



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, February 3, 2025 • 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 – January 21, 2025
 - b. Resolution Acknowledging Examination of Court Records for the Fiscal Year Ending May 31, 2024
 - c. Resolution Authorizing Budget Transfers to the 2024-2025 Village Budget
 - d. Resolution Approving Submission of Community Arts Grant Application by Perry Community Band
 - e. Resolution Appointing Election Inspectors for the March Village Election
 - f. Resolution Approving Perry Fire Department Request
 - g. Resolution Approving Annual Maintenance Contract with Eagle Systems, Inc.
 - h. Resolution Approving Lease Maintenance Agreement with Toshiba
 - i. Resolution Scheduling Special Village Board Workshop Dates
 - j. 2025-2026 Draft Village Budget Review
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
JANUARY 21, 2025**

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 21st day of January 2025.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Joel Bouchard	Trustee
	Richard Muolo	Trustee
	Robin Kwiecien	Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
	Christina Slusser	Village Clerk
GUESTS:	David Spink	Fire Chief
	Frank Kline	Village Resident
	Carol Weber	Castile Silver & Gold Club
	Brody Sardina	Student
	Kai Allen	Student
	Nick Schuster	Student

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

PUBLIC COMMENT

Frank Kline – Consideration of Chapter 490-25 “Outdoor parking and storage of motor vehicles”

Frank Kline is a resident of Tuna Street in the village. He received notice from the Zoning Enforcement Officer that he must license or remove a vehicle parked on his property, but the vehicle is a racecar which he races in Perry. In a town with a racetrack, he feels it is counterproductive not to allow race cars. Mr. Kline has plans to build a garage once he owns the home and plans to apply for a building permit. He requests an extension beyond 1/31/2025. Mayor Hauser referred the matter to the zoning committee for consideration.

Carol Weber – Castile Silver & Gold Club

Carol Weber is the President of the Castile Silver & Gold Club which always welcomes paid members over the age of 55. She explained that if a member would like a discount on a (bus) trip that they must be sponsored by the village where they reside. If sponsored, the member would receive a \$30 discount per trip. Mayor Hauser questioned the club’s status as a 501c but Ms. Weber has not found anything in the bylaws stating such and there is no official financial reporting. Mayor Hauser referred the donation request to the Recreation and Resources Committee.

PRESENTATIONS & BOARD ACTIONS

MINUTES

Trustee Lapiana made a motion to approve the minutes from the last regular meeting on January 6, 2025 which was seconded by Trustee Muolo and carried unanimously.

RESOLUTION APPOINTING PART-TIME POLICE OFFICER, ZACHARY TUCKER

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

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

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the hiring of Mr. Zachary Tucker as a part-time Police Officer with a starting hourly rate of \$24.62 pending Wyoming County Civil Service approval and satisfactory background checks.

Trustee Lapiana made a motion to appoint part-time police officer, Zachary Tucker at a rate of \$24.62 per hour which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION APPOINTING PART-TIME POLICE OFFICER, CAMERON PETRIE

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

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

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the hiring of Mr. Cameron Petrie as a part-time Police Officer with a starting hourly rate of \$24.62 pending Wyoming County Civil Service approval and satisfactory background checks.

Trustee Lapiana made a motion to appoint part-time police officer, Cameron Petrie at a rate of \$24.62 per hour which was seconded by Trustee Kwiecien and carried with all voting aye.

RESOLUTION APPROVING REQUEST FROM THE PERRY CHALK ART FESTIVAL

WHEREAS, the Village has received a request from the Perry Chalk Art Festival Committee for their festival including a donation of \$1,600, a one-day insurance waiver for non-food vendors, permission to close portions of certain streets, and assistance from a member of the DPW on the day of the event; and

WHEREAS, the Chief of Police is recommending requiring the presence of two police officers during the event to control traffic and ensure safety; and

WHEREAS, the Perry Chalk Art Festival will be required to obtain insurance certificates from food vendors located on Village property, list the Village of Perry as an additional insured, and to provide a copy of the certificate to the Village Office prior to the event; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves a donation of \$1,600 and the additional requests outlined in the letter from the Perry Chalk Art Festival Committee and will require the presence of two police officers; and

BE IT RESOLVED, the Village of Perry Board hereby approves the donation of eight staff hours with the remainder to be billed to the Perry Chalk Art Festival; and

BE IT RESOLVED, the Village of Perry Board approves a donation of \$1,600 and directs the Village Clerk to submit a voucher for payment.

Trustee Lapiana made a motion to approve the request from the Perry Chalk Art Festival which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION AUTHORIZING SUBMISSION OF LETTER OF INTENT FOR THE LIVINGSTON/WYOMING WATER LOSS CONTROL PILOT PROGRAM

WHEREAS, the Livingston County Water and Sewer Authority and Wyoming County Resource Agency are interested in developing a pilot program for small water utilities to learn how to improve water efficiency and control water loss; and

WHEREAS, the program would provide technical assistance to implement best-management practices for water loss, conduct a regional Water Loss Summit, fund a Water Resource Sustainability Analyst position, and fund leak detection equipment; and

WHEREAS, the grant is 90% state funded and 10% locally funded (Livingston County Water and Sewer Authority has offered to fund the entire 10% local match); and

WHEREAS, the Public Works Committee has reviewed and is recommending submitting a letter of intent for the grant application; and

BE IT RESOLVED, the Village of Perry Board authorizes the Village Administrator to submit a Letter of Intent to participate in the program.

Trustee Lapiana made a motion to authorize submitting the letter of intent for the Livingston/Wyoming Water Loss Pilot Program. This motion was seconded by Trustee Kwiecien and carried unanimously.

CLERK/DEPUTY TREASURER REPORT

Clerk Report 1/21/2025

VILLAGE OF PERRY

Abstract # 016 Summary by Fund

01/17/2025
14:50:08

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	3,926.07	98,201.61	102,127.68
F	WATER FUND	354.95	22,259.43	22,614.38
G	SEWER FUND	700.13	25,799.31	26,499.44
JA	SILVER LAKE WATERSHED COMMISSI		37.99	37.99
TA	TRUST & AGENCY		1,538.00	1,538.00
Total:		4,981.15	147,836.34	152,817.49

Vouchers were audited by Trustee Muolo. Trustee Bouchard made a motion to approve payment of abstract #16, vouchers #177-1264, in the amount of \$152,817.49 which was seconded by Trustee Lapiana and carried with all voting aye.

DEPARTMENT/COMMITTEE REPORTS

The following reports were reviewed: December revenue and expense reports, NYCLASS statement, Department of Public Works, Water Department, Sewer Department, Police Department, and Property Maintenance.

Trustee Muolo said that the DPW Committee discussed a water leak detection system that would involve placing meters at the end of each street. The meters would run between 2:00 and 3:00 am, when usage is normally low, to help detect leaks if the usage at that time was unusually high.

Also discussed in DPW Committee was the paving of Watkins Ave. The binder that was used was not good so the company contracted for paving is working on getting a replacement mix. The road will need to be repaved but there will not be a cost to the village.

TRUSTEE REPORTS

Trustee Bouchard attended the Tree Board Meeting. They are targeting June 14th at 3:00 pm for the annual Arbor Day celebration.

Letchworth Community Access also met. Trustee Bouchard informed the Board that the partners of LCA discussed disbanding based on not enough benefit for the money that is tied

up. The treasurer was asked to look at the contributions that have been made by the Town of Perry and the Village of Perry to get an idea on how the money would be split up. There is no longer a need for a physical space or large scale equipment, but there is a lack of availability, time, and drive. There was talk of supporting other partnerships like PMSA. Mayor Hauser believes this is an opportunity to rethink the approach of LCA.

The Fire Committee discussed budget details. The 111th Fireman's Convention will be in Perry this year during June 19th-22nd. A parade will take place on June 21st. The Board can expect a request for the Village Park and road closure.

Trustee Kwiecien, as part of the Zoning Committee, said that many letters need to go out.

Trustee Lapiana will be attending the Office Committee meeting tomorrow.

Trustee Muolo met with Brady Ferguson with Paint Your Community Green. There are monthly meetings on the 3rd Friday of every month for communities to share their ideas for "going green."

EXECUTIVE SESSION

Mayor Hauser made a motion to enter executive session at 8:28 pm to discuss employment history which was seconded by Trustee Lapiana and carried with all voting aye.

At 9:06 pm, Mayor Hauser made a motion to exit the executive session which was seconded by Trustee Muolo and carried.

Also at 9:06 pm, Trustee Lapiana made a motion to adjourn the meeting which was seconded by Trustee Muolo and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



**RESOLUTION ACKNOWLEDGING EXAMINATION OF COURT RECORDS FOR THE FISCAL YEAR ENDING
MAY 31, 2024**

WHEREAS, the Village of Perry Board of Trustees has hired Allied Financial Partners to conduct an audit for the fiscal year ending May 31, 2024, of the Justice Court of the Village of Perry; and

WHEREAS, Allied Financial Partners has provided their findings of the Justice Courts procedures for the Village of Perry Board of Trustees review; and

NOW, THEREFORE BE IT RESOLVED, the Village Board of the Village of Perry in compliance with New York State Law, Unified Justice Court Act Section 2019-a accepts Allied Financial Partners review of the court records; and

BE IT FURTHER RESOLVED, the Perry Village Board directs the Village Administrator to provide a copy of the resolution and report to the State of New York Unified Court System.

**Village of Perry, New York
Justice Court**

**Independent Accountant's Report
On Applying Agreed-Upon Procedures
May 31, 2024**

Village of Perry, New York
Justice Court

TABLE OF CONTENTS

	<u>PAGE</u>
Independent Accountant's Report On Applying Agrred-Upon Procedures	1 - 4
Schedule of Fines Collected	5
Appendix 10 - Annual Checklist for Review of Justice Court Records - Justice Kelsey	6 - 9
Appendix 10 - Annual Checklist for Review of Justice Court Records - Justice Wolcott	10 - 13



INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Honorable Village Board of the
Village of Perry, New York:

We have performed the procedures enumerated below on the Village of Perry, New York's Justice Court records for the period June 1, 2023 to May 31, 2024. The Village of Perry, New York's management is responsible for the Village Justice Court records.

