



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, October 7, 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 – September 3, 2024; September 16, 2024; September 25, 2024; and September 27, 2024
 - b. Resolution Approving Membership to the Perry Fire Department
 - c. Resolution Updating the Voucher Auditing Schedule for 2024-2025
 - d. Resolution Authorizing Countersigning Checks
 - e. Resolution Declaring Village Equipment and Vehicles as Surplus
 - f. Resolution Approving Letter of Agreement with Independent Contractor for Letchworth Gateway Villages, Sarah Keeler
 - g. Resolution Approving Contract for Fire Protection Services with the Town of Castile
 - h. Resolution Approving the Snow & Ice Control Agreement with Wyoming County
 - i. Resolution Amending Policy of Waiving Base Rate Charges for Vacant Units
 - j. Resolution Authorizing Estimated Water/Sewer Bill and Account to be Considered in Good Standing
 - k. Resolution Adopting the Pro-Housing Communities Pledge
 - l. Resolution Authorizing Budget Transfers and Amendments to the 2024-2025 Village Budget
 - m. Resolution Authorizing Use of American Rescue Plan Act Funds
 - n. Resolution Setting a Public Hearing and Authorizing the Expenditure of \$20,000.00 from the Repair Reserve Fund, Subject to Permissive Referendum
 - o. Resolution Authorizing Transfer from the Village of Perry General Fund to Reserve Funds
 - p. Resolution Creating Capital Project Budget for Main Street Trailhead/Peace Park
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 3, 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 3rd day of September 2024.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Richard Muolo	Trustee
ALSO PRESENT:	Christina Slusser	Village Clerk
ABSENT:	Joel Bouchard	Trustee
	Samantha Marcy	Administrator

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

PUBLIC COMMENT

No comments.

MINUTES

Trustee Lapiana made a motion to approve the minutes from August 19, 2024 which was seconded by Trustee Muolo and carried with all voting aye.

RESOLUTION APPOINTING TREE BOARD MEMBER, SANDY LAWRENCE

WHEREAS, Tree Board Chairperson Dan Zerbe is requesting the appointment of Sandy Lawrence to the Tree Board; and

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

Motion was made by Trustee Lapiana appointing Tree Board member Sandy Lawrence which was seconded by Trustee Muolo and carried with all voting aye.

**RESOLUTION APPROVING SUBMISSION BY THE PERRY TREE BOARD FOR THE TREE CITY USA
REWARD GRANT**

WHEREAS, the Perry Tree Board has applied for the 2024 NYS Urban Forestry Council Tree City USA Reward Grant for up to \$1,000.00 to plant new trees on Tempest Street; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the submission of the 2024 Tree City USA Reward Grant application and authorizes the Administrator to sign the application.

Motion to adopt the resolution approving submission by the Perry Tree Board for the Tree City USA grant was made by Trustee Lapiana, seconded by Trustee Muolo, and carried with all voting aye.

RESOLUTION AUTHORIZING BUDGET AMENDMENTS TO THE 2024-2025 VILLAGE OF PERRY BUDGET

WHEREAS, the Police Department has received an insurance payment for a totaled police vehicle; and

WHEREAS, the Village Administrator is proposing the following budget amendments to reflect the payment and allow for replacement:

Budget Amendment:

INCREASE REVENUE: A2680 (Insurance Recoveries)	\$ 28,891.00	
INCREASE EXPENSE: A3120.2 (Police Equipment)		\$ 28,891.00

WHEREAS, the final BAN payment on the 2022 Hybrid Police Vehicle has been paid and the Village Administrator is proposing the following budget amendments to reflect the correct account codes for payment:

Budget Amendment:

INCREASE EXPENSE: A9730.6 (BAN, Principal)	\$ 14,730.80	
INCREASE EXPENSE: A9730.7 (BAN, Interest)	\$ 805.69	
DECREASE EXPENSE: A3120.2 (Police Equipment)		\$ 15,536.49

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the budget amendments and hereby authorizes the Village Administrator to make the budget amendment to the 2024-2025 Village of Perry budget.

Trustee Lapiana made a motion to approve the resolution authorizing budget amendments to the 2024-2025 Village of Perry budget which was seconded by Trustee Muolo and carried with all voting aye.

**RESOLUTION TO SET A PUBLIC HEARING
TO DISCUSS THREE PROPOSED LOCAL LAWS
REGARDING THE VILLAGE OF PERRY ZONING CODE**

Adopted: September 3, 2024

WHEREAS, the Village Board of the Village of Perry met at a regular board meeting at the Village Offices of the Village of Perry, State of New York, on the 3rd day of September 2024, commencing at 7:30 p.m., at which time and place the following members were:

<u>Present:</u>	Mayor	Rick Hauser
	Trustee	Arlene Lapiana
	Trustee	Richard Muolo

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

WHEREAS, the Village Board of the Village of Perry, New York (the “Board”) desires to amend the Zoning Code of the Village of Perry (the “Code”) in order to bring the same into compliance with the Village Comprehensive Plan and the long term planning goals of the Village of Perry (the “Village”); and

WHEREAS, the Board is considering the adoption of three local laws to meet the aforesaid desires, to wit:

- i. A PROPOSED LOCAL LAW ENTITLED “AMENDING CHAPTER 490 (‘ZONING’) AND ‘ATTACHMENT 2, VILLAGE OF PERRY USE TABLE’ IN THE VILLAGE OF PERRY ZONING CODE SO AS TO ADD A DEFINITION AND USES FOR ‘PET GROOMING’ AND BRING THE USE TABLE INTO COMPLIANCE WITH THE VILLAGE COMPREHENSIVE PLAN AND THE LONG TERM PLANNING GOALS OF THE VILLAGE”;
- ii. A PROPOSED LOCAL LAW ENTITLED “AMENDING CHAPTER 490 (‘ZONING’) AND ‘ATTACHMENT 3, VILLAGE OF PERRY ZONING MAP’ IN THE VILLAGE OF PERRY ZONING CODE SO AS TO REZONE CERTAIN PARCELS AND BRING THE VILLAGE ZONING MAP INTO COMPLIANCE WITH THE VILLAGE COMPREHENSIVE PLAN AND THE LONG TERM PLANNING GOALS OF THE VILLAGE OF PERRY”
- iii. A PROPOSED LOCAL LAW ENTITLED “AMENDING CHAPTER 490 (“ZONING”) TO ADD § 490-15(K) ALLOWING FOR AMORTIZATION OF NONCONFORMING LOTS, STRUCTURES OR USES WITHIN THE C1DISTRICT”; and

WHEREAS, the amendments to the Code considered under these Local Laws have been reviewed by the Village Planning Board; and

WHEREAS, prior to the passing and adoption of aforesaid Local Laws, a Public Hearing must be ordered, the date and time of which, with description of the matter being considered, to be duly published and posted; and

WHEREAS, the Board is required to refer actions of the nature considered under the proposed Local Laws to the Wyoming County Planning Board pursuant to GML 239-I for comments; and

WHEREAS, the Board desires to refer such proposed Local Laws to the Wyoming County Planning Board prior to the Public Hearing with the hope of having received said comments from the Wyoming County Planning Board for discussion at the Public Hearing; and

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

ORDERED, that the Village Clerk publish a Notice of Public Hearing calling for said Public Hearing on the 16th day of September, 2024 at 8:00 pm, as well as the proposed Local Laws on the sign board of the Village of Perry not less than ten (10) days before the date of such public hearing; and be it

FURTHER ORDERED, that a copy of the Notice of Public Hearing and proposed Local Laws be made available in the Village Clerk's Office and on the Village website during regular office hours; and be it

FURTHER ORDERED, that the proposed Local Laws be referred to the Wyoming County Planning Board for comment upon the adoption of this Resolution.

