Village Sanctioned Event shall be required to submit a valid copy of all necessary licenses, permits or certificates required by the County of Wyoming, or the State of New York including, but not limited to, a valid New York Department of Motor Vehicles registration and certificate of inspection and valid driver's licenses of all vehicle operators and all documents required under § 328-3 A.1., A.2. A.3, A.4, A.5 and A.6.

§ 328-8: Suspension and Revocation of License

- A. Suspension. Whenever the Village Administrator or Village Clerk shall have probable cause to believe that any person to whom a license has been issued under this chapter has violated any of the provisions of this chapter or that any solicitor has misrepresented the purpose of his or her activities, the Village Administrator or Village Clerk shall immediately suspend the license temporarily and give the license holder written notice by certified mail of a hearing to be held before the Village Board of Trustees within 10 days of such temporary suspension to determine whether or not the license should be revoked. This notice must contain a statement of the facts upon which the Village Administrator or Village Clerk has acted in suspending the license. If, after such hearing, the Village Board finds that this chapter has been violated, or the activities of the peddler have been misrepresented, the Board may, within two days after the hearing, revoke the license and give the license holder written notice of the revocation and the reasons therefor.
- B. Revocation. Any license issued pursuant to this chapter may be revoked by the Village of Perry Board of Trustees after notice and hearing for any of the following causes:
 - (1) Fraud, misrepresentation or false statements contained in the application for the license.
 - (2) Fraud, misrepresentation or false statements made in the course of carrying on business as a peddler.
 - (3) Any violation of the Village Code of the Village of Perry.
 - (4) Any violation of New York State Penal Law.
 - (5) Conducting the business of a peddler in an unlawful manner or in such a manner as to constitute a menace to the health, safety, or general welfare of the public.
 - (6) Upon the recommendation of the New York State Department of Health that the sale of food or food products or other edibles is being conducted under unsanitary

conditions or that there is a violation of law, regulation, code, or ordinance cited by the New York State or Wyoming County Board of Health.

- (7) Upon close of the hearing for the revocation of a license pursuant to this section, notice shall be given by the Village Clerk, in writing, setting forth specifically the grounds of the complaint, the date and time of such hearing and the determination of the Village Board. Such notice shall be mailed certified, to the person holding the license, at his or her last known address.

§ 328-9: Appeals

Any person aggrieved by the action of the Village Administrator or Village Clerk in the denial of a license shall have the right of appeal to the Village of Perry Board of Trustees. Such appeal shall be taken to the Village Board, within 7 days after the appeal has been filed with the Village Clerk's Office. The appeal should contain a written statement setting forth fully the grounds for such appeal. The Village Board shall set a time and place for a hearing on such appeal, provided that the same shall be set within 60 days of receipt of the statement for appeal. Notice of such hearing shall be given in the same manner as provided in § 328-8.

Wyoming County Planning Board REFERRAL RESPONSE FORM

For referrals as required in accordance with NYS General Municipal Law Article 12B, Section 239-l and M

Location of Proposed Action: Entire Municipality, V/Perry

Applicant: Village of Perry

Type of Proposed Action (separate form completed for each action):

☐ Area Variance ☐ Use Variance ☐ Site Plan ☐ Special Use Permit ☒ Other: Zoning Text Amendment

WCPB Recommendation on this Action:

The WCPB took the following action at their meeting on 6/3/2024 concerning this referral:

☒ Approval with Comments ☐ Disapproval w/comments ☐ None ☐ Denied

☐ No recommendation; proposed action has no significant negative county-wide or inter-community impacts

Proposed Action: Zoning Text Amendment - amending Section 327-4 of Chapter 327 "Peace and Good Order" - addition of local law: "Mobile Food Vehicle Vendors"

Comments from the WCPB Meeting:

1. A completed 239-M Referral Approval Checklist has been provided.
2. A draft of the local law has been provided.
3. A Short Environmental Assessment Form (SEAF) has been included pursuant to NYS Environmental Quality Review Act (SEQR).
4. All local County and State permits must be obtained and submitted prior to approval and must meet local, County, and NY State Building Codes.
5. There appear to be no significant county-wide negative impacts related to this proposed project.

Note: It is the intent of the Wyoming County Planning Board to provide recommendation(s) to the Local Municipal Board to assist in the final determination, and to provide guidance in achieving maintenance of the most current Land Use Regulation in place.