The Village of Perry, New York (the Village) has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of determining the Village Justice Court's compliance with the agreed-upon procedures. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

Justice Court Records – Justice Kelsey

Procedure #1

Review the Justice Court records for cash receipts, cash disbursements, and bank reconciliations.

Findings

No exceptions noted.

Procedure #2

Complete the attached Appendix 10 – Annual Checklist for Review of Justice Court Records, checklist.

Findings

See completed and attached Appendix 10 – Annual Checklist for Review of Justice Court Records, checklist.

Procedure #3

Review and reconcile reports sent to village and state agency.

Findings

No exceptions found.

Procedures #4-11

Verify all record keeping requirements promulgated by the Office of Court Administration are adhered to. Requirements and independent accountant's findings are as follows:

Procedure #4

Maintain individual case files containing all papers and other documents pertaining to each case.

Findings

No exceptions noted.

BUFFALO
501 John James Audubon
Suite 390
Amherst, NY 14228
P: (716) 694-0336

COOPERSTOWN
55-57 Grove Street
Cooperstown, NY 13326
P: (607) 282-4161

ONEONTA
189 Main Street, Suite 302
Oneonta, NY 13820
P: (607) 432-3462

PERRY
199 S. Main Street, PO Box 1
Perry, NY 14530
P: (585) 237-3887

ROCHESTER
90 Linden Oaks, Suite 100
Rochester, NY 14625
P: (585) 410-6733

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES (Continued)

Justice Court Records – Justice Kelsey (Continued)

Procedure #5

Maintain an index of all cases.

Findings

No exceptions noted.

Procedure #6

Maintain a cashbook, which chronologically itemizes all receipts and disbursements.

Findings

No exceptions noted.

Procedure #7

Maintain official bank accounts in accordance with 22NYCRR §214.9.

Findings

No exceptions noted.

Procedure #8

Issue acceptable receipt forms for all moneys collected.

Findings

No exceptions noted.

Procedure #9

Deposit all moneys received to official bank accounts within 72 hours of collection.

Findings

About 27% of all cash deposits were not made timely. No other exceptions noted.

Procedure #10

Make all disbursements by check signed by the Justice except for acceptable petty cash transactions.

Findings

No exceptions noted

Procedure #11

Submit monthly reports and remittance to the Justice Court Fund within 10 days after end of month collected in accordance with the State Finance Law §99-a.

Findings

No exceptions noted

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES (Continued)

Justice Court Records – Justice Wolcott

Procedure #1

Review the Justice Court records for cash receipts, cash disbursements, and bank reconciliations.

Findings

No exceptions noted.

Procedure #2

Complete the attached Appendix 10 – Annual Checklist for Review of Justice Court Records, checklist.

Findings

See completed and attached Appendix 10 – Annual Checklist for Review of Justice Court Records, checklist.

Procedure #3

Review and reconcile reports sent to village and state agency.

Findings

No exceptions noted.

Procedures #4-11

Verify all record keeping requirements promulgated by the Office of Court Administration are adhered to. Requirements and independent accountant's findings are as follows:

Procedure #4

Maintain individual case files containing all papers and other documents pertaining to each case.

Findings

No exceptions noted.

Procedure #5

Maintain an index of all cases.

Findings

No exceptions noted.

Procedure #6

Maintain a cashbook, which chronologically itemizes all receipts and disbursements.

Findings

No exceptions noted.

Procedure #7

Maintain official bank accounts in accordance with 22NYCRR §214.9.

Findings

No exceptions noted.

Procedure #8

Issue acceptable receipt forms for all moneys collected.

Findings

No exceptions noted

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES (Continued)

Justice Court Records – Justice Wolcott (Continued)

Procedure #9

Deposit all moneys received to official bank accounts within 72 hours of collection.

Findings

About 4% of all cash deposits were not made timely. No other exceptions noted.

Procedure #10

Make all disbursements by check signed by the Justice except for acceptable petty cash transactions.

Findings

No exceptions noted.

Procedure #11

Submit monthly reports and remittance to the Justice Court Fund within 10 days after end of month collected in accordance with the State Finance Law §99-a.

Findings

No exceptions noted.

We were engaged by the Village of Perry, New York to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We are not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the Village Justice Court records. Accordingly, we do not express an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Village of Perry, New York and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Village of Perry, New York, the Village Board, the New York State Office of the State Comptroller, and the Justice Court and is not intended to be, and should not be, used by anyone other than those specified parties.

Rochester, NY
January 16, 2024

VILLAGE OF PERRY, NEW YORK
JUSTICE COURT
SCHEDULE OF FINES COLLECTED
FOR THE YEAR ENDED MAY 31, 2024

TOTAL FINES COLLECTED

<u>Month</u>	<u>Justice Kesley</u>	<u>Justice Wolcott</u>	<u>Total</u>	<u>Village's Share</u>
June	\$ 12,896	\$ 1,760	\$ 14,656	\$ 8,769
July	13,222	4,377	17,599	9,698
August	12,263	5,907	18,170	12,043
September	15,677	2,650	18,327	11,790
October	12,153	6,752	18,905	12,727
November	16,341	4,603	20,944	14,163
December	9,844	1,690	11,534	7,145
January	12,756	4,115	16,871	11,673
February	11,855	5,850	17,705	11,751
March	16,685	4,248	20,933	11,702
April	11,400	4,271	15,671	12,066
May	15,481	1,050	16,531	10,118
	<u>\$ 160,573</u>	<u>\$ 47,273</u>	<u>\$ 207,846</u>	<u>\$ 133,643</u>

See Independent Accountant's Report
On Agreed-Upon Procedures

Appendix 10 – Annual Checklist for Review of Justice Court Records

Name of Municipality:

Village of Perry, New York

Month Reviewed:

June 2023

Through

May 2024

Name of Justice:

Hon. Tammy Kelsey

Review Performed By:

Allied ACPAs, PC

Date

1/16/24

Annual Checklist for Review of Justice Court Records

Yes No

Cash Receipts Book

- ▶ Are pre-numbered receipt forms issued for all collections? ☒ ☐
- ▶ Are duplicate receipts kept for court records? ☒ ☐
- ▶ Are receipts recorded up-to-date? ☒ ☐
- Last recorded receipt:*
 # 1017 Date 5/30/24 Amount \$143
- ▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection? ☒ ☐
- ▶ Are deposits identified? ☒ ☐
- ▶ Are duplicate deposit slips kept for court records? ☒ ☐
- ▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)? ☐ ☒
- ▶ Are deposits recorded up-to-date? ☒ ☐
- Last recorded deposit:*
 Date 5/30/24 Amount \$1,511
- ▶ Is the receipt book totaled and summarized at the end of each month? ☒ ☐
- Last Month Totaled and Summarized* May 2024

Cash Disbursements Book

- ▶ Are pre-numbered checks used for all disbursements other than petty cash? ☒ ☐
- ▶ Are all checks signed by the Justice? ☒ ☐
- ▶ Are canceled checks (or check images) returned with bank statements and kept for court records? ☒ ☐
- ▶ Are checks recorded up-to-date? ☒ ☐
- Last recorded check:*
 # 1048 Date 5/2/24 Amount \$11,400

Bank Reconciliations

- ▶ Are bank accounts reconciled promptly after bank statements are received? ☒ ☐
- Last Bank Reconciliation for Each Bank Account:*
 Date Performed June 2024 Month Ending May 2024

Additional Supporting Records

- ▶ Is a list of bail maintained? ☒ ☐
- ▶ Is a record of uncollected installment payments maintained? ☐ ☐ N/A

Annual Checklist for Review of Justice Court Records

	Yes	No
<u>Dockets and Case Files</u>		
▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?	☒	☐
▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.	☒	☐
▶ Do dockets for disposed cases appear to be complete?	☒	☐
▶ Do dockets for disposed cases agree with amounts reported?	☒	☐

Cash Book Reconciliation

- | | | |
|---|-------------------------------------|--------------------------|
| ▶ Is the cash book reconciled to the adjusted bank balances at the end of each month? | ☒ | ☐ |
| ▶ Does the cash book total agree with the bank reconciliation and supporting information? | ☒ | ☐ |

Last Cash Reconciliation:

Date Performed June 2024 Month Ending May 2024

Reports to the Division of Criminal Justice Services

- | | | |
|---|-------------------------------------|-------------------------------------|
| ▶ Are reports made timely to the Division of Criminal Justice Services? | ☒ | ☐ |
| ▶ Has the court received any notices regarding late reporting? | ☐ | ☒ |
| If yes, why were the reports late and what corrective actions were taken? _____ | | |
| _____ | | |

Reports to the Justice Court Fund

- | | | |
|--|-------------------------------------|-------------------------------------|
| ▶ Are reports made timely to the Justice Court Fund? | ☒ | ☐ |
| ▶ Do reported amounts agree with docket dispositions and case files? | ☒ | ☐ |
| ▶ Do reported amounts agree with cash receipt and disbursement books? | ☒ | ☐ |
| Last report submitted: Month Ending <u>May</u> Date <u>6/4/24</u> Amount <u>\$15,481</u> | | |
| ▶ Has the court received any notices regarding late reporting? | ☐ | ☒ |
| If yes, why were the reports late and what corrective actions were taken? _____ | | |
| _____ | | |

Annual Checklist for Review of Justice Court Records

Yes No

Reporting to the Department of Motor Vehicles - TSLED Program

- Has the court received any notices regarding pending cases?
If yes, why were the cases pending and what corrective actions were taken, if any _____

☐ ☒

Note: Cases over 60 days are eligible to be Scofflawed. TSLED sends a monthly listing of pending cases to the Court. The court should respond either manually or electronically to TSLED with the outcome of these pending cases.