Ayes: 3

Nays: 0

Quorum Present: ☒ Yes ☐ No

As indicated in the resolution above, Mayor Hauser made a motion to set a public hearing on the 16th day of September for the three proposed local laws indicated. Trustee Lapiana seconded this motion and it was carried.

RESOLUTION ACCEPTING RESIGNATION OF VILLAGE BOARD MEMBER, DARIEL DRAPER

WHEREAS, Mr. Darrel Draper has tendered his resignation from the position of Village Board Member effective August 30, 2024; and

WHEREAS, Mr. Darrel Draper has served on the Village Board since April 2011; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the resignation of Mr. Draper, thanks him for his 13+ years of service and contributions to the Village of Perry, and wishes him well.

Mayor Hauser made a motion to adopt the resolution accepting the resignation of Dariel Draper which was seconded by Trustee Lapiana and carried with all voting aye.

APPOINTMENTS TO OPEN COMMITTEE SEATS DUE TO DARIEL DRAPER'S RESIGNATION

Mayor Hauser made a motion to appoint Trustee Bouchard to the Public Safety Committee and Trustee Muolo to the Public Works Committee. This motion was seconded by Trustee Lapiana and carried unanimously.

CLERK/DEPUTY TREASURER REPORT

VILLAGE OF PERRY

Abstract # 007 Summary by Fund

08/30/2024
09:56:10

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	1,515.68	75,691.28	77,206.96
F	WATER FUND	259.12	7,759.99	8,019.11
G	SEWER FUND	82.88	7,300.91	7,383.79
HE	CDBG STORMWATER IMPROVEMENTS P		172.50	172.50
JA	SILVER LAKE WATERSHED COMMISSI	37.99	172.34	210.33
TA	TRUST & AGENCY		2,860.72	2,860.72
Total:		1,895.67	93,957.74	95,853.41

Vouchers #455-512 were audited by Trustee Lapiana

Trustee Muolo made a motion to approve payment of abstract #7, vouchers #455-512 for a total of \$95,853.41 which was seconded by Mayor Hauser and carried unanimously. An updated trial balance for tax collection was also provided.

DEPARTMENT REPORTS

Nothing to review.

COMMITTEE/TRUSTEE REPORTS

Trustee Lapiana reported that a new police car is getting detailed for the SRO. Fire Committee was cancelled.

Trustee Muolo reported that the Office Committee is looking at language updates to the handbook and a suggested change in usage for time off in 1 hour increments for sick time.

Mayor Hauser would like to reestablish conversations regarding the fire districts. The state continues to increase requirements for training making it more difficult to operate and could cut down on who can serve.

The Town of Perry is pursuing a solar project at the property adjacent to the Village's Sewer Treatment Plant. The town has engaged with Genie Solar and has preliminary plans for solar panels there. Genie Solar would like to access the town parcel through the Sewer Treatment Plant access road, but it would need to be rebuilt to allow access for heavy trucks, tree removal, and concrete pours. An easement would be needed to maintain access for a minimum of 20 years. There could be a payment for the easement, so the board should consider the benefit to the village.

Tim Cipolla has a proposal to place seasonal cabins off of Gardeau Rd, a large parcel behind the medical center along the creek on Gardeau. The Village of Perry is looking to get an easement for the trail through there. Cipolla could create a subdivision for this, but Mayor Hauser suggests expanding the existing campground law. The Planning Board has been asked to look into this and provide a recommendation to the Village Board.

There are no updates on the DRI status. The state is another 4-6 weeks behind to get contracts started. Per Mayor Hauser, the village can start with an RFP for surveyors for the trail and an RFP for grant administration for the small projects fund in preparation for property owners to apply for funding and try to get in a position to build next year.

With no further business and nothing for executive session, Trustee Lapiana made a motion to adjourn the meeting at 8:12 pm which was seconded by Trustee Muolo and carried.

Respectfully Submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 16, 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 16th day of September 2024.

PRESENT:	Rick Hauser Joel Bouchard Richard Muolo	Mayor Trustee Trustee
ALSO PRESENT:	Samantha Marcy Amanda Bouchard Eli McWhinney James Reynolds	Administrator Deputy Village Clerk Attorney (at public hearing) Planning Board Chair (at public hearing)
GUESTS:	Lorraine Sturm Bill Schmitz Tzvi Zupnik Steve Mehlenbacher Shannon Kibler Gary Isaman Tim Ruffin	Perry Herald Genie Solar Genie Solar
ABSENT:	Arlene Lapiana Christina Slusser	Trustee Village Clerk

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

RESOLUTION AUTHORIZING CHANGE ORDER NO. EC-03, APPROVING SUBSTANTIAL COMPLETION AND APPROVING PAYMENT APPLICATION #22 FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the project engineer from MRB group has presented Change Order No. EC-03 for the electrical contractor, M.W. Controls Service, Inc., for an decrease in the total contract price of \$31,281.47; and

WHEREAS, M.W. Controls Service, Inc. has completed all required work within their contract and the Village of Perry can accept Substantial Completion for items that have been completed and the Village of Perry has beneficial use of; and

WHEREAS, the final payment application #22 has been received for M.W. Controls Service, Inc. in the amount of \$17,373.21; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves Change Order No. EC-01 for a reduction of \$31,281.47 and authorizes the Mayor to execute the change order documents; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the substantial completion; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves payment application #22 to M.W. Controls Service, Inc. in the amount of \$17,373.21 and authorizes the Village Clerk to submit payment.

Trustee Bouchard made a motion to approve the resolution authorizing Change Order No. EC-03, approving Substantial Completion, and approving Payment application #22 for the Wastewater Treatment Plant Project which was seconded by Trustee Muolo and carried unanimously.

RESOLUTION APPROVING SUBSTANTIAL COMPLETION AND APPROVING PAYMENT APPLICATION #27 FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, Crane-Hogan Structural Systems, Inc. has completed all required work within their contract and the Village of Perry can accept Substantial Completion for items that have been completed and the Village of Perry has beneficial use of; and

WHEREAS, the final payment application #27 has been received for Crane-Hogan Structural Systems, Inc. in the amount of \$34,362.00; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the substantial completion; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves payment application #27 to Crane-Hogan Structural Systems, Inc. in the amount of \$34,362.00 and authorizes the Village Clerk to submit payment.

Trustee Muolo made a motion to approve the resolution approving Substantial Completion, and Payment application #27 for the Wastewater Treatment Plant Project which was seconded by Trustee Bouchard and carried unanimously.

RESOLUTION APPROVING PERRY FARMER'S MARKET EVENT REQUEST

WHEREAS, the Perry Farmers' Market is requesting to hold three additional Farmers' Market dates on the second Saturdays of October, November, and December 2024; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the Perry Farmers' Market request to hold three additional dates on Main Street.

Trustee Bouchard made a motion to approve the resolution approving Perry Farmer's Market Event Request which was seconded by Trustee Muolo and carried unanimously.

RESOLUTION APPROVING THE PERRY VILLAGE COURT APPLICATION FOR A JCAP GRANT

WHEREAS, the New York State (NYS) Unified Court System established the Justice Court Assistance Program (JCAP) in 1999 to provide State assistance to Town and Village Courts; and

WHEREAS, the NYS Unified Court System is accepting applications for the 2024-2025 JCAP grant and the maximum JCAP award is \$30,000 per municipality; and

WHEREAS, the grant may be used for a variety of purposes, including, but not limited to, new or updated automation, office and security equipment, furniture, and courtroom renovations; and

WHEREAS, the deadline for application is October 11, 2024; and

BE IT RESOLVED, the Board of the Village of Perry authorizes the Village of Perry Village Court to apply for a JCAP grant in the 2024-2025 grant cycle up to \$30,000; and

BE IT FURTHER RESOLVED, that the Mayor of the Village of Perry is hereby authorized to sign the 2024-2025 JCAP application or any documents relating to the submission of the grant application.