Report of Final Action:

Within 30 days after final action, *the referring body is required to file a report of its final action* with the Wyoming County Planning Board. If such action is contrary to a WCPB recommendation of modification or disapproval, this report should include the reasons for such contrary action.

Note: Please provide this report of final action below on the PINK response form and mail or deliver to:
Wyoming County Planning & Development, 36 Center Street, Suite C, Warsaw, NY 14569

On _____ (date), the _____ (Board Name)
took the following final action on the above proposed action previously referred to the WCPB.

☐ Approval ☐ Modification ☐ Disapproval

Report by: _____ Date: _____



RESOLUTION AUTHORIZING BUDGET TRANSFERS AND AMENDMENT TO THE 2023-2024 VILLAGE BUDGET

WHEREAS, the Village Administrator is proposing the following Budget Transfers to correct overspent accounts for the 2023-2024 fiscal year:

General Fund:

Increase:	A1010.41 (Board of Trustees – Labor Relations)	\$385.00	
Decrease:	A1010.4 (Board of Trustees – Contractual)		\$385.00
Increase:	A1110.1 (Village Justice – Pers Serv)	\$1,000.38	
Increase:	A1110.4 (Village Justice – Contractual)	\$1,023.75	
Decrease:	A1110.12 (Village Justice – Court Off)		\$2,024.13
Increase:	A1410.12 (Clerk – Pers Serv)	\$2,701.12	
Increase:	A1410.4 (Clerk – Contractual)	\$189.96	
Decrease:	A1410.13 (Clerk – Pers Serv, PT)		\$1,394.44
Decrease:	A1410.41 (Clerk – Contractual, Grants)		\$1,496.64
Increase:	A1420.1 (Law – Pers Serv)	\$0.15	
Decrease:	A1420.4 (Law – Contractual)		\$0.15
Increase:	A1670.4 (Central Print & Mail – Contractual)	\$21.03	
Decrease:	A1680.4 (Data Processing – Contractual)		\$21.03
Increase:	A1910.4 (Unallocated Insurance)	\$1,222.00	
Decrease:	A1325.4 (Treasurer – Contractual)		\$1,222.00
Increase:	A3120.12 (Police – Pers Serv, Part-Time)	\$14,229.91	
Increase:	A3120.13 (Police – Pers Serv, Overtime)	\$982.85	
Increase:	A3120.4 (Police – Contractual)	\$12,118.07	
Decrease:	A3120.1 (Police – Pers Serv, Full-Time)		\$12,111.56
Decrease:	A3120.11 (Police – Pers Serv, Crossing Guards)		\$1,855.62
Decrease:	A3120.14 (Police – Pers Serv, SRO)		\$13,363.65
Increase:	A3410.2 (Fire Department – Equipment)	\$5,781.92	
Decrease:	A3410.4 (Fire Department – Contractual)		\$1,560.00
Decrease:	A3410.42 (Fire Department – Truck Maintenance)		\$4,221.92
Increase:	A5110.11 (Street Maintenance – Overtime)	\$1,358.74	
Increase:	A5110.4 (Street Maintenance – Contractual)	\$7,807.14	
Decrease:	A5110.2 (Street Maintenance – Equipment)		\$7,293.22
Decrease:	A5110.1 (Street Maintenance – Pers Serv)		\$1,872.66

Increase:	A5132.42 (Garage – Utilities)	\$1,560.33	
Decrease:	A5142.4 (Snow Removal – Contractual)		\$1,560.33
Increase:	A5182.4 (Street Lighting – Contractual)	\$7,546.68	
Decrease:	A5410.4 (Sidewalks – Contractual)		\$7,546.68
Increase:	A7110.4 (Parks – Contractual)	\$815.52	
Decrease:	A7110.2 (Parks – Equipment)		\$815.52
Increase:	A8160.4 (Refuse & Garbage – Contractual)	\$495.49	
Increase:	A8510.4 (Community Beautification – Contractual)	\$2,226.09	
Increase:	A8560.4 (Shade Trees – Contractual)	\$857.60	
Decrease:	A8745.4 (Flood & Erosion – Contractual)		\$3,579.18

Water Fund:

Increase:	F1420.1 (Law – Pers Serv)	\$0.13	
Increase:	F8310.4 (Water Admin – Contractual)	\$2,462.16	
Increase:	F8320.1 (Source of Supply – Pers Serv)	\$240.46	
Increase:	F8340.4 (Water Trans & Distrib – Contractual)	\$1,905.15	
Decrease:	F1990.4 (Contingency)		\$4,607.90

Sewer Fund:

Increase:	G8130.42 (Sewage Treatment Plant – Flooding)	\$872.50	
Decrease:	G8130.4 (Sewage Treatment Plant – Contractual)		\$872.50

WHEREAS, the Village Administrator is proposing the following Budget Amendment to allocate money towards sidewalk repairs previously approved to be spent from ARPA funds for the 2023-2024 fiscal year:

Increase:	A4089 (Federal Aid)	\$9,526.00	
Increase:	A5410.4 (Sidewalks, Contractual)		\$9,526.00

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to make the above budget transfers for the 2023-2024 fiscal year; and

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



RESOLUTION AUTHORIZING ENCUMBRANCE OF FUNDS FROM THE 2023-2024 ADOPTED VILLAGE BUDGET TO THE 2024-2025 ADOPTED VILLAGE BUDGET

WHEREAS, the Village of Perry Board of Trustees has adopted the 2023-2024 Village of Perry budget with certain appropriations relating to projects or orders that have begun in the 2023-2024 fiscal year but will continue into the 2024-2025 fiscal year; and

WHEREAS, it is necessary to encumber appropriations from the 2023-2024 Village of Perry budget into the 2024-2025 Adopted Village Budget for the items identified below:

Description	Amount to Encumber	2023-2024 Budget Account	2024-2025 Budget Account
General Fund:			
Integrated Service Contract	\$11,900.00	A1620.41	A1620.41
Prosecutor Services	\$1,500.00	A1420.4	A1420.4
Court Renovations/JCAP Grant	\$45,812.99	A1110.41	A1110.41
Leaf machine	\$6,992.00	A5110.2	A5110.2
Fire Department Equipment	\$5,526.52	A3410.4	A3410.4
<i>Total General Fund</i>	<i>\$71,731.51</i>		
Water Fund:			
Watkins Ave Water Main	\$45,000.00	F8340.2	F8340.2
<i>Total Water Fund</i>	<i>\$45,000.00</i>		
Sewer Fund:			
Fencing for WWTP	\$3,700.00	G8130.2	G8130.2
<i>Total Sewer Fund</i>	<i>\$3,700.00</i>		

WHEREAS, the items identified above totaling \$120,431.51 are deemed to be in process; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby directs the appropriations identified above be encumbered for the purposes herein specified and authorizes the Village Administrator to make the associated journal entries; and

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



RESOLUTION CREATING CAPITAL PROJECT BUDGET FOR TENNIS COURT REPAIRS AT THE PERRY VILLAGE PARK

WHEREAS, the Village Administrator is recommending creating a capital project budget for the Tennis Court Repairs at the Perry Village Park as follows:

REVENUE:

H2705	Gifts & Donations (Perry Rotary Club & Town of Perry)	\$ 20,000.00
H5031	Interfund Transfer (Repair Reserve Fund & ARPA)	<u>\$ 28,350.00</u>
		\$ 48,350.00

EXPENDITURES:

H7110.2	Tennis Court Repairs	<u>\$ 48,350.00</u>
		\$ 48,350.00

TOTAL PROJECT BUDGET **\$ 48,350.00**
; and

WHEREAS, the Village of Perry Board of Trustees authorized the use of Repair Reserve Funds, subject to permissive referendum, in an amount of \$15,000.00 on May 6, 2024; and

WHEREAS, the Village of Perry Board of Trustees authorized the use of ARPA funds not to exceed \$15,000.00 on May 20, 2024; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the project budget for the Tennis Court Repairs; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the transfer of \$15,000.00 from the Repair Reserve Fund to the Tennis Court Repairs Capital Project; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the transfer of \$13,350.00 from ARPA funds to the Tennis Court Repairs Capital Project.



RESOLUTION ADOPTING UPDATED VILLAGE OF PERRY WATER AND SEWER FEE SCHEDULE

WHEREAS, the Village Administrator has provided an updated Water and Sewer Fee Schedule for consideration; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby adopts the Water and Sewer Fee Schedule effective July 1, 2024.