- Are reports from TSLED to the court maintained and utilized?
Last TSLED Report Available: Date 8/6/24

☒ ☐

Note: Courts can access reports on-line from TSLED at any time.

- How many cases are shown as pending in the last TSLED report? N/A
- Is the number of pending cases reasonable? ☐
 - How many cases are shown as pending for more than 90 days? ☐
 - What actions have been taken to dispose of these cases? _____

☐ ☐

Overall Evaluation

See Independent Accountant's Report on Applying Agreed-Upon Procedures

Appendix 10 – Annual Checklist for Review of Justice Court Records

Name of Municipality:

Village of Perry, New York

Month Reviewed:

June 2023

Through

May 2024

Name of Justice:

Hon. Joshua Wolcott

Review Performed By:

Allied ACPAs, PC

Date

1/16/25

Annual Checklist for Review of Justice Court Records

Yes No

Cash Receipts Book

- ▶ Are pre-numbered receipt forms issued for all collections? ☒ ☐
- ▶ Are duplicate receipts kept for court records? ☒ ☐
- ▶ Are receipts recorded up-to-date? ☒ ☐
- Last recorded receipt:*
 # JMW00227 Date 05/16/2024 Amount \$1,050.00
- ▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection? ☒ ☐
- ▶ Are deposits identified? ☒ ☐
- ▶ Are duplicate deposit slips kept for court records? ☒ ☐
- ▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)? ☐ ☒
- ▶ Are deposits recorded up-to-date? ☒ ☐
- Last recorded deposit:*
 Date 5/16/24 Amount \$1,050.00
- ▶ Is the receipt book totaled and summarized at the end of each month? ☒ ☐
- Last Month Totaled and Summarized* May 2024

Cash Disbursements Book

- ▶ Are pre-numbered checks used for all disbursements other than petty cash? ☒ ☐
- ▶ Are all checks signed by the Justice? ☒ ☐
- ▶ Are canceled checks (or check images) returned with bank statements and kept for court records? ☒ ☐
- ▶ Are checks recorded up-to-date? ☒ ☐
- Last recorded check:*
 # 513 Date 5/1/24 Amount \$4,271

Bank Reconciliations

- ▶ Are bank accounts reconciled promptly after bank statements are received? ☒ ☐
- Last Bank Reconciliation for Each Bank Account:*
 Date Performed June 2024 Month Ending May 2024

Additional Supporting Records

- ▶ Is a list of bail maintained? ☒ ☐
- ▶ Is a record of uncollected installment payments maintained? ☐ ☐ N/A

Annual Checklist for Review of Justice Court Records

	Yes	No
<u>Dockets and Case Files</u>		
▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?	☒	☐
▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.	☒	☐
▶ Do dockets for disposed cases appear to be complete?	☒	☐
▶ Do dockets for disposed cases agree with amounts reported?	☒	☐

Cash Book Reconciliation

▶ Is the cash book reconciled to the adjusted bank balances at the end of each month?	☒	☐
▶ Does the cash book total agree with the bank reconciliation and supporting information?	☒	☐

Last Cash Reconciliation:

Date Performed June 2024 Month Ending May 2024

Reports to the Division of Criminal Justice Services

▶ Are reports made timely to the Division of Criminal Justice Services?	☒	☐
▶ Has the court received any notices regarding late reporting?	☐	☒
If yes, why were the reports late and what corrective actions were taken? _____		

Reports to the Justice Court Fund

▶ Are reports made timely to the Justice Court Fund?	☒	☐
▶ Do reported amounts agree with docket dispositions and case files?	☒	☐
▶ Do reported amounts agree with cash receipt and disbursement books?	☒	☐
Last report submitted: Month Ending <u>May</u> Date <u>6/4/24</u> Amount <u>\$1,050</u>		
▶ Has the court received any notices regarding late reporting?	☐	☒
If yes, why were the reports late and what corrective actions were taken? _____		

Annual Checklist for Review of Justice Court Records

Yes No

Reporting to the Department of Motor Vehicles - TSLED Program

- Has the court received any notices regarding pending cases?
If yes, why were the cases pending and what corrective actions were taken, if any _____

☐ ☒

Note: Cases over 60 days are eligible to be Scofflawed. TSLED sends a monthly listing of pending cases to the Court. The court should respond either manually or electronically to TSLED with the outcome of these pending cases.

- Are reports from TSLED to the court maintained and utilized?
Last TSLED Report Available: Date 8/26/24

☒ ☐

Note: Courts can access reports on-line from TSLED at any time.

- How many cases are shown as pending in the last TSLED report? N/A
- Is the number of pending cases reasonable? ☐
 - How many cases are shown as pending for more than 90 days? ☐
 - What actions have been taken to dispose of these cases? _____

Overall Evaluation

See Independent Accountant's Report on Applying Agreed-Upon Procedures



RESOLUTION AUTHORIZING BUDGET TRANSFERS 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:	A1320.4 (Audit – Contractual)	\$350.00	
Decrease:	A1325.4 (Treasurer – Contractual)		\$350.00
Increase:	A1670.4 (Central Print & Mail – Contractual)	\$1,531.80	
Decrease:	A1345.4 (Office Supplies – Contractual)		\$1,531.80

Sewer Fund:

Increase:	G1440.4 (Engineer – Contractual)	\$5,000.00	
Increase:	G8130.4 (Sewage Treatment Disp – Contractual)	\$25,000.00	
Decrease:	G1990.4 (Contingency)		\$30,000.00

WHEREAS, the Village Administrator is proposing the following Budget Amendment to appropriately record revenues for the 2024-2025 fiscal year:

Debit:	A3501 (CHIPS – Streets)	\$2,050.00	
Credit:	A5112.2 (Perm Improvements – Streets)		\$2,050.00
Debit:	A2680 (Insurance Recoveries)	\$32,715.00	
Credit:	A3120.2 (Police – Equipment)		\$32,715.00

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

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



**RESOLUTION APPROVING SUBMISSION OF COMMUNITY ARTS GRANT APPLICATION BY PERRY
COMMUNITY BAND**

WHEREAS, the Perry Community Band would like to apply for a Community Arts Grant through the Arts Council for Wyoming County; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the submission of the Community Arts Grant application and authorizes the Mayor to sign the application.



Community Arts Grant Application 2025

This project is made possible with funds from the Statewide Community Re-grants Program, a regrant program of NYSCA with the support of the Office of the Governor and the New York State Legislature and administered by the Arts Council for Wyoming County.

Community Arts Grants provide support to community-based organizations, groups, collectives or artists for arts and cultural projects. This program enables emerging artists and organizations to grow professionally and to enhance the cultural climate in communities and neighborhoods where they live and work. Community Arts Grants can fund but are not limited to: exhibitions, performances, concerts (all disciplines), festivals, demonstrations and workshops, screenings or readings.

This is a competitive process. All applications are extensively evaluated according to the criteria and priorities. Through Connecting Communities Arts Grants, the Arts Council for Wyoming County, NYSCA and the NYS Legislature hope to expand, enhance and increase arts and cultural programs in our community.

APPLICATION DEADLINE February 5th, 2025, 4 PM

- **Deadline for Review of applications, December 1, 2024, 4pm.**
- **2025 Final Reports are due no later than 30 days after the completion of the project. All reports must be submitted by January 31, 2026.**
- **Submit your application and the accompanying materials to by the deadline to:**

BY MAIL:

**ACWC Grants Coordinator
Arts Council for Wyoming County
PO Box 249
Perry, NY 14530**

IN PERSON AT ACWC, 31 South Main, Perry.

OR EMAIL grants@artwyco.org. If sending large files, contact Grants Coordinator for further instructions.

Application Checklist – Required Application Materials:

	Attend an application seminar or set up an appointment for a meeting with the ACWC Grants Coordinator. Date of attendance or contact:
	Completed application form, narrative, budget and timeline. Be sure to sign (get sponsor signatures if applicable).
	Updated resume/CV and artist(s) statement(s) or other descriptive text of creative work for applicant teaching artist. If a group, this includes each member. If a non-profit arts organization, include cooperative work.
	Samples/images/videos of previous work that supports the proposed project. (Email grants@artwyco.org with files or links to websites, shared drives or other online sources for all content. (Physical examples of work must be delivered to ACWC.)
	For Pre-K-12 In-School or After-School Projects (A) : Letter of Commitment from the partner school to the arts organization or teaching artist. <i>Refer to guidelines.</i>
	For Community Based Learning (B) : Letter of Commitment which details the partner's support of the project and anticipated roles and responsibilities for each partner involved. <i>Refer to guidelines.</i>
	For applications submitted with a Fiscal Sponsor : Letter of Agreement from the sponsor that clearly outlines the administration of the grant and defines mutual responsibilities.
	Letter of endorsement or cooperation from proposed site or other relevant entities with interest or involvement in project.
	For applicant artist or lead artist : proof of Wyoming or Allegany County Residency. Type of Proof attached: (NOTE: <i>all documents must contain the individual's name and address and must be dated no earlier than two years prior to an application</i>):
	Telephone Bill
	Utility Bill
	Credit Card Statement (first page only; social security and financial information should be blocked)
	Current lease or mortgage agreement listing the artist's name and address
	NYS Driver's License or ID card
	Voter registration card
	Other requirements from Organizational applicants:
	Board of Directors roster (names and addresses)
	Financial statement of the last completed fiscal year
	Proof of non-profit status – <i>refer to guidelines</i>
	WORKPLAN AND RUBRIC including lesson plans, evaluation plan, and participant evaluation forms.

APPLICATION - SECTION 1: PROJECT INFORMATION

Please refer to program guidelines for specific, detailed instructions. Use no larger than 12 pt type. ALL INFORMATION IS REQUIRED.