Trustee Muolo made a motion to approve the resolution approving the Perry Village Court Application for a JCAP Grant which was seconded by Trustee Bouchard and carried unanimously.

REVIEW OF GENIE SOLAR COMMUNITY SOLAR PROJECT ON WATER STREET ROAD

Bill Schmitz from Genie Solar gave a presentation on the plans for a solar array on the Town of Perry's property. Once up and running, the array could produce up to 33 million kilowatt hours per year. Genie Solar would like to enter into an agreement with the Village of Perry for 25 years allowing access to Village property for an easement or right of use for the placement of utility poles and trenches to accommodate utility lines from the solar arrays. After the 25-year agreement, a bond will be posted, and the solar array will be removed. At that time, there would be an option for the Town of Perry to acquire the equipment and repopulate the solar panels. Mayor Hauser asked about the approximate amount of traffic. Mr. Schmitz explained during the first three to five months of construction, heavy traffic would be expected, and 15-20 people would be working in the field. After that, only personnel would be in and out of the site. No parking or staging on Village property. Trustee Bouchard asked if it was possible to use Ryder Road as access to the site opposed to Water Street given weight restrictions. Mr. Schmitz stated better traffic information can be addressed after the environmental impact study has been completed. During the project, Genie Solar will be required to send weekly reports to the DEC. At this time, the Town of Perry has given a letter of intent, Genie Solar is hopeful that the Village will do the same so they can continue to move forward with the project.

**PUBLIC HEARING AT 8:00PM TO CONSIDER THREE PROPOSED LOCAL LAWS WHICH WILL
AMEND THE ZONING CODE OF THE VILLAGE OF PERRY**

Mayor Hauser opened the Public Hearing at 8:02pm to consider three proposed Local Laws which will amend the Zoning Code of the Village of Perry. The recommendation is to re-define the C1 district and move some currently non-conforming properties from C1 to R2. This change will eliminate non-conforming properties thus helping to bring the C1 district in compliance with the comprehensive master plan. Chair of the Planning Board, James Reynolds, explained that this would only affect some of the properties on the boundary of the C1 and the R2 district. Property owner, Shannon Kibler, expressed her concerns about the future ramifications of these changes, and you can't add more to Main Street. With more people working from home and more home-based businesses, moving these properties to R2 means no more first floor businesses. Miss. Kibler also asked about the definition of an Air B 'n B. Mayor Hauser clarified that an Air B 'n B is considered residential, and a hotel is considered commercial. Property owners, Shannon Kibler and Steve Mehlenbacher also questioned the definition of R2 vs R3. Based on current definition, some of their properties do not fit in the R2. Mayor Hauser asked Chair Reynolds to take this concern back to the Planning Board for consideration if these properties should be R3, while Trustee Muolo suggested re-defining R2 and R3. Tim Ruffin from Wyoming County Community Action had questions about how adding 19-units of residential property on Tempest St. would affect taxes. WCCA is tax exempt, but if someone else purchases the property, will they be taxed on all 19-units? Village Attorney McWhinney said if all units exist on one parcel, the parcel should be taxed as one parcel.

Changes to the use table include adding a limit to the number of pet grooming businesses and moving grooming businesses from Permitted Use to Special Use allowing the Village to better set parameters by asking questions or giving permission based on specific criteria. Property owner Gary Isaman asked about the changes to the Use table, specifically, who interprets the definitions. Village attorney McWhinney said interpretation is up to the Zoning Code Enforcement Officer.

Village attorney McWhinney proposed a resolution of the Village Board of the Village of Perry to Declare Lead Agency and Send Notices Pursuant to the Section 617.6 of the New York State Environmental Quality Review Act for Three Proposed Local Laws.

**RESOLUTION OF THE VILLAGE BOARD
OF THE VILLAGE OF PERRY TO DECLARE LEAD AGENCY AND
SEND NOTICES PURSUANT TO SECTION 617.6 OF THE NEW YORK STATE
ENVIRONMENTAL QUALITY REVIEW ACT FOR THREE PROPOSED LOCAL LAWS**

Adopted: September 16, 2024

WHEREAS, the Village Board of the Village of Perry met at a public hearing at the Village Hall located at 46 N. Main Street in the Village of Perry, New York on the 16th day of September, 2024, commencing at 8:00 p.m. at which time and place the following members were:

<u>Present:</u>	Mayor	Rick Hauser
	Trustee	Joel Bouchard
	Trustee	Richard Muolo
<u>Absent:</u>	Trustee	Arlene Lapiana

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

WHEREAS, the Village Board of the Village of Perry is considering the adoption of three proposed local laws, to wit:

- i. A PROPOSED LOCAL LAW ENTITLED “AMENDING CHAPTER 490 (‘ZONING’) AND ‘ATTACHMENT 2, VILLAGE OF PERRY USE TABLE’ IN THE VILLAGE OF PERRY ZONING CODE SO AS TO ADD A DEFINITION AND USES FOR ‘PET GROOMING’ AND BRING THE USE TABLE INTO COMPLIANCE WITH THE VILLAGE COMPREHENSIVE PLAN AND THE LONG TERM PLANNING GOALS OF THE VILLAGE”;
- ii. A PROPOSED LOCAL LAW ENTITLED “AMENDING CHAPTER 490 (‘ZONING’) AND ‘ATTACHMENT 3, VILLAGE OF PERRY ZONING MAP’ IN THE VILLAGE OF PERRY ZONING CODE SO AS TO REZONE CERTAIN PARCELS AND BRING THE VILLAGE ZONING MAP INTO COMPLIANCE WITH THE VILLAGE COMPREHENSIVE PLAN AND THE LONG TERM PLANNING GOALS OF THE VILLAGE OF PERRY”
- iii. A PROPOSED LOCAL LAW ENTITLED “AMENDING CHAPTER 490 (“ZONING”) TO ADD § 490-15(K) ALLOWING FOR AMORTIZATION OF NONCONFORMING LOTS, STRUCTURES OR USES WITHIN THE C1 DISTRICT”; and

WHEREAS, the Village Board of the Village of Perry believes it is the most appropriate candidate to seek lead agency status under State Environment Quality Review Law as the legislative body with the authority to approve the aforesaid proposed local laws; 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 has determined that the aforesaid proposed local laws are Unlisted Actions for SEQR purposes, and which justify a coordinated review; and

WHEREAS, the Village Board of the Village of Perry must provide notice of such declaration to the following agencies pursuant to Section 617.6 of the New York State Environmental Quality Review Act:

1. Village of Perry Planning Board
2. Wyoming County Planning Board
3. Town of Perry
4. New York State Department of Transportation
5. New York State Department of Environmental Conservation; and

WHEREAS, as the agency seeking a lead agency determination, the Village Board of the Village of Perry must begin the SEQR process by completing Part 1 of a Short Environmental Assessment Form for distribution with the aforesaid lead agency notices; and

WHEREAS, pursuant to section 239-L of the General Municipal Law, said Local Laws have been referred to the Wyoming County Planning Board for comments, and all supporting SEQR documents shall be submitted upon completion to said Wyoming County Planning Board; and

WHEREAS, the Village Board of the Village of Perry has not yet received comments from the Wyoming County Planning Board, and desires to adjourn this public hearing until October 21, 2024 at 8:00 p.m. so that comments from the Wyoming County Planning Board may be received and considered; and

NOW ON MOTION OF Mayor Hauser which has been duly seconded by Trustee Muolo, be it

RESOLVED, that the Village Board of the Village of Perry will begin review under the State Environmental Quality Review Act, also known as SEQRA and that notices will be sent to the following agencies for a Coordinated Review in accordance with Section 617.4 of the New York State Environmental Quality Review Regulations:

1. Village of Perry Planning Board
2. Wyoming County Planning Board
3. Town of Perry
4. New York State Department of Transportation
5. New York State Department of Environmental Conservation; and be it further

RESOLVED, the Village Board shall complete a Short Environmental Assessment Form with the assistance of the Village Attorney for distribution with the lead agency notices; and be it further

RESOLVED, that this public hearing be adjourned until October 21, 2024 at 8:00 p.m. for further discussion; and be it further

RESOLVED, that the Village Clerk of the Village of Perry be directed to post and publish a notice of the adjourned public hearing date.