2023 Village of Perry Fee Schedule

(Effective June 5, 2023)

Updated July 1, 2024

No permit or certificate shall be issued, no approval shall be granted, no application shall be considered complete, no park reservation shall be confirmed, and no public hearing shall be scheduled or held until the fees, as established by the Village Board, have been paid in full. Accepted forms of payment are cash, check, or credit card (Visa, MasterCard, and Discover).

WATER AND SEWER	
Water:	
Village User Base Rate	\$34.00 / quarter
Outside User Base Rate (District)	\$45.00 / quarter
Outside User Base Rate (Non-District)	\$50.00 / quarter
Village User Rate per 1,000 gallons	\$4.15
Outside User Rate per 1,000 gallons (District)	\$5.60
Town of Castile Districts	\$5.81
Outside User Rate per 1,000 gallons (Non-District)	\$5.75
Turn on Fee for Non-Payment	\$50
Shut Off or Turn On Requests After Hours	\$50
Curb Box Taps (3/4" pipes)	\$500
(Larger than 3/4" may be subject to additional fees)	
Meters (3/4")	Provided by the Village
Meters larger than 3/4"	Actual cost of meter less the cost of 3/4" meter
Sewer:	
Village User Base Rate	\$69.00 / quarter
Outside User Base Rate (Non-District)	\$86.25 / quarter
Village User Rate per 1,000 gallons	\$8.40
Outside User Rate per 1,000 gallons (Non-District)	\$10.50
Sewer Connection Fee Cost per Unit	\$1,900



Private Wastewater Disposal Construction Permit ¹	Per County Health Dept. Fee Schedule
Village Septage Hauler License Application ³	\$200
Septage Disposal Fee per gallon ³	\$0.09
Individual Wastewater Discharge Permit Applications ^{1,2}	\$300
Waiver of Vacant Units Application	\$100
Notes: 1) Professional services assistance in connection with the permit review shall be charged to the applicant. Village reserves right to charge additional administrative fees. 2) The Village reserves the right to establish fees on a case by case basis for wastewater discharges allowed under an individual wastewater discharge permit. 3) Contingent upon permission of NYSDEC and the Village	



RESOLUTION APPROVING AGREEMENT WITH THE VILLAGE OF PERRY GENERAL UNIT 9253-01

WHEREAS, the Village Board of Trustees approved an agreement in December 2022 with the Village of Perry General Unit to allow the use of vacation time before and after a holiday until the expiration of the current agreement which was May 31, 2024; and

WHEREAS, a successor agreement has not been agreed upon and the General Unit has requested an extension of the holiday pay agreement until a successor agreement is executed; and

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

This Agreement is made and entered into by and between the Village of Perry (the Village) and the Civil Service Association, CSEA, Local 1000 AFSCME, AFL-CIO, Village of Perry General Unit 9253-01, Wyoming County Local 861 (the Union).

WHEREAS, the Village and the Union have entered into a collective bargaining agreement for the period from June 1, 2020 to May 31, 2024; and

WHEREAS, a successor agreement has not been executed and terms and conditions remain in place until a successor agreement is agreed upon; and

WHEREAS, the collective bargaining agreement in Article 7.1.3 requires that an employee work the scheduled day before and after a holiday, and any hours scheduled on the actual holiday, in order to receive holiday pay; and

WHEREAS, the Village and the Union recognize there may be instances in which an employee would like to schedule and use earned vacation leave accruals on the workday before and after a holiday, or on the actual holiday; and

WHEREAS, the parties do not wish to penalize employees who have vacation leave accruals approved for the day before or after a holiday, or on the actual holiday;

NOW, THEREFORE THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. Members of the bargaining unit may submit vacation leave requests for the scheduled day before or after a holiday, or on the actual holiday.
2. The regular leave request procedures will be followed.
3. Holiday pay will be provided to members of the bargaining unit who use approved vacation leave on the workday immediately before or after the holiday, or on the actual holiday.
4. This agreement will extend until a successor agreement is executed and will need to be negotiated for the next successor collective bargaining agreement.