Project Title:							
Applicant:							
Media/Artform							
Type of Applicant:		Artist		Artist Group		Non-Profit Arts Organization	
Do you have a fiscal sponsor?						Yes	No
If yes, specify fiscal sponsor:							
County:		Allegany County			Wyoming County		
Employee Identification Number (EIN) (For non-profits or fiscal sponsors)							
Proposed site of project:							
Address of proposed site of project:							
City:				NY	Zip:		
Contact Person #1: <i>Artist, Lead Artist, or Director/Project Lead</i>							
Email:				Phone:			
Contact Person #2							
Email:				Phone:			
Community-Based Partner: (leave blank if there is no partner)							
Dates (s) / Time(s) of project:							
How many events will take place as part of this project?							
How many artists will participate in the project? (For groups, such as bands, count each artist; for non-profits or cooperative artists applying, include total number of artists involved in project)							
Target Audience:							
Anticipated number served TOTAL:							
Anticipated percentage served per category:							
Children:		Teens:		Adults:		Seniors:	
						Special Needs:	
What accommodations are in place for people with disabilities? (200 characters max):							
Political Districts:							
NYS Assembly:			NYS Senate:			US Congress:	
Have you ever applied to NYSCA?					Year Applied?		
BELOW: FOR NON-PROFIT APPLICANTS OR FISCAL SPONSORS:							

Non-Profit Applicants – Fiscal Year Runs:		From:	To:
Year Organization was formed/incorporated:			
Please share below your mission statement or briefly describe the purpose and activities of your organization (limit 500 characters)			
For Organizational Applicants or Sponsoring Organizations – Non-Profit Status: <i>Check one that applies and submit a copy of the document proof with this application.</i>			
	US Internal Revenue Service 501(c)(3)		
	NYS Charities Registration (Article 7A)		
	Unit of Local Government		
	NYS Federally Recognized Tribal Nation		
	NYS Not-For-Profit Corporation (Charter from Board of Regents S.216)		
	Certificate of Incorporation under S.402 of the NYS Not-For-Profit Law		

SECTION 2: PROJECT NARRATIVE:

Your proposal will be evaluated based on this narrative, so be as thorough as possible. Please answer the following questions ***within this document***. Insert responses below corresponding questions. If a separate document is needed, please include the numbered questions with each response. **Please follow character limits indicated for Section 2 responses.**

Question 1: What is your project? What are you seeking grant funds to do? (1000 characters)

Question 2: Discuss the artists you have chosen for this project; how many artists will you work with? What makes those artists the “right fit” for your project? (1000 characters)

Question 3: Other than artists, how many people will be directly and actively involved with carrying out the project or event? What are their roles? (500 characters)

Question 4: How do you plan to market this project? (For example: advertising, press releases, website, flyers, email, outreach, etc.; list publications.) (500 characters)

Question 5: Discuss the choices your organization has made related to date(s), time(s), location(s), or other details. (500 characters)

Question 6: How will you evaluate the success of your project? (500 characters)

Question 7 – *Timeline*: Outline below a timeline for completion milestones throughout the proposed project (for example: all interviews will be completed by May 31; all photos will be printed by October 15; 5 of 15 poems will be completed by April 10). (1000 characters)

Question 8 – *FOR REPEAT PROJECTS ONLY*: Describe any changes you will make in your project this year, and the ways these changes will improve the project. (500 characters)

SECTION 3: BUDGET NARRATIVE:

This section replaces a separate budget form and budget notes. Please respond to the following budget related questions and provide the budgeted amounts for each. Refer to the Budget section of the Community Arts Grants Guidelines & Instructions for details concerning eligible/ineligible expenses and amount limits, etc. DO NOT INCLUDE IN-KIND FIGURES; complete the separate in-kind section to include estimated donations of time and materials.

BUDGET TABLE

USE THIS TABLE TO RECORD TOTAL BUDGET EXPENSES, INCOME AND GRANT REQUEST

STEP 1: Complete the Expenses section, below, and enter total of all "Budget" Items A through I.	TOTAL:	\$
STEP 2: Complete the Income section of your budget, below. DO NOT INCLUDE COMMUNITY ARTS GRANTS FUNDS AS INCOME.	TOTAL:	\$
STEP 3: Subtract above Income total from Expenses total. ***THIS IS YOUR GRANT REQUEST***	GRANT REQUEST	\$
STEP 4: Complete " Grant Request " sections of Expenses Items A. through I., below, by indicating the amount of GRANT REQUEST you plan to use for each expense.		

ADDITIONAL INSTRUCTIONS: Complete both Expenses and Income sections FIRST. Once GRANT REQUEST is determined (above table, STEP 3), complete STEP 4 of BUDGET TABLE.
NOTE: total of all "Grant Request" figures must equal GRANT REQUEST in BUDGET TABLE, above. GRANT REQUESTS MAY RANGE FROM \$1000 TO \$5000.

EXPENSES

Items A through I: Include Budget for each & describe in spaces provided.

Item A: Administrative Personnel: Describe the budgeted amount for staff the project: positions, estimated hours and rates. (300 characters)

Budget \$		Grant Request \$	

Item B: NON Personnel: Artist Fees. Add totals for artists/artist groups or art organizations your will hire for your project to determine budget (this includes fees for artist applicant(s). **DO NOT INCLUDE ARTIST'S SUPPLIES COST IN THIS CATEGORY.** Included supplies fees must be detailed separately in SUPPLIES category (Item E). (300 characters)

Budget \$		Grant Request \$	

Item C: NON Personnel: Technical/Artistic. List any technical/artistic personnel for this project (such as lighting, directors, choreographers, framers, videographers, etc.), rates & totals for each and add to determine budget. (300 characters)

Budget \$		Grant Request \$	

Item D: NON Personnel: Other. Please detail any other paid contractors, such as ushers, concession workers, janitors, graphic designers; their rates and totals for each, and total. (300 characters)

Budget \$		Grant Request \$	

Item E: Consumable Supplies / Materials; Equipment Rental*. GRANT REQUEST MAX: \$1000
Please describe the supplies and materials that you will need to purchase to carry out the project, and how they will be used. Detail quantities needed, cost for each and totals. Include any amount to rent equipment to be used for the project. (300 characters)

***PLEASE NOTE: EQUIPMENT PURCHASE IS NO LONGER PERMITTED AS A PROJECT EXPENSE.**

Budget \$		Grant Request \$	
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Item F: Travel / Transportation. What transportation needs **within your county** will be paid for to carry out this project? Please break down the costs associated with this need. (300 characters)

Budget \$		Grant Request \$	

Item G: Marketing / Advertising / Promotion. Describe costs for advertising the project. Include paid social media ads, print ads, posters, etc. (You will use the separate in-kind section, below, to estimate values of free social media promotions, press, etc.). (300 characters)

Budget \$		Grant Request \$	

Item H: Remaining Operating Expenses. Detail any other operating expenses related to the project, such as software subscriptions, insurance, etc. How is each needed for the project? (300 characters)

Budget \$		Grant Request \$	

Item I: Other Expenses. Describe any expenses you will have that do not fit into any other category & the need for them. (300 characters)

Budget \$		Grant Request \$	
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TOTAL EXPENSES

Add all "Budget" expense figures. Use this figure to complete BUDGET TABLE at top of SECTION 3 (STEP 1) . \$

INCOME

Items J through U: Include Budget for each & describe in spaces provided (Parts 1 & 2). Enter the total income in **BUDGET TABLE**, above (STEP 2). Character limits apply.

PART 1: EARNED INCOME:

Item J: Admissions. How many are expected to attend? What is the ticket/admission or requested donation amounts? Total should reflect this. (300 characters)

Budget	\$

Item K: Membership Dues. What portion of membership funds will be dedicated to this project? (300 characters)

Budget	\$

Item L: Tuition / Workshop Fees. What fee will each person pay to attend classes, workshops, lectures, etc., and how many are expected to attend? Will there be a separate fee for supplies? Please describe in detail below. (300 characters)

Budget	\$

Item M: Ad Revenue. Will you collect funds to advertise in a program or in some other way? How much will you collect for each and how many total ads do you expect to have? Total should reflect this. (300 characters)

Budget	\$

Item N: Sales / Concessions. Will you sell food, drinks, and/or any retail items? Please describe. (300 characters)

Budget	\$

Item O: Earned Income: Other. Please describe any earned income that does not fit clearly into any other category.

Budget	\$

SUBTOTAL, PART 1: Earned Income. Add Budget INCOME \$ <i>figures J. through O.</i>
--

PART 2: CONTRIBUTED INCOME

Item P: Donations. Will any donations be collected dedicated to this project? Describe. (300 characters)

Budget	\$

Item Q: Sponsorships. Will you collect sponsorships from any businesses or organizations toward this project? If possible, list these and how much each will contribute.

Budget	\$

Item R: Grants. Describe any grant sources and total funds for each? Are these funds restricted to specific expenses? What are those expenses? **(Please do not include anticipated Community Arts Grants funds in this total.)**

Budget	\$

Item S: Fundraising. What fundraising is planned and how much do you expect to earn from it? (300 characters)

Budget	\$

Item T: Organizational Contribution. Has your organization budgeted any funds to pay for any part of this project? How much and what expense will it cover? (300 characters)

Budget	\$
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Item U: Contributed Income: Other. Contributed income that does not fit clearly into any other category. (300 characters)

Budget	\$

SUBTOTAL, PART 2: Contributed Income. Add Budget \$

INCOME figures P. through U.

TOTAL INCOME

Add **SUBTOTALS** of both Earned (PART 1) and Contributed (PART 2) Income. Use this figure to complete **BUDGET TABLE** at top of **SECTION 3 (STEP 3)**. \$

IN KIND CONTRIBUTIONS

What is being donated / contributed? Include quantities	\$ Value / Unit Estimated value of each unit (such as per hour, per piece,	Total Value of contribution
TOTAL IN KIND		\$

Applicant's Signature and Date:

I certify that all statements made in this application are true to the best of my knowledge. I have read the guidelines of the ACWC Community Arts Grant Program and certify that this application complies with and is made subject to said guidelines. I certify that I reside in Allegany or Wyoming County and have done so for at least six months prior to the application deadline. I certify that I am at least 18 years of age, and that I am not enrolled as a full-time undergraduate student. I acknowledge that the Arts Council for Wyoming County is not liable for damage or loss of materials submitted.