Ayes: 3

Nays: 0

Quorum Present: x Yes ___ No

Dated: September 17, 2024

Mayor Hauser closed the Public Hearing at 8:36pm.

CLERK/DEPUTY TREASURER REPORT

Presented by Administrator Marcy

VILLAGE OF PERRY

**Abstract # 008
Summary by Fund**

09/13/2024
08:17:27

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	1,216.98	55,109.98	56,326.96
F	WATER FUND	24.92	12,793.76	12,818.68
G	SEWER FUND		5,397.99	5,397.99
HF	WATER TREATMENT PLANT PROJECT		30,050.89	30,050.89
HS	CAPITAL PROJECT - SEWER IMPROV		51,735.21	51,735.21
TA	TRUST & AGENCY		1,406.00	1,406.00
Total:		1,241.90	156,493.83	157,735.73

Vouchers #513-595 were audited by Trustee Muolo.

Motion to approve payment of abstract #8, vouchers #513-595, for a total of \$157,735.73 was made by Trustee Bouchard, seconded by Trustee Muolo, and carried with all voting aye.

DEPARTMENT REPORTS

Reports were reviewed for the following departments: Financial Reports. Administrator Marcy and Mayor Hauser commented that interest rates are still doing well.
WTP /WWTP, DPW, Police and, Property Maintenance.

Mayor Hauser suggested reformatting the Property Maintenance report to a format like the Police Department to better show progress being made.

TRUSTEE REPORTS

Trustee Bouchard reported that the Parks Committee is talking about the timing of flower arrangements, looking for tree planting sites and looking at avenues to replace and improve aging playground equipment. There is a desire to have the community be able to contribute to projects in a constructive way. The LWRP had a tour of the Silver Lake Trail which resulted in a lot of big broad ideas for improvements. Fire Committee has discussed possible grant options for a consolidation study.

Mayor Hauser reported the sidewalk work continues. Water contracts are being negotiated with the Town of Perry.

There was no executive session.

At 8:48 pm, Trustee Muolo made a motion to adjourn the meeting which was seconded by Trustee Bouchard and carried.

Respectfully submitted,
Amanda Bouchard, Deputy Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 25, 2024**

A special board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:00 pm on the 25th day of September 2024 to review the 2023-2024 year-end financial position.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Joel Bouchard	Trustee
	Richard Muolo	Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
	Christina Slusser	Village Clerk
	Steve Deaton	DPW Superintendent

Mayor Hauser called the meeting to order at 7:00 pm and led in the Pledge of Allegiance.

2023-2024 YEAR END FINANCIAL REVIEW

Samantha Marcy, Village Administrator/Treasurer, presented on the 2023-2024 financial year review. Overall, the village came in under budget on expenditures, and revenues were over the projections, giving the village a healthy fund balance.

GENERAL FUND

The unassigned fund balance is \$905,800, on the high end of the fund balance policy, so the village should consider allocating money towards outstanding projects to avoid collecting unnecessary taxes. Mid-range of the fund balance policy is \$693,000, leaving \$212,000 to allocate. The Village Administrator provided items for consideration. ARPA funds also need to be allocated by the end of the calendar year, by resolution. There is \$88,666.62 remaining.

The board considered funding the following outstanding projects and reserve fund accounts: a new fire whistle, adding to the park capital reserve, finishing fencing at the Federal Street trail head, adding to the holiday lights fund, and DPW projects and equipment in need of replacement.

Steve Deaton, the DPW Superintendent was present to answer questions and offer his opinions on the level of priority of DPW projects which include: replacing a dump/plow truck with engine bearing failures, purchasing a used streetsweeper to share with the Village of Warsaw, replacing the rusted body of a dump truck, purchasing a bucket truck whose 20 lifespan ends at the end of 2025, replacing the sidewalks on Bradford Street which is rated the worst in the

village, and paving streets (Orchard, Buckland, S. Federal, Park Ave, Grove, Parker Lane, and N. Genesee).

Recommendations from the administrator and board discussion led to proposals for the fund balance. Resolutions are planned for the next meeting.

WATER FUND

The unassigned fund balance in the water fund is high at \$890,000 but the village is planning a \$7.2 million upgrade of the water plant. A water rate study is in the works to be reviewed towards the end of the year. The Village Administrator recommends leaving the fund balance as is due to the upcoming project.

SEWER FUND

The unassigned fund balance in the sewer fund is \$582,433, just over the highest limit per the policy, but there is another project that will need to be done within the next 5 years; outfall reconstruction. The cost is unknown but estimated to be a multi-million dollar project. The Village Administrator also recommends leaving this fund balance as is due to anticipated projects.

Motion to adjourn the meeting was made by Trustee Lapiana at 8:30 pm which was second by Trustee Muolo and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 27, 2024

A special board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 4:00 pm on the 27th day of September 2024 to discuss alleged intentional theft of services and how the Village should proceed.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Joel Bouchard	Trustee
	Richard Muolo	Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
	Christina Slusser	Village Clerk
	David DiMatteo	Village Attorney
	Eli McWhinney	Attorney

Mayor Hauser called the meeting to order at 4:00 pm and led in the Pledge of Allegiance.

At 4:00 pm, Mayor Hauser made a motion to enter executive session to discuss proposed, pending, or current litigation which was seconded by Trustee Lapiana and carried.

At 4:48 pm, Mayor Hauser made a motion to exit executive session which was seconded by Trustee Lapiana and carried.

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

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPROVING MEMBERSHIP TO THE PERRY FIRE DEPARTMENT

WHEREAS, the Perry Fire Department Chief has provided the Village with the consideration of three new members, Aiden Wolcott, Elmer Provorse, and Jeremy Krawczyk; and

WHEREAS, the new members have been interviewed by the Fire Department and voted favorably by the membership pending Village Board approval; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approves the new members, Aiden Wolcott, Elmer Provorse, and Jeremy Krawczyk, to the Village of Perry Fire Department.



RESOLUTION UPDATING THE VOUCHER AUDITING SCHEDULE FOR 2024-2025

BE IT RESOLVED, that the Voucher Auditing Schedule is as follows:

October 2024	Muolo
November	Bouchard
December	Lapiana
January 2025	Muolo
February	Bouchard
March	Lapiana
April 2025	Muolo



RESOLUTION AUTHORIZING COUNTERSIGNING CHECKS

BE IT RESOLVED, the Village will require two signatures for disbursement of funds by check from Village bank accounts with one signature from an elected official and one appointed official. The Treasurer's signature is required on all investments including savings and CD's as per the investment policy. The designated officials authorized to be signers for the bank accounts are Mayor Frederic Hauser, Trustee Arlene Lapiana, Treasurer Samantha Marcy, and Village Clerk Christina Slusser.



RESOLUTION DECLARING VILLAGE EQUIPMENT AND VEHICLES AS SURPLUS

WHEREAS, the Village of Perry maintains a fleet of equipment to support the efficient care and maintenance of Village assets; and

WHEREAS, through the natural wear and tear cycle, equipment reaches the close of its useful contribution to Village operations; and

WHEREAS, the Department of Public Works maintains a 2014 IH Dump/Plow Truck (#346) that has reached the conclusion of their useful life for department needs; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby declare the items listed in this resolution as surplus equipment; and

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to auction the equipment as is deemed appropriate.