For the Village

For the Union

Rick Hauser date
Mayor

Mark Kingsley date
Unit President

Lynn Miller date
Labor Relations Specialist

VILLAGE OF PERRY**Abstract # 003
Summary by Fund**06/28/2024
12:39:51

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	445.58	34,466.70	34,912.28
F	WATER FUND	52,759.37	6,820.78	59,580.15
G	SEWER FUND	37.99	30,398.60	30,436.59
HE	CDBG STORMWATER IMPROVEMENTS P		6,282.50	6,282.50
HF	WATER TREATMENT PLANT PROJECT		10,815.19	10,815.19
HS	CAPITAL PROJECT - SEWER IMPROV		298.50	298.50
JA	SILVER LAKE WATERSHED COMMISSI	37.99		37.99
TA	TRUST & AGENCY		6,250.00	6,250.00
Total:		53,280.93	95,332.27	148,613.20

Vouchers #57 - #125 were audited by Trustee Bouchard.

06-28-24

13:29:29

Village of Perry - 2024 - 2025 - Village Tax Collection

Trial Balance - All Swis Codes

06-28-24

Original Warrant	2,311,582.30
Adjustments	0.00
=====	
Adjusted Warrant	2,311,582.30
Full Payments	1,568,477.05
Penalties	0.00
=====	
Total Collections	1,568,477.05
Taxes Outstanding	743,105.25

06-30-23

12:47:08

Village of Perry - 2023 - 2024 - Village Tax Collection

Trial Balance - All Swis Codes

06-30-23

Original Warrant	2,317,685.43
Adjustments	0.00
=====	
Adjusted Warrant	2,317,685.43
Full Payments	1,472,962.94
Penalties	0.00
=====	
Total Collections	1,472,962.94
Taxes Outstanding	844,722.49

Online Payment Report generated: 06-28-2024

Payments made online between the dates of 06-01-2024 and 06-28-2024

Date Paid	Bill Number	Payment Method	Amount Paid	Payment Type	Exported	Over the Counter
06-03-2024	957	e-check	1,817.85	Full Payment	Y	
06-03-2024	301	Visa	805.36	Full Payment	Y	
06-05-2024	769	Visa	958.50	Full Payment	Y	
06-10-2024	328	e-check	37.77	Full Payment	Y	
06-10-2024	327	e-check	1,065.21	Full Payment	Y	
06-12-2024	385	e-check	818.42	Full Payment	Y	
06-16-2024	96	MasterCard	648.44	Full Payment	Y	
06-17-2024	1187	e-check	1,054.51	Full Payment	Y	
06-19-2024	1421	Visa	341.28	Full Payment	Y	
06-20-2024	471	e-check	762.39	Full Payment	Y	
06-20-2024	1371	e-check	1,569.88	Full Payment	Y	
06-22-2024	607	e-check	1,240.23	Full Payment	Y	
06-24-2024	1544	Visa	3,685.80	Full Payment	Y	
06-25-2024	720	e-check	1,164.68	Full Payment	Y	
06-27-2024	1514	e-check	1,092.09	Full Payment	Y	
06-27-2024	1590	e-check	1,569.88	Full Payment	Y	
06-28-2024	273	e-check	1,211.90	Full Payment	N	
06-28-2024	517	e-check	576.05	Full Payment	N	
		Total:	20420.24			

Total payments by payment method:

e-check Total: 13980.86

Visa Total: 5790.94

MasterCard Total: 648.44

Payments made online between the dates of 06-01-2023 and 06-30-2023

Date Paid	Bill Number	Payment Method	Amount Paid	Payment Type	Exported	Over the Counter
06-02-2023	673	e-check	796.84	Full Payment	Y	
06-12-2023	570	Visa	1,285.67	Full Payment	Y	
06-14-2023	619	MasterCard	36.78	Full Payment	Y	
06-14-2023	618	e-check	1,035.89	Full Payment	Y	
06-15-2023	1193	e-check	536.34	Full Payment	Y	
06-21-2023	894	e-check	1,207.52	Full Payment	Y	
06-22-2023	1584	e-check	342.72	Full Payment	Y	
06-27-2023	1473	e-check	1,026.70	Full Payment	Y	
06-27-2023	926	e-check	836.68	Full Payment	Y	
06-29-2023	170	e-check	1,201.39	Full Payment	Y	
06-30-2023	1547	Visa	688.04	Full Payment	Y	
06-30-2023	322	Discover	643.60	Full Payment	Y	
		Total:	9638.17			

Total payments by payment method:

e-check Total: 6984.08

Visa Total: 1973.71

MasterCard Total: 36.78

Discover Total: 643.60