Name (print): _____

Signature: _____

Date: _____

Sponsoring Agency Representative, if applicable (*person legally eligible to obligate the not-for-profit organization*)

Name (print): _____

Signature: _____

Date: _____



RESOLUTION APPOINTING ELECTION INSPECTORS FOR THE MARCH VILLAGE ELECTION

WHEREAS, per Election Law 15-116(1), the Village Board of Trustees is responsible for appointing election inspectors for the March 18, 2025 Village election; and

WHEREAS, the Village Clerk has reached out to two election inspectors, Kay Hough and Grace Bogle, who are available and interested in serving as the inspectors; and

WHEREAS, Kay Hough and Grace Bogle are trained and certified as election inspectors by the Wyoming County Board of Elections; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby appoints Kay Hough and Grace Bogle as the election inspectors for the March 18, 2025 Village election and approves the inspectors to be paid at a rate of \$150.00 per day.



RESOLUTION APPROVING PERRY FIRE DEPARTMENT REQUEST

WHEREAS, the Public Safety Committee has reviewed the request from the Perry Fire Department regarding the 111th Wyoming County Fire Association Convention to be held in Perry from June 19th – June 22nd; and

WHEREAS, the Perry Fire Department is requesting road closures for a parade on Saturday, June 21, 2025 beginning at 6:00pm and support from the Perry Police Department and Department of Public Works; and

WHEREAS, the Perry Fire Department is requesting the Village Park loop be used for parking for the event that is taking place following the parade at their property; and

WHEREAS, the Perry Fire Department is requesting use of the North Pavilion on Sunday, June 22, 2025 for their Water Ball Convention; and

WHEREAS, the Perry Fire Department will coordinate with appropriate representatives at the Village before and during the event; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the requests listed above and authorizes the Village Administrator to submit the road closure request to the NYS Department of Transportation.



RESOLUTION APPROVING ANNUAL MAINTENANCE CONTRACT WITH EAGLE SYSTEMS, INC.

WHEREAS, the Village of Perry contracts with Eagle Systems, Inc. for the Toshiba printer in the Police Department for service, parts, and toner; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approve the annual maintenance contract with Eagle Systems, Inc. from January 28, 2025 until January 28, 2026 and authorizes the Mayor to sign the contract.

MAINTENANCE CONTRACT

 CONTRACT NO:
 NB-EB4708

 CUSTOMER NO:
 EB4708

CUSTOMER PO NO:

Customer agrees to purchase and Eagle Systems, Inc. agrees to provide parts, labor, ink, toner, and toner collection containers unless specified otherwise below for the equipment listed in accordance with the terms and conditions of this contract. Maintenance Services exclude paper, staples and rollers in the event that billing for scans is omitted. Additional parts or services not covered are listed under the Exclusion Section on page two of the contract. All supplies provided in support of this contract are the property of Eagle Systems. Upon contract conclusion, supplies partially consumed, not surrendered to Eagle Systems in their original sealed box or found to be unusable will be invoiced at Eagle Systems' current pricing. NOTE: for support of software other than those cited in Section #4 of page 2 of this contract, an executed Network Integration Support Agreement is required.

BILL TO: CUSTOMER INFORMATION				SHIP TO: CUSTOMER INFORMATION			
Customer Name: VILLAGE OF PERRY				Customer Name: SAME AS BILL TO			
Billing Address: 46 NORTH MAIN STREET				Shipping Address:			
Address 2:				Address 2:			
City: PERRY	State: NY	Zip: 14530		City:	State:	Zip:	
CONTACTS:	Bill to:		Ship To:		Meter Readings:		
Contact Name:							
Phone Number:							
Email:							
MODEL	SERIAL NUMBER	ID#	LOCATION	ANNUAL PAGES INCLUDED			MIN. ANNUAL RATE
				BLACK/WHITE	COLOR	SCANS	
ES 3518A	CZKJ21272	E6990	POLICE	24,000			261.00
BILLING ☐ ANNUAL ☐ SEMI-ANNUAL ☒ QUARTERLY				B/W PER PRINT	COLOR PER PRINT	SCAN PER PAGE	
EXCESS BILLING ☐ SEMI-ANNUAL ☒ QUARTERLY				.0165		.0025	
INVOICE INFORMATION							
TERM: MONTHS or PAGES		☒ AUTOMATED METER COLLECTION		☐ MANUAL METER COLLECTION		billable @ \$45.00 per event	
Product Support Services	Includes remote login problem assessment, help desk phone support, operating system firmware updates, cloud performance monitoring system, automatic toner replenishment, automatic meter readings, and online service & supply request ordering system.					12 Months @ \$15.00/MONTH	\$180.00
☐ Back-Up Toner Option	Security Deposit required. Deposit refunded at conclusion of Agreement upon return of sealed, usable back-up toners issued by Eagle Systems, Inc.					☐ K ☐ C,Y,M,K	
Comments: COVERAGE BEGINS 01/29/2025						☐ Eagle Eye Protection Plan	
INCLUDES: TRAVEL, LABOR, ☒ PARTS ☒ DRUMS ☒ BLACK TONER ☐ COLOR TONER EXCLUDES: PAPER & STAPLES (& rollers if billing for scans is omitted)						Schedule A (Attached) TOTAL	
MANUFACTURER'S PUBLISHED TONER YIELD: 1 CARTRIDGE PER 43,900 1 CARTRIDGE PER						TAX @ %	EXEMPT
B/W PAGES COLOR PAGES						TOTAL	\$441.00

DECLINATION
☐ Customer is declining maintenance on the equipment listed above

Signature:

Title:

Date:

Printed Name:

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charge for the term of this Contract. When this Contract is signed by Customer and Eagle Systems, Inc., it shall constitute a binding contract and is non-cancelable. This Contract will begin on date of installation and will automatically renew annually thereafter unless Eagle Systems receives a written cancellation from the customer 60 days prior to the end of the term. You hereby acknowledge and agree that your use of an electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer		Eagle Systems, Inc.	
Printed Name:		Printed Name:	
Signature:		Signature:	
Title:	Date:	Title	Date:

ADDITIONAL TERMS AND CONDITIONS

1. The Agreement will remain in force for the term indicated on the reverse side of this Agreement or if applicable, a specified number of pages produced on all copiers, printers and multifunctional products covered by this agreement, whichever occurs sooner. The Agreement will automatically be renewed annually thereafter unless a written cancellation notice is received from the Customer sixty (60) days prior to the end of the period.

2. **EXCLUSIONS:** All emergency service necessary to keep the Equipment in good working order will be performed by Eagle Systems, Inc. during its regular business hours (8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays) at no cost to Customer, provided that the Customer's Account is in good standing, i.e., paid to date and that such services shall not include the following:

(a) repairs resulting from causes other than normal use; Customer's willful act; negligence or misuse (including, without limitation, use of supplies or spare parts which do not meet Eagle Systems, Inc.'s published specifications and which cause abnormally frequent service calls or service problem); accident; transportation; failure of electrical power, air-conditioning or humidity control;

(b) repairs made necessary by service performed by personnel other than those of Eagle Systems, Inc.;

(c) shop reconditioning or modification to the Equipment except those specified by Eagle Systems, Inc.'s Technical Service Department to assure greater performance of the Equipment;

(d) replacement of supplies such as paper and toner, chemicals, bulbs, film, ink rollers, thermal print heads, incompatible phone equipment, phone jack or transmission lines;

(e) loss of printing or scanning functionality attributable to other than equipment failure including network intervention by the customer or customer's agent.

(f) work which Customer requests to be performed by Eagle Systems' personnel outside regular business hours, i.e. service performed on Saturdays, Sundays, Holidays and before 8:00 a.m. or after 5:00 p.m. weekdays.

All of the foregoing shall be invoiced in accordance with Eagle Systems, Inc.'s established per call rates and terms then in effect.

3. **REMEDIES:** If Customer does not pay the amount due hereunder: (1) Eagle Systems, Inc. may refuse to continue to service the equipment or furnish service on a C.O.D. "Per Call" basis, and (2) the Customer agrees to pay Eagle Systems, Inc.'s costs and expenses of collection, including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder.

Relocation: Should the equipment be moved to a location which is more than twenty-five (25) miles, but, not more than forty (40) miles from Eagle Systems, Inc.'s nearest service center, there will be an appropriate adjustment in the annual rate payable for service to the equipment. Eagle Systems, Inc. shall have no obligation to service equipment which is moved to a location more than forty (40) miles from Eagle Systems Inc.'s nearest service center.

Cancellation: When, in Eagle Systems, Inc.'s opinion, Equipment because of advanced age or usage in excess of the norm, cannot be maintained in good working order through Eagle Systems Inc.'s routine preventative maintenance service, or if work beyond the scope of this Agreement is required, EAGLE SYSTEMS, INC. SHALL SUBMIT TO THE CUSTOMER A COST ESTIMATE OF SUCH WORK. IF CUSTOMER REFUSES TO AUTHORIZE THE SAME, EAGLE SYSTEMS, INC. SHALL HAVE THE RIGHT, ON TEN (10) DAYS WRITTEN NOTICE TO CUSTOMER, TO TERMINATE SERVICE ON ANY OR ALL ITEMS OF EQUIPMENT UNDER THIS AGREEMENT. EAGLE SYSTEMS, INC. WILL THEN PROVIDE SERVICE ON A PER CALL BASIS (TRAVEL, LABOR AND PARTS).