**RESOLUTION APPROVING LETTER OF AGREEMENT WITH INDEPENDENT CONTRACTOR FOR
LETCWORTH GATEWAY VILLAGES, SARAH KEELER**

WHEREAS, Emily Ashworth, Director of Letchworth Gateway Villages ("LGV"), has requested to contract with Sarah Keeler for professional services; and

WHEREAS, the agreement will be effective July 1, 2024 – December 31, 2024 for a total not to exceed \$5,400.00; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the Agreement with Sarah Keeler and authorizes the Mayor to execute the Letter of Agreement.

Letter of Agreement
July 1, 2024 – December 31, 2024

THIS AGREEMENT, made and entered into this ____ day of _____ 2024, between the “LGV/GATEWAY PARTNERS” and **SARAH KEELER**, with a mailing address of: _____, hereinafter referred to as “INDEPENDENT CONTRACTOR.”

THE PARTIES AGREE AS FOLLOWS:

WHEREAS, the INDEPENDENT CONTRACTOR will deliver services outlined in the Statement of Work in **Schedule A** attached and made part of this Agreement.

TERMS OF THE AGREEMENT

1. The INDEPENDENT CONTRACTOR agrees that over a six (6) month period commencing on July 1, 2024 and concluding on December 31, 2024, she will provide the services to this project listed in Schedule A; in accordance with the description set forth herein.
2. The INDEPENDENT CONTRACTOR shall be compensated \$900.00 per month for a total amount not to exceed \$5,400.00 for this Agreement.
3. The INDEPENDENT CONTRACTOR shall voucher the Village of Perry on a monthly basis to receive payment for services rendered. Invoices shall be itemized, detailing hours spent, and hours working on collective LGV projects. Invoices shall also summarize the work that has been undertaken in the period represented.
4. The INDEPENDENT CONTRACTOR shall report to the LETCHWORTH GATEWAY VILLAGES DIRECTOR. The contractor will report to the LGV ADVISORY BOARD through the DIRECTOR.
5. Any out of pocket costs associated with the project and requiring reimbursement from LGV must be approved by the DIRECTOR before incurring the expense, and shall be vouchered on a monthly basis by the INDEPENDENT CONTRACTOR, for reimbursement.
6. Upon any breach, default, or other defect of performance by the INDEPENDENT CONTRACTOR under this Agreement, LGV may cancel this Agreement by giving the INDEPENDENT CONTRACTOR ten (10) days written notice sent by mail. Upon exercising LGV’s right to cancel this Agreement, LGV shall pay all reasonable costs incurred by the INDEPENDENT CONTRACTOR for work done pursuant to this Agreement, up to the date the notice of termination was received by the INDEPENDENT CONTRACTOR.
7. Upon termination or cancellation of this Agreement, all finished and unfinished work, and other property purchased by the INDEPENDENT CONTRACTOR with funds approved for this project pursuant to this Agreement shall become the property of LGV.
8. Confidentiality. During the term of this Agreement and at all times thereafter, the parties agree to hold in strictest confidence and to not disclose, furnish, communicate, make accessible to any person or use in any way, any Confidential Information (as such term is defined below).

The Parties agree to refrain from such acts and omissions which would reduce the value of the Confidential Information to either party.

9. Definition of Confidential Information: For the purposes of this Agreement "Confidential Information shall mean all work products and other information provided by either party, which is not generally known to the public and which, if misused or disclosed, could reasonably be expected to adversely affect either party. Confidential Information shall not include any information which: (i) is or becomes publicly available through no fault of the parties; or (ii) can be reasonably demonstrated to have been known to either party independently of any disclosure by LGV or the independent contractor or prior to the development or knowledge of the information through the performance of the consulting services.
10. The relationship of the INDEPENDENT CONTRACTOR to LGV arising out of this Agreement shall be that of an independent contractor. The INDEPENDENT CONTRACTOR in accordance with her status as an independent contractor, covenants and agrees that she will conduct herself consistent with such status, that she will neither hold herself out as or claim to be an officer or employee of any of the parties listed herein by reason hereof, that she will not by reason hereof make any claim, demand or application for any right or privilege applicable to an officer or employee of the parties listed herein, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. All personnel of the INDEPENDENT CONTRACTOR shall be within employ of the INDEPENDENT CONTRACTOR, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Agreement shall impose any liability or duty on the parties listed herein, on account of any acts, omissions, liabilities or obligations of the INDEPENDENT CONTRACTOR or any person, firm, company, agency, association, corporation, or organization engaged by the INDEPENDENT CONTRACTOR as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including but not limited to, unemployment insurance and worker's compensation, and the INDEPENDENT CONTRACTOR hereby agrees to indemnify and hold harmless the parties listed herein against such liabilities.
12. The parties listed herein shall not be liable for any debts, liens or encumbrances incurred by the INDEPENDENT CONTRACTOR, and the INDEPENDENT CONTRACTOR agrees to indemnify and save harmless the parties listed herein against any and all claims, liability, losses, damages, costs or expenses which the parties may hereafter incur, suffer, or be required to pay by reason of any negligent or willful act or omission of the INDEPENDENT CONTRACTOR in the performance of this Agreement.

ENTIRE AGREEMENT

This agreement and SCHEDULE A constitute the entire agreement among the parties hereto regarding the subject matter hereof and supersedes all prior agreements (written or oral) which may have related 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.

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 of the same.

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

VILLAGE OF PERRY: for LGV/Gateway Partners

By: _____
Frederic Hauser, MAYOR

By: _____
Sarah Keeler, INDEPENDENT
CONTRACTOR

Schedule A: Statement of Work

I. Services

Letchworth Gateway Villages (LGV) seeks the professional services of Sarah Keeler to provide the following services:

1. Plan and lead team editorial meetings (quarterly and monthly)
2. Approving contributor pitches and assigning pieces
3. Set and manage deadlines for contributors
4. Writing/Editing monthly newsletter
5. Contribute 1 full-length original piece of content each month
6. Proofread and edit entries for brand style, voice and content
7. Collaborate with community leaders to source fresh stories aligned with project mission
8. Report to Director through the Editor-in-Chief for final approval of newsletter/other campaigns



RESOLUTION APPROVING CONTRACT FOR FIRE PROTECTION SERVICES WITH THE TOWN OF CASTILE

WHEREAS, the Village of Perry provides fire protection to the Town of Castile; and

WHEREAS, the Village of Perry and Town of Castile current Fire Protection Contract expires on December 31, 2024; and

WHEREAS, a three-year agreement with a \$500.00 increase each year of the contract has been provided; and

BE IT RESOLVED, the Perry Village Board of Trustees approves the Fire Protection Contract with the Town of Castile for a three-year term and authorizes the Mayor to execute the contract.

CONTRACT FOR FIRE PROTECTION PURSUANT TO SECTION 184(1) OF THE TOWN LAW

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the Town of Castile, a municipal corporation organized under the Laws of the State of New York and located in Wyoming County, New York, with a mailing address of 53 Main Street, Castile, New York 14427, hereinafter referred to as "CASTILE", and the Village of Perry, a municipal corporation organized under the Laws of the State of New York and located in Wyoming County, New York, with a mailing address of 46 North Main Street, Perry, New York 14530, hereinafter referred to as "PERRY".

WITNESSETH:

WHEREAS, there has been duly established on February 14, 1938 in Castile, New York a fire protection district known as the Town of Castile Fire Protection District pursuant to Town Law §170, embracing such territory in said Town as is depicted in the official map of the Town of Castile adopted by the Town Board of the Town of Castile on November 16, 1971, as more fully described in Schedule A attached and hereinafter referred to as "DISTRICT"; and

WHEREAS, following a public hearing duly called, the Town Board of the Town of Castile, by resolution, authorized this Agreement with the Village of Perry for fire protection service to said District upon the terms and provisions herein set forth herein.

NOW, THEREFORE, CASTILE does engage PERRY to furnish fire protection service to such DISTRICT and PERRY agrees to furnish such service in the following manner, to wit:

1. FIRE PROTECTION

The Fire Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire emergency occurring in such DISTRICT and when notified by alarm or telephone from any person within the DISTRICT of an emergency requiring such service, such department and/or squad shall respond and attend upon such emergency without unnecessary delay with one (1) or more companies and with suitable ladder, pumping, host apparatus and rescue squad service. Upon arriving at the scene of the fire or emergency, the firemen or members of the rescue squad shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and the saving of the life and property in connection therewith.

2. CONSIDERATION

In consideration of furnishing services described in Paragraph 1 above, CASTILE must pay to PERRY the following:

- A. For the calendar year 2025, the sum of \$18,500.00 to be paid by March 31, 2025;
- B. For the calendar year 2026, the sum of \$19,000.00 to be paid by March 31, 2026;
- C. For the calendar year 2027, the sum of \$19,500.00 to be paid by March 31, 2027.

3. SPECIAL EXPENSES

With the exception of expenditures related to gasoline, transportation charges or repairs and maintenance of equipment, CASTILE must pay PERRY a sum equal to any special expenses incurred in the

operation of the equipment when responding to an emergency call. Special expenses are to be paid within sixty (60) days of a written claim submitted to the Town Clerk of CASTILE and said written claim must be submitted by PERRY within sixty (60) days after the special expense is incurred.

4. CLAIMS

Should any loss or damage whatsoever be sustained to the fire apparatus or other equipment, the cost of materials and any other special or incidental expenses incurred in the operation of the fire apparatus or equipment of PERRY in answering or attending upon or returning from a call for assistance in the area, irrespective of the cause thereof, the amount thereof shall be charged upon PERRY and not against CASTILE.

This fact is taken into consideration by both parties in arriving at the consideration to be paid to PERRY pursuant to this Agreement.

The provisions of this paragraph shall not be construed to prevent PERRY from securing reimbursement for any loss or damage sustained to fire apparatus, equipment or materials used by said PERRY in participating in any County Mutual Aid Plan from any township or area that issues any call for aid, as provided by any law of the State of New York.

5. ASSESSMENT FOR CONTRACT PAYMENTS

All monies to be paid under any provision of this Agreement shall be a charge upon the Fire Protection District to be assessed and levied upon the taxable property of said DISTRICT and collected with the Town taxes.

6. PRIVILEGES AND IMMUNITIES

While performing their duties under this Agreement, members of the Perry Fire Department and Rescue Squad shall have the same rights, privileges, and immunities as if performing their duties within the Village of Perry.

7. INSURANCE

During the term of this Agreement:

A. Both parties hereto must maintain insurance with at least the following limits:

- | | |
|----|---|
| I. | Commercial General Liability (including Incidental Medical malpractice) with limits of: |
| | |
| | \$2,000,000. General Aggregate Limit |
| | \$1,000,000. Products-Completed Operations Aggregate Limit |
| | \$1,000,000. Personal Injury & Advertising Limit |
| | \$1,000,000. Each Occurrence |

\$ 50,000.	Fire Damage Limit
\$ 5,000.	Medical Expense Limit

II. Fire Department Errors and Omissions Liability coverage with limits of:

\$1,000,000.	Each Occurrence
\$2,000,000.	Aggregate

This coverage is to include "any act, error or omission in services rendered in the discharge of lawful volunteer fire department duties."

III. Business Auto Liability coverage (Including Non-owned and Hired Auto liability):

\$1,000,000.	Combined Single Limit per occurrence.
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IV. Mutual Aid Liability coverage per Section G209 of General Municipal Law with limits of:

\$250,000.	Per Occurrence.
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V. Umbrella Policy

\$1,000,000.	(Excess Liability)
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B. Each Party must provide the other a certificate of such insurance coverage.

8. TERM

This Agreement shall continue for a period of three (3) years unless either party notifies the other in writing on August 31st of such year of its election to terminate this Agreement on December 31st of any year included in this Agreement.

9. PENALTY

Each payment shall be due and owing as of March 31st of each year. If said payment is not received on or before March 31st of any year, a penalty equal to one percent (1%) of the amount due for that year will be assessed, per month, on the payment and be due and owing.

[SIGNATURE PAGE FOLLOWS]

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

[TOWN SEAL]

TOWN OF CASTILE

Stanley Klein, Supervisor

ATTEST:

Vickie Koch
Town Clerk

[VILLAGE SEAL]

VILLAGE OF PERRY

Rick Hauser, Mayor

ATTEST:

Christina Slusser
Village Clerk

SCHEDULE A

The District Boundary in the territory as shown on a November 16, 1971 map of the Town of Castile, adopted by the Town Board of the Town of Castile as the Official Map of the Town of Castile, and bounded and described as:

BEGINNING at the southeast intersection of the town lines of the Town of Warsaw and the Town of Perry and continuing along the Perry town lines east to Silver Lake, then;

SOUTH along Silver Lake to the eastern extension of Abbott Road, then;

WEST along Abbott Road to Warsaw town line excluding Abbott Road properties, then;

NORTH along Warsaw town line to the point of beginning and beginning at the southeast intersection of Middle Reservation Road (Route 6) and the Town of Perry town line, then;

EAST along Perry town line to its southwest intersection with Town of Leicester town line, then;

SOUTH along Leicester town line to its intersection with the westerly boundary of Letchworth State Park, then;

SOUTHWESTERLY along Letchworth State Park westerly boundary to its intersection with the eastern extension of East Castile Center Road (Route 36), then;

WEST along East Castile Center Road to its intersection with Middle Reservation Road, excluding East Castile Center Road properties, then;

NORTH along the eastern side of Middle Reservation Road to the north side of Hathaway Road, excluding Middle Reservation Road properties, then;

WEST along the north side of Hathaway Road to its intersection with Route 39, excluding Hathaway Road properties, then;

SOUTHWEST to Fairview Road, excluding Fairview Road properties, then;

NORTHWEST to Silver Lake, then;

NORTH along Silver Lake to the Perry Village line, then;

EAST and NORTHEAST along Perry Village line to its intersection with Middle Reservation Road, (Route 6).



RESOLUTION APPROVING THE SNOW & ICE CONTROL AGREEMENT WITH WYOMING COUNTY

WHEREAS, the Village of Perry enters into a snow and ice control agreement with Wyoming County for the control of snow and ice on county highways; and

WHEREAS, Wyoming County has submitted a three year agreement with a \$100.00 per centerline mile increase for each year of the contract; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the Snow and Ice Control Agreement with Wyoming County for contract years 2025-2026, 2026-2027, and 2027-2028; and

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

SNOW AND ICE CONTROL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ by and between the County of Wyoming (hereinafter referred to as "County"), acting by and through the County Superintendent of Highways (hereinafter referred to as County Superintendent), and Supervisor of the **VILLAGE OF PERRY** (hereinafter referred to as "Municipality") as follows:

WHEREAS, section 135a of the Highway Law provides that the County Superintendent of Highways may contract with the Municipalities for the control of snow and on ice on County Highways subject to the approval of each of the Legislative bodies of said County and Municipality: and

WHEREAS, the Municipality is willing to perform the work of such control of snow and ice upon such terms, rules and regulations as are contained herein and deemed by the County Superintendent of Highways to be for the best interests of the people of the County of Wyoming; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is agreed as follows:

- **Term**

The term of this Agreement shall be for three (3) years commencing October 15, 2025, terminating October 14, 2028.