Substitution: Eagle Systems, Inc. shall have the right to substitute equivalent Equipment at any time during the term hereof, and removed parts replaced by Eagle Systems, Inc. shall become the property of Eagle Systems, Inc. Eagle Systems, Inc. shall have full and free access to the Equipment to provide service thereon.

Fuel Surcharge: Should the national average fuel cost as reported by the United States Energy Information Administration rise by more than 10% after the Effective Date of this agreement, Customer agrees Eagle Systems has the right to impose a fuel surcharge.

Escalation: Upon the Agreement's annual anniversary date, and every annual anniversary date thereafter, Eagle Systems reserves the right to increase the minimum payment or per page & scan billable rate in accordance with increased cost of operations.

Assignment: This Agreement shall not be assignable by Customer without Eagle Systems, Inc.'s prior written consent, and any attempted assignment without such consent shall be void.

Supplies: Customer agrees to pay freight charges associated with shipping of supplies. Based on yields published by the manufacturer, should Eagle Systems determine that supplies provided the customer exceed normal usage by more than fifteen percent (15%), customer further agrees to pay for all excess supplies provided at Eagle Systems' current rates

4. **PRODUCT SUPPORT SERVICES:** Eagle Systems will provide remote login problem assessment and help desk phone support to assist customer's staff with questions from users, key operators and administrators. May include cloud performance monitoring system, automatic meter reading, automatic toner replenishment, and firmware updates contingent on product(s) covered by agreement and selected contract options. Requests for on-site service and product support are available by calling the Help Desk @ 716-893-0506 Monday-Friday 8:00 a.m.- 5:00 p.m. excluding holidays.

Visit www.eagleny.com for online submission of meter readings and service & supply requests.

5. **DISCLAIMER AND INDEMNITY:** This Agreement shall be governed by the laws of the State of New York and constitutes the entire agreement between the parties with respect to the furnishing of maintenance service, superseding all previous proposals, oral or written. No representation or statement not contained herein shall be binding upon Eagle Systems, Inc. as a written or otherwise, nor shall this Agreement be modified or amended unless in writing and signed by an officer of Eagle Systems, Inc. Any suit between the parties relating to this Agreement, other than for payment of the maintenance fees due hereunder, shall be commenced, if at all, within one (1) year of the date that it accrues.

EAGLE SYSTEMS, INC.'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED BY EAGLE SYSTEMS INC'S NEGLIGENCE), LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED HEREUNDER.

THIS AGREEMENT'S AVAILABILITY IS SUBJECT TO EAGLE SYSTEMS BEING ABLE TO OBTAIN PARTS FROM THE MANUFACTURER.



RESOLUTION APPROVING LEASE MAINTENANCE AGREEMENT WITH TOSHIBA

WHEREAS, the Village Clerk has researched options for leasing or purchasing the printer in the Clerk's Office and recommends leasing the printer with Toshiba; and

WHEREAS, Office Committee has reviewed the options and agrees with the recommendation from the Village Clerk; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approve the agreement with Toshiba for the Clerk's Office printer and authorizes the Mayor to sign the documents.

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

3166572

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: Village of Perry

Fed. Tax ID#:

Contact Person: Christina Slusser

Bill-To Phone: +1.585.237.2216

Bill-To Fax: +1.585.237.5975

Billing Address: 46 Main North Main Street Clerk's Office

City, State - Zip: Perry, NY 14530-1397

Equipment Location:
(if different than above)

City, State - Zip:

TBS LOCATION

Contact Name: Brooke Pontillo

Location: Buffalo

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
Toshiba e-STUDIO3528A	ESTUDIO3528A		

☐ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63		of \$ 69.67		* Security Deposit**: \$ 0.00		☐ Received		*plus applicable taxes	
Payments includes:	0	B&W Images per Month	Excess Images at: \$ 0.00840		* per B&W Image		End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.		
Payments includes:		Color Images per Month	Excess Images at: \$		* per Color Image				
Payments includes:		Scan Images per Month	Excess Images at: \$		* per Scan Image				
Payments includes:		B&W Print Images per Month	Excess Images at: \$		* per B&W Print Image				
Payments includes:		Color Print Images per Month	Excess Images at: \$		* per Color Print Image				
Origination Fee: Up to \$99.00 (included in First Invoice)			Lease payment period is monthly unless otherwise indicated.						
Excess Images billed:			☐ Monthly	☒ Quarterly	☐ Semi-Annually	☐ Annually			

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscription services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and a duly authorized representative of us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
25. **Maintenance and Supplies Agreement ("MSA") with TBS:**
 - a) TBS agrees to provide full service maintenance including tuning, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b) Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c) If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
 - d) Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e) Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

**CONNECTIVITY OPTIONS AGREEMENT****CA-1.0.0**Sales Representative: Brooke Pontillo

SALES PACKET NUMBER

EFFECTIVE DATE

01/29/2025

CUSTOMER INFORMATION

Customer Name: Village of Perry	Customer Contact: Christina Slusser		
Billing Address: 46 Main North Main Street	Phone #: +1.585.237.2216	Ext.	Customer PO #:
Address 2: Clerk's Office	IT Contact: Christina Slusser		IT Phone #: +1.585.237.2216
City: Perry	State: NY	Zip: 14530-1397	eMail: cslusser@villageofperry.com

CONNECTIVITY OPTIONS (Check All That Apply)☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges****Qty****Charge****Unit Description**

- Base Device Configuration - Setup of Network Protocols on Device
- Print Driver Installation
- PC Fax Driver Installation
- Print Driver and PC Fax Driver on same Workstation
- Scan to Copier Controller
- Scan to Network Folder
- Scan to Email - Initial Setup of communication to local SMTP server
 - Additional Setup per Scanning Template
 - Off-site SMTP Server
 - Additional Setup per Scanning Template
- Incoming Fax Routing to Copier Controller
- Incoming Fax Routing to Network Folder Location
- Incoming Fax Routing to Email - Initial Setup of SMTP Server Communication to a Local SMTP Server
 - Additional Setup per Destination
 - Off-site SMTP Server
 - Additional Setup per Destination
- User Code Enforcement
- Copier Configuration Backup and Restore

Device
Workstation
Workstation
Workstation
Scanning Template
Scanning Template
Initial Setup
Scanning Template
Hour Until Completion
Scanning Template
Fax Destination
Fax Destination
Initial Setup
Destination
Hour Until Completion
Destination
10 User Codes
Backup/Restore Event

Total Connectivity Fee:**Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.****Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.****CUSTOMER ACCEPTANCE**

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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DECLINATION☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.



REMOVAL REPORT

RR-2.0.0

Sales Representative: Brooke Pontillo

SALES PACKET NUMBER

DATE

01/29/2025

Customer Name: Village of Perry

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS

Physical Location: Clerk's Office			
Address: 46 Main North Main Street		Phone #: +1.585.237.2216	Ext. Fax #: +1.585.237.5975
Address 2: Clerk's Office		Contact: Christina Slusser	
City: Perry	State: NY	Zip: 14530-1397	email: cslusser@villageofperry.com
Leasing Company:	Lease #:	Make/Model: Toshiba e-STUDIO3508A	EOL Option: Has Secure HDD
Removal Type: Customer Owned	Disposition: Return to Toshiba	Serial #: CGGG21114	EOL Charge: \$0.00
Buyout Type:	Paid By:	Replaced By: Toshiba e-STUDIO3528A	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Special Instructions:	
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☐ SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

DECLINATION

☐ Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal

Addendum to Agreement # 3166572 and any future supplements/schedules thereto, between Village of Perry, as Customer and **Toshiba Financial Services**, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or

schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

TitleDate

Village of Perry

Customer

XSignature

TitleDate

NEW YORK ADDENDUM (STATE AND LOCAL GOVERNMENT)

AGREEMENT #

Addendum to Agreement # and any future supplements/schedules thereto, between Village of Perry, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

Title

Date

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Village of Perry	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 46 Main North Main Street Clerk's Office	Requester's name and address (optional)
6 City, state, and ZIP code Perry, NY 14530-1397		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	Toshiba e-STUDIO3528A
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	

Insurable Value: \$19,048.00

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the **Insurable Value (with deductibles no more than \$25,000)**. Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:**
Toshiba Financial Services and/or its assigns
1310 Madrid Street, Suite 101
Marshall, MN 56258
- Please e-mail a copy of the above-referenced Certificates of Insurance to Village of Perry, and ef.insurance.group@onlinecomment.com, referencing Application # 3166572 on the cover sheet, as soon as possible. If you have any questions, please contact us at: 1-800-828-8246.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

Village of Perry,
Customer

X
Signature

Title **Date**

**Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.*



RESOLUTION SCHEDULING SPECIAL VILLAGE BOARD WORKSHOP DATES

BE IT RESOLVED, that the Perry Village Board of Trustees does hereby schedule a special workshop on Monday, February 10th at 7:00pm in the Village Board Room for a 2025-2026 Budget Workshop; and

BE IT RESOLVED, that the Perry Village Board of Trustees does hereby schedule a special workshop on Monday, February 24th at 7:00pm in the Village Board Room for the purpose of reviewing the 2024-2025 Fiscal Year Audit with Allied Financial Partners.