- **Description and Acceptance of Scope of Services.**

The Municipality shall provide all the labor, materials and equipment necessary for the control of snow and ice on such County Highways as designated by the County Superintendent to the extent that the County Superintendent deems necessary to provide reasonable passage and movement of vehicles over said highways, and shall include clearing of the pavement and pushing of snow as near the ditch lines as practicable to provide room for future storms and ensure that it melts down to the ditches, together with sanding of hills, curves and intersections and such other places as may cause dangerous driving conditions.

- **Detail**

The County Superintendent shall furnish the Municipality with a detail of start and finish, which shall delineate and shall show distinctively the County highways or parts thereof that are affected by this Agreement (which have been supplied and verified by the Town Superintendent).

- **FINANCIAL ARRANGEMENTS**

A. **Money:** The County agrees to pay the Municipality as follows:

CONTRACT YEAR 1 - 2025-2026 season of this Agreement **\$6,396.00** per centerline mile for **1.07** miles for a total expenditure of **\$6,843.72** (an increase of \$100.00/ centerline mile from 2024/2025 contract)

CONTRACT YEAR 2 - 2026-2027 season of this Agreement **\$6,496.00** per centerline mile for **1.07** miles for a total expenditure of **\$6,950.72** (an increase of \$100.00/ centerline mile from 2025/2026 contract)

CONTRACT YEAR 3 - 2027-2028 season of this Agreement **\$6,596.00** per centerline mile for **1.07** miles for a total expenditure of **\$7,057.72** (an increase of \$100.00/ centerline mile from 2026/2027 contract)

The total expenditure figure shall be known as the “contract cost”.

- **INTERIM PAYMENTS**

The County shall make automatic interim payments to the Municipality on or about the 16th day of November (25% of the “contract cost”), on or around the 16th day of February (50% of the “contract cost”) and on or around the 16th day of May (final 25% of the “contract cost”) during the term of this Agreement, as stated in paragraph (A.) above. No vouchers will be required from the Municipality as part of the payment during this process.

- **DISPATCH**

The county will closely monitor the dispatch records of the Municipality; therefore, it is mandated that all Municipalities report to county dispatch for all snow and ice activity.

- **INSURANCE**

The Municipality shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the County and its officers, employees, agents and representatives as additional insured.

All insurance coverage required to be purchased and maintained by the Municipality under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the County and/or the Municipality for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the County as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the County as soon thereafter as possible and not later than three (3) days after the date of such accident.

- **HOLD HARMLESS**

The Municipality shall indemnify, defend and hold the County, its Departments, and its officers, employees, Municipality’s, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney’s fees, relating to or arising out of any negligent or intentional acts and/or omissions of the Municipality or any of its officials, directors, officers, employees, Municipality’s, representatives, or agents.

- **ACTUAL COSTS CALCULATION - OPTIONAL**

At the end of the snow season, if the total amount paid to the Municipality by Wyoming County for this service does not cover the actual cost of plowing County Roads, the Municipality, at its option, can submit, in an organized fashion using a spreadsheet program (such as Excel) and attaching all payroll, invoices and other necessary document, reflecting the total costs incurred by the Municipality for all snow removal and

request reimbursement above the total amount reimbursed to the Municipality for County Road snow removal costs. The Municipality shall provide to the County the methodology for the pro-rating of all the covered snow removal services and expenses (Municipality highways vs County highways). The Municipality must also submit a snow season calendar showing the dates, number of times plowed and the number of call outs. The County will reimburse for the time (labor costs only), materials (salt and/or sand) and equipment using the current FEMA rates. The County of Wyoming reserves the right to reject any costs that are excessive.

- **CONTRACT DUE DATE**

Contracts are due back to the County Highway Superintendent's Office by December 31, 2024.

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

COUNTY OF WYOMING

VILLAGE OF PERRY

By: _____
Devin Blue
County Superintendent of Highways

By: _____
Town Supervisor

Dated: _____

Dated: _____

VILLAGE OF PERRY

Co. No.	County Road	Start	Finish	Mileage
CR #06	Borden Avenue	SR 39	Gardeau Road	0.35
CR #06	Middle Reservation Road	Gardeau Road	Perry Village Line	0.16
CR #22	Silver Lake Road	do not plow		
CR #25	Simmons Road	do not plow		
CR #30	Lake Street	SR 246/Center Street	Perry Village Line	0.56
Total Miles Plowed				1.07



RESOLUTION AMENDING POLICY OF WAIVING BASE RATE CHARGES FOR VACANT UNITS

WHEREAS, the Village of Perry Board of Trustees approved the Policy of Waiving Base Rate Charges for Vacant Units on February 5, 2024; and

WHEREAS, the Public Works Committee is recommending an amendment to the Policy of Waiving Base Rates Charges for Vacant Units; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby amends the Policy of Waiving Base Rate Charges for Vacant Units.

MAYOR
Rick Hauser

TRUSTEES
Arlene Lapiana
Joel Bouchard
Richard J. Muolo, Jr.



**ADMINISTRATOR/
TREASURER**
Samantha Marcy

**VILLAGE CLERK/
DEPUTY TREASURER**
Christina Slusser

Policy of Waiving Base Rate Charges for Vacant Units

Policy Statement

The purpose of this policy is to provide a waiver for property owners of multi-unit housing with vacant unit(s) that do not have the option of shutting off the water supply to the property to prevent base rates charges for inactive units.

Procedure & Guidelines

1. Property owner completes "Application for Base Rate Waiver for Vacant Units" and pays application fee of \$100.
2. Property owner has property plumbed properly for installation of separate meters for each unit. The Village Water Department will install the meters at the location.
3. The Water Department will perform an initial inspection, final reading, and seal off the inactive meter.
4. Property owner agrees to conditions below and signs "Base Rate Waiver for Vacant Units".
 - a. I understand that I will need a separate meter installed for the unit I am requesting the waiver for.
 - b. An initial inspection and reading will be conducted, and a seal will be placed on the inactive meter.
 - c. I will not bypass or remove this meter.
 - d. I will not turn on the water service to the meter until the Village has completed an inspection and removed the seal.
 - e. A reading on the inactive meter will be taken quarterly to ensure no usage.
5. A renewal letter will be sent yearly to property owners in January with a new application and to schedule a yearly inspection.
6. If the property owner is unable to reasonably install separate meters for each unit, the property owner can provide a certified letter from the Wyoming County Code Enforcement Officer that there is no occupancy allowed in the specified units that the waiver is being requested for. The property owner is still required to fill out the application, pay the application fee, and have a yearly inspection completed. The property owner is required to notify the Village of Perry when the unit receives a Certificate of Occupancy.

Approval

Request for a waiver will be reviewed by the Public Works Committee and recommended to the Village Board of Trustees for final approval.

VILLAGE OF PERRY

The Village Board of Trustees can revoke the waiver at any time. If no response is received from the yearly application request or an inspection is denied, billing of the base rate charges will resume immediately.



RESOLUTION AUTHORIZING ESTIMATED WATER/SEWER BILL AND ACCOUNT TO BE CONSIDERED IN GOOD STANDING

WHEREAS, an issue with the water meter was discovered at 1 N. Main St. and 5 N. Main St. (tax parcels #100.7-10-21 and #100.7-10-22) and since then has been corrected; and

WHEREAS, water and sewer usage is owed to the Village of Perry from 2018 and the usage has been estimated based on average consumption; and

WHEREAS, the total estimated amount due for water consumption is \$2,070.85 and sewer usage is \$3,587.70; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Clerk to send the bill to the property owner in the amount of \$5,658.55; and

BE IT RESOLVED, since the meter issue has been corrected and upon payment of the bill, the account will be considered in good standing.