2025-2026 Draft Budget

Village of Perry
February 3, 2025

2025-2026 Draft Budget Summary

	Appropriations	Estimated Revenue	Raised by tax
General Fund (A)	\$3,453,085	\$859,148	\$2,593,937
Water Fund (F)	\$847,882	\$847,882	
Sewer Fund (G)	\$1,178,493	\$1,178,493	
Grand Total	\$5,479,460	\$2,885,523	\$2,593,937

2024-2025 Tax Year		Total Levy = \$2,592,635
	<u>Town of Castile</u>	<u>Town of Perry</u>
Total assessed value	\$35,357,570	\$162,111,826
Equalization rate	87%	100%
Full value	\$40,640,885	\$162,111,826
<i>Total assessed value</i>		<i>\$202,752,711</i>
% of Full value	20.04%	79.96%
Tax Levy to be raised	\$519,682	\$2,072,953
Tax Rate 2025-2026	14.697906	12.787178
<i>*Tax Rate 2024-2025</i>	<i>13.651119</i>	<i>15.738937</i>

General Fund Revenues

Revenue	2024-2025 Budget	2025-2026 Draft Budget
Taxes	\$2,293,211	\$2,593,937
PILOTS and penalties	\$86,732	\$87,576
Franchise and Gross Receipts tax	\$82,000	\$82,000
Departmental Income	\$17,000	\$26,350
Intergovernmental charges	\$149,600	\$162,600
Interest and rental of property	\$109,392	\$128,990
Games of Chance	\$75	\$75
Fines and fees	\$120,000	\$130,000
Sale of Equipment	\$12,000	\$13,500
State Aid	\$208,279	\$228,057
Federal Aid	\$2,500	\$0
Total	\$3,080,789	\$3,453,085

General Fund Expenditures

Expenditures	2024-2025 Budget	2025-2026 Draft Budget
Personnel	\$1,241,797	\$1,294,546
Capital	\$281,322	\$405,150
Contractual	\$881,948	\$954,433
Debt	\$93,222	\$77,456
Benefits	\$582,500	\$671,500
Transfer to Reserves	\$0	\$50,000
Total	\$3,080,789	\$3,453,085

General Fund Estimated Reserves and Fund Balance

Account	Balance
<i>Restricted Reserves (as of 1/31/25)</i>	
Equipment Reserve	\$240,009
Fire Apparatus Reserve	\$84,146
Repair Reserve	\$76,020
Employee Benefits and Accrued Liabilities Reserve	\$43,100
Park Capital Reserve	\$36,593
<i>Fund Balance</i>	
Unassigned (<i>as of 5/31/24 less approved exp.</i>)	\$790,800
<i>Total General Fund Balance</i>	<i>\$1,270,668</i>

Water Fund Revenue & Expenditures

Revenue	2024-2025 Budget	2025-2026 Draft Budget
Department Income	\$796,360	\$813,382
Intergovernmental charges	\$9,400	\$9,500
Interest	\$10,000	\$25,000
Sale of Equipment		
Total	\$815,760	\$847,882

Expenditures	2024-2025 Budget	2025-2026 Draft Budget
Personnel	\$285,950	\$287,950
Capital	\$84,000	\$113,400
Contractual	\$268,085	\$264,500
Debt	\$58,875	\$89,682
Benefits	\$118,850	\$92,350
Total	\$815,760	\$847,882

Water Fund Reserves and Fund Balance

Account	Balance
<i>Restricted Reserve</i>	
Water Reserve (as of 1/31/25)	\$98,297
<i>Fund Balance</i>	
Unassigned (as of 5/31/24)	\$891,539
<i>Total Water Fund Balance</i>	<i>\$989,836</i>

Sewer Fund Revenue & Expenditures

Revenue	2024-2025 Budget	2025-2026 Draft Budget
Department Income	\$1,074,020	\$1,074,020
Intergovernmental charges	\$89,473	\$89,473
Interest	\$7,000	\$15,000
Total	\$1,170,493	\$1,178,493

Expenditures	2024-2025 Budget	2025-2026 Draft Budget
Personnel	\$283,650	\$288,150
Capital	\$25,100	\$27,500
Contractual	\$375,226	\$379,805
Debt	\$391,667	\$386,688
Benefits	\$94,850	\$96,350
Total	\$1,170,493	\$1,178,493

Sewer Fund Reserve and Fund Balance

Account	Balance
<i>Restricted Reserve</i>	
Sewer Reserve (as of 1/31/25)	\$173,950
<i>Fund Balance</i>	
Unassigned (as of 5/31/23)	\$546,686
<i>Total Sewer Fund Balance</i>	<i>\$720,636</i>

**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget

Page 1 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

APPROPRIATIONS

GENERAL GOVERNMENT SUPPORT

BOARD OF TRUSTEES

Personnel Services	A1010.1	10,875.11	7,354.25	11,600.00	11,600.00	11,600.00	0.00
Contractual	A1010.4	0.00	96.00	500.00	500.00	500.00	0.00
Labor Relations	A1010.41	9,742.36	8,380.96	5,000.00	8,380.96	5,000.00	0.00
Total		20,617.47	15,831.21	17,100.00	20,480.96	17,100.00	0.00

VILLAGE JUSTICE

Pers Serv Justices	A1110.1	21,492.38	13,491.20	21,923.00	21,923.00	22,582.00	3.00
Pers Serv Court Clerk	A1110.11	25,027.26	13,200.84	23,868.00	23,868.00	24,583.00	2.99
Pers Ser Court Officer	A1110.12	2,269.16	930.53	5,000.00	5,000.00	5,000.00	0.00
Contractual	A1110.4	11,518.00	5,183.32	7,500.00	7,500.00	8,500.00	13.33
Contractual Jcap	A1110.41	7,490.71	45,424.37	0.00	45,812.99	0.00	0.00
Total		67,797.51	78,230.26	58,291.00	104,103.99	60,665.00	4.07

MAYOR

Personnel Services	A1210.1	4,800.00	3,200.00	4,800.00	4,800.00	4,800.00	0.00
Personnel Services	A1210.11	250.00	0.00	250.00	250.00	250.00	0.00
Equipment	A1210.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	A1210.4	81.00	32.00	250.00	250.00	250.00	0.00
Total		5,131.00	3,232.00	5,300.00	5,300.00	5,300.00	0.00

CONTRACTUAL

Audit	A1320.4	12,800.00	0.00	13,500.00	13,500.00	14,500.00	7.40
Total		12,800.00	0.00	13,500.00	13,500.00	14,500.00	7.40

TREASURER

Personnel Services	A1325.1	42,067.40	26,593.65	43,350.00	43,350.00	46,350.00	6.92
Equipment	A1325.2	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
Contractual	A1325.4	5,735.41	1,216.76	14,000.00	10,619.04	12,500.00	-10.71
Total		47,802.81	27,810.41	58,350.00	54,969.04	59,850.00	2.57

CONTRACTUAL

Office Supplies	A1345.4	223.94	213.69	3,500.00	3,500.00	1,500.00	-57.14
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VILLAGE OF PERRY

GENERAL FUND

2025-2026 DRAFT General Budget

Page 2 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

Total	223.94	213.69	3,500.00	3,500.00	1,500.00	-57.14
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TAX ADVERTISING CONTRACTUAL

Tax Advertising Contractual	A1362.4	2,305.26	2,334.87	2,500.00	2,500.00	2,500.00	0.00
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Total	2,305.26	2,334.87	2,500.00	2,500.00	2,500.00	0.00
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CLERK

Personnel Services	A1410.1	43,891.26	27,182.60	44,880.00	44,880.00	50,000.00	11.40
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Pers Serv Longevity	A1410.11	0.00	500.00	500.00	500.00	500.00	0.00
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Pers Serv F/t Clerk	A1410.12	16,537.12	4,651.22	8,100.00	8,100.00	8,736.00	7.85
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Personnel Services, Pt	A1410.13	169.56	2,371.84	6,800.00	6,800.00	4,370.00	-35.73
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Equipment	A1410.2	0.00	0.00	0.00	0.00	0.00	0.00
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Contractual	A1410.4	7,189.96	3,710.80	7,000.00	7,000.00	8,000.00	14.28
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Contractual Grants	A1410.41	14,180.00	637.50	10,000.00	10,000.00	10,000.00	0.00
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Total	81,967.90	39,053.96	77,280.00	77,280.00	81,606.00	5.59
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LAW

Personnel Services	A1420.1	5,100.15	3,138.56	5,100.00	5,100.00	5,100.00	0.00
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Contractual	A1420.4	7,200.50	9,442.34	10,000.00	11,500.00	12,500.00	25.00
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Total	12,300.65	12,580.90	15,100.00	16,600.00	17,600.00	16.55
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PERSONNEL

Personnel Services	A1430.1	0.00	0.00	0.00	0.00	0.00	0.00
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Total	0.00	0.00	0.00	0.00	0.00	0.00
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ENGINEER

Contractual	A1440.4	312.50	950.00	15,000.00	15,000.00	12,500.00	-16.66
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Total	312.50	950.00	15,000.00	15,000.00	12,500.00	-16.66
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ELECTIONS

Contractual	A1450.4	0.00	0.00	300.00	300.00	0.00	-100.00
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Total	0.00	0.00	300.00	300.00	0.00	-100.00
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**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget

Page 3 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

PUBLIC WORKS ADMIN

Personnel Services	A1490.1	65,832.62	39,665.51	70,000.00	70,000.00	76,000.00	8.57
Contractual	A1490.4	531.86	821.29	3,000.00	3,000.00	3,000.00	0.00
Total		66,364.48	40,486.80	73,000.00	73,000.00	79,000.00	8.21

BUILDINGS

Village Hall - Equipment	A1620.2	0.00	21,093.75	0.00	21,093.75	0.00	0.00
Village Hall Renovation	A1620.21	12,512.30	270.00	15,000.00	15,000.00	75,000.00	400.00
Contractual	A1620.4	23,316.25	6,283.45	25,400.00	25,400.00	25,400.00	0.00
Village Hall Network	A1620.41	28,024.00	30,257.61	40,000.00	51,900.00	42,000.00	5.00
Utilities	A1620.42	14,789.71	5,510.53	15,000.00	15,000.00	15,000.00	0.00
Total		78,642.26	63,415.34	95,400.00	128,393.75	157,400.00	64.98

CENTRAL PRINT & MAIL

Contractual	A1670.4	5,471.21	6,183.36	5,000.00	5,000.00	7,500.00	50.00
Total		5,471.21	6,183.36	5,000.00	5,000.00	7,500.00	50.00

DATA PROCESSING

Contractual	A1680.4	7,813.14	5,879.02	9,500.00	9,500.00	10,000.00	5.26
Total		7,813.14	5,879.02	9,500.00	9,500.00	10,000.00	5.26