RESOLUTION ADOPTING THE PRO-HOUSING COMMUNITIES PLEDGE

WHEREAS, the Village of Perry (hereinafter “local government”) believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State’s economic growth and community well-being; and

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities; and

WHEREAS, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities; and

WHEREAS, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Village of Perry, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.



RESOLUTION AUTHORIZING BUDGET TRANSFERS AND AMENDMENTS TO THE 2024-2025 VILLAGE BUDGET

WHEREAS, the Village Administrator is proposing the following Budget Transfers to correct overspent accounts for the 2024-2025 fiscal year:

General Fund:

Increase:	A1010.41 (Board of Trustees – Labor Relations)	\$3,270.96	
Decrease:	A1325.4 (Treasurer – Contractual)		\$3,270.96
Increase:	A8540.4 (Drainage – Contractual)	\$726.70	
Decrease:	A5110.4 (Street Maintenance - Contractual)		\$726.70

WHEREAS, the Village Administrator is proposing the following Budget Amendment to appropriately show the balance of CHIPS money spent for paving for the 2024-2025 fiscal year:

Increase Revenue:	A3501 (Consolidated Highway Aid)	\$22,105.50	
Increase Expense:	A5112.2 (Perm Streets Improvements)		\$22,105.50

WHEREAS, the Village Administrator is proposing the following Budget Amendment to appropriately show interfund transfers for the tennis court project for the 2024-2025 fiscal year:

Debit:	A4089 (Federal Aid – ARPA)	\$13,350.00	
Credit:	A9901.9 (Transfers)		\$13,350.00
Debit:	A878 (Capital Reserves)	\$15,000.00	
Credit:	A9901.9 (Interfund Transfer)		\$15,000.00

WHEREAS, the Village Administrator is proposing the following Budget Amendment to move money from unallocated fund balance to the general fund for the purposes of purchasing a used street sweeper for the 2024-2025 fiscal year:

Debit:	A599 (Unallocated Fund Balance)	\$40,000.00	
Credit:	A5110.2 (Street Maintenance – Equipment)		\$40,000.00

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to make the above budget transfers and amendments for the 2024-2025 fiscal year; and

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



RESOLUTION AUTHORIZING USE OF AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the Village of Perry was awarded \$357,742.50, in American Rescue Plan Act (ARPA) funds; and

WHEREAS, at the September 25, 2024, Village Board meeting, the Board of Trustees discussed utilizing the remaining ARPA funds towards sidewalks and paving in an amount not to exceed \$88,666.62 and towards the Silver Lake Trail Boardwalk project in an amount not to exceed \$75,000.00; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the use of ARPA funds towards sidewalks and paving in amount not to exceed \$88,666.62 and the Silver Lake Trail Boardwalk project in an amount not to exceed \$75,000.00.

**VILLAGE OF PERRY VILLAGE BOARD
RESOLUTION SETTING A PUBLIC HEARING AND AUTHORIZING THE
EXPENDITURE OF \$20,000.00 FROM THE REPAIR RESERVE FUND
SUBJECT TO PERMISSIVE REFERENDUM**

The Village Board of the Village of Perry met at a Village Board meeting at the Village Offices in the Village of Perry, New York on the 7th day of October 2024, commencing at 7:30 p.m. at which time and place the following members were:

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

Absent:

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

WHEREAS, the Village of Perry, pursuant to Section 6-c of the General Municipal Law, duly established a Repair Reserve Fund on the 4th day of May 2009 to pay the cost of certain repairs of capital improvement or equipment deemed necessary by the Village Board; and

WHEREAS, the Village Board of the Village of Perry has determined that it is necessary and in the best interests of said Village to repair the body of truck #292, a 2006 Dump Truck; and

WHEREAS, the available balance of the Repair Reserve Fund as of September 30, 2024 is \$94,688.97; and

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

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Perry has determined that it is in the best interest of said Village to repair the body of dump truck #292; and be it further

RESOLVED, that the Village Board of the Village of Perry will hold a public hearing on the proposed action on the 21st day of October, 2024 at 7:45p.m., at which time all interested parties and citizens for or against the proposed action will be heard; and

RESOLVED, that the Village Board of the Village of Perry authorizes the Mayor of the Village of Perry to, contingent upon the passage of the permissive referendum period required under law without petition for a permissive referendum, to expend up to \$20,000.00 from the Repair Reserve fund for the repair of the body of dump truck #292; and be it further

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

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

Aye: ____

Nay: ____

Quorum Present: ____ Yes ____ No

Dated:

SEAL

Christina Slusser, Village Clerk
Village of Perry



RESOLUTION AUTHORIZING TRANSFER FROM THE VILLAGE OF PERRY GENERAL FUND TO RESERVE FUNDS

WHEREAS, at the September 25, 2024, Village Board meeting, the Board of Trustees discussed allocating Fund Balance towards specific Reserve Funds in anticipation of future needs; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to transfer \$50,000.00 to the Equipment Reserve Fund for the purpose of purchasing a Bucket Truck for use by the Department of Public Works; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to transfer \$25,000.00 to the Parks Capital Reserve Fund for the purpose of upgrades to the park facilities and trails; and

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



RESOLUTION CREATING CAPITAL PROJECT BUDGET FOR MAIN STREET TRAILHEAD/PEACE PARK

WHEREAS, the Village of Perry received a \$25,000 grant from the Ralph C. Wilson, Jr. Legacy Fund for the Main Street Trailhead/Peace Park along the Silver Lake Trail; and

WHEREAS, the Superintendent of Public Works has received several quotes for the peace park plantings and has selected Bubba's Landscape to perform the work totaling \$29,323.00; and

WHEREAS, the Parks Committee is recommending the transfer of \$4,323.00 from the 2024-2025 parks budget that included \$15,000 for upgrades to Memorial Park; and

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

REVENUE:

H2770	Ralph Wilson Foundation Grant	\$ 25,000.00
H5031	Interfund Transfer	<u>\$ 4,323.00</u>
		\$ 29,323.00

EXPENDITURES:

H7110.2	Peace Park Upgrades	<u>\$ 29,323.00</u>
		\$ 29,323.00

TOTAL PROJECT BUDGET **\$ 29,323.00**
; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the project budget for the Main Street Trailhead/Peace Park; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the transfer of \$4,323.00 from A7110.2 in the 2024-2025 Village of Perry General Fund Operating Budget to the Main Street Trailhead/Peace Park Capital Project Fund.

VILLAGE OF PERRY

Abstract # 009 Summary by Fund

10/04/2024
16:50:03

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	909.17	50,720.94	51,630.11
F	WATER FUND	259.16	18,437.24	18,696.40
G	SEWER FUND	1,965.51	3,482.33	5,447.84
H	CAPITAL PROJECTS FUND		28,850.00	28,850.00
HF	WATER TREATMENT PLANT PROJECT		517.50	517.50
HS	CAPITAL PROJECT - SEWER IMPROV		621.00	621.00
JA	SILVER LAKE WATERSHED COMMISSI	37.99	17.95	55.94
TA	TRUST & AGENCY		3,565.68	3,565.68
Total:		3,171.83	106,212.64	109,384.47

Vouchers #596 - 688 were audited by Trustee Muolo.

10-04-24
13:52:04

Village of Perry - 2024 - 2025 - Village Tax Collection Trial Balance - All Swis Codes 10-04-24

Original Warrant	2,311,582.30
Adjustments	0.00
=====	
Adjusted Warrant	2,311,582.30
Full Payments	2,175,273.57
Penalties	6,700.43
=====	
Total Collections	2,181,974.00
Taxes Outstanding	136,308.73

11/1/2023	
Adjusted Warrant	2,313,969.19
Taxes Outstanding	124,953.49