GENERAL GOVERNMENT SUPPORT

Unallocated Insurance	A1910.4	128,769.83	105,655.11	120,000.00	120,000.00	130,000.00	8.33
Municipal Association Dues	A1920.4	2,547.00	2,017.00	3,500.00	3,500.00	3,500.00	0.00
Taxes & Assessments Munic Property	A1950.4	695.62	510.24	800.00	800.00	800.00	0.00
Contingency Account	A1990.4	0.00	0.00	0.00	0.00	0.00	0.00
Total		132,012.45	108,182.35	124,300.00	124,300.00	134,300.00	8.04

General Government Support Total

541,562.58	404,384.17	573,421.00	653,727.74	661,321.00	15.32
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PUBLIC SAFETY

POLICE

Personnel Services	A3120.1	320,843.47	221,406.36	380,000.00	380,000.00	420,000.00	10.52
Pers Serv Crossing Guards	A3120.11	9,144.38	6,797.31	11,000.00	11,000.00	11,000.00	0.00
Pers Serv Part Time	A3120.12	111,274.88	41,608.48	82,576.00	82,576.00	87,500.00	5.96

**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget

Page 4 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

Pers Serv Overtime	A3120.13	16,482.85	4,526.93	15,500.00	15,500.00	18,000.00	16.12
Personnel Services - Sro	A3120.14	55,352.19	24,076.27	71,000.00	71,000.00	65,000.00	-8.45
Grant Time	A3120.15	10,080.11	5,771.45	16,500.00	16,500.00	16,500.00	0.00
Equipment	A3120.2	7,344.00	52,242.56	40,500.00	53,854.51	25,000.00	-38.27
Contractual	A3120.4	92,918.07	46,765.88	82,500.00	82,500.00	95,000.00	15.15

Total		623,439.95	403,195.24	699,576.00	712,930.51	738,000.00	5.49
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TRAFFIC CONTROL

Contractual	A3310.4	8,256.68	1,735.60	8,000.00	8,000.00	8,000.00	0.00
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Total		8,256.68	1,735.60	8,000.00	8,000.00	8,000.00	0.00
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FIRE DEPARTMENT

Equipment	A3410.2	40,781.92	21,683.66	32,100.00	32,100.00	48,150.00	50.00
Contractual	A3410.4	21,911.25	10,978.03	32,077.00	37,603.52	32,790.00	2.22
Training	A3410.41	0.00	0.00	2,625.00	2,625.00	2,500.00	-4.76
Fire Truck Maintenance	A3410.42	28,017.33	24,137.80	38,000.00	38,000.00	41,000.00	7.89

Total		90,710.50	56,799.49	104,802.00	110,328.52	124,440.00	18.73
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DEMO OF UNSAFE BUILDING

Demo Of Unsafe Building	A3650.4	0.00	0.00	0.00	0.00	0.00	0.00
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Total		0.00	0.00	0.00	0.00	0.00	0.00
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Public Safety Total		722,407.13	461,730.33	812,378.00	831,259.03	870,440.00	7.14
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TRANSPORTATION

STREET MAINTENANCE

Personnel Services	A5110.1	142,045.05	86,296.37	156,500.00	156,500.00	175,000.00	11.82
Overtime	A5110.11	20,358.74	13,820.10	19,000.00	19,000.00	21,000.00	10.52
Seasonal	A5110.12	22,631.00	15,840.00	53,200.00	53,200.00	20,000.00	-62.40
Equipment	A5110.2	70,249.78	32,291.62	35,500.00	102,492.00	53,000.00	49.29
Contractual	A5110.4	137,550.46	69,285.30	150,000.00	149,273.30	165,000.00	10.00

Total		392,835.03	217,533.39	414,200.00	480,465.30	434,000.00	4.78
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PERM IMPROVEM (STREETS)

Perm Improvem (streets)	A5112.2	95,800.00	178,377.50	154,222.00	176,327.50	185,000.00	19.95
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**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget
Page 5 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

Contractual	A5112.4	0.00	0.00	0.00	0.00	0.00	0.00
Total		95,800.00	178,377.50	154,222.00	176,327.50	185,000.00	19.95
GARAGE							
Personnel Services	A5132.1	54,871.00	32,536.74	56,500.00	56,500.00	59,000.00	4.42
Personnel Serv Overtime	A5132.11	2,974.26	819.00	4,200.00	4,200.00	4,400.00	4.76
Equipment	A5132.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	A5132.4	6,648.96	6,672.39	8,500.00	8,500.00	11,000.00	29.41
Utilities	A5132.42	13,245.71	5,772.18	10,000.00	10,000.00	15,000.00	50.00
Total		77,739.93	45,800.31	79,200.00	79,200.00	89,400.00	12.87
SNOW REMOVAL							
Equipment	A5142.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	A5142.4	26,128.65	1,590.85	40,000.00	40,000.00	40,000.00	0.00
Total		26,128.65	1,590.85	40,000.00	40,000.00	40,000.00	0.00
STREET LIGHTING							
Contractual	A5182.4	37,546.68	15,131.83	30,000.00	30,000.00	32,000.00	6.66
Total		37,546.68	15,131.83	30,000.00	30,000.00	32,000.00	6.66
SIDEWALKS							
Equipment	A5410.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	A5410.4	37,951.53	29,496.17	9,500.00	33,128.00	9,500.00	0.00
Total		37,951.53	29,496.17	9,500.00	33,128.00	9,500.00	0.00
Electric Charge Station Contractual							
Electric Charge Station Contractual	A5680.4	2,088.74	1,156.54	4,000.00	4,000.00	4,000.00	0.00
Total		2,088.74	1,156.54	4,000.00	4,000.00	4,000.00	0.00
Transportation Total		670,090.56	489,086.59	731,122.00	843,120.80	793,900.00	8.58
ECONOMIC ASSISTANCE AND OPPORTUNITY							
PUBLICITY							
Contractual	A6410.4	4,980.15	1,281.50	5,000.00	5,000.00	5,000.00	0.00

**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget
Page 6 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

Total		4,980.15	1,281.50	5,000.00	5,000.00	5,000.00	0.00
PROGRAMS FOR THE AGING							
Contractual	A6772.4	69.17	29.58	4,000.00	4,000.00	750.00	-81.25
Total		69.17	29.58	4,000.00	4,000.00	750.00	-81.25
OTHER ECONOMIC OPPORT & DEVELOP							
Contr	A6989.4	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00
Total		5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00
Economic Assistance And Opport Total		10,049.32	6,311.08	14,000.00	14,000.00	10,750.00	-23.21
CULTURE AND RECREATION							
RECREAT ADMIN							
Personnel Services	A7020.1	54,893.25	35,477.06	61,200.00	61,099.98	66,000.00	7.84
Overtime	A7020.11	412.62	3,367.79	2,000.00	2,100.02	2,500.00	25.00
Pers Serv Longevity	A7020.15	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	A7020.4	0.00	0.00	0.00	0.00	0.00	0.00
Total		55,305.87	38,844.85	63,200.00	63,200.00	68,500.00	8.38
PARKS							
Personnel Services	A7110.1	32,202.17	28,715.83	45,000.00	45,000.00	48,000.00	6.66
Equipment	A7110.2	1,372.49	0.00	3,000.00	3,000.00	13,000.00	333.33
Contractual	A7110.4	72,157.52	18,295.60	44,000.00	39,677.00	54,500.00	23.86
Total		105,732.18	47,011.43	92,000.00	87,677.00	115,500.00	25.54
PLAYGROUNDS & RECREATION							
Equipment	A7140.2	0.00	0.00	0.00	0.00	5,000.00	****. **
Contractual	A7140.4	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	5,000.00	****. **
SPEC RECREAT FACIL							
Equipment	A7180.2	0.00	0.00	0.00	0.00	0.00	0.00
Park Paving	A7180.21	0.00	0.00	0.00	0.00	0.00	0.00

Contractual	A7180.4	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	A7180.42	8,424.30	4,966.49	9,000.00	9,000.00	9,600.00	6.66
Total		8,424.30	4,966.49	9,000.00	9,000.00	9,600.00	6.66
YOUTH PROGRAMS							
Contractual	A7310.4	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	0.00
Total		2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	0.00
CELEBRATIONS							
Contractual	A7550.4	1,631.42	0.00	5,000.00	5,000.00	2,500.00	-50.00
Total		1,631.42	0.00	5,000.00	5,000.00	2,500.00	-50.00
Culture And Recreation Total		173,593.77	93,322.77	171,700.00	167,377.00	203,600.00	18.57
HOME AND COMMUNITY SERVICES							
ZONING							
Personnel Services Zo & Pmo	A8010.1	19,187.11	10,422.73	20,250.00	20,250.00	20,775.00	2.59
Personnel Services Clerk	A8010.11	1,200.00	750.00	1,200.00	1,200.00	0.00	-100.00
Contractual	A8010.4	705.00	180.00	1,000.00	1,000.00	1,000.00	0.00
Contract Board Members	A8010.41	1,745.00	1,050.00	3,000.00	3,000.00	3,000.00	0.00
Contractual Update	A8010.42	0.00	0.00	0.00	0.00	0.00	0.00
Attorney Fees	A8010.43	4,670.38	1,204.84	10,000.00	10,000.00	10,000.00	0.00
Total		27,507.49	13,607.57	35,450.00	35,450.00	34,775.00	-1.90
REFUSE & GARBAGE							
Contractual	A8160.4	4,295.49	2,352.34	3,800.00	3,800.00	4,000.00	5.26
Total		4,295.49	2,352.34	3,800.00	3,800.00	4,000.00	5.26
STREET CLEANING							
Equipment	A8170.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	A8170.4	4,842.18	0.00	10,000.00	10,000.00	10,000.00	0.00
Total		4,842.18	0.00	10,000.00	10,000.00	10,000.00	0.00
COMMUN BEAUTIFICATION							

**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget
Page 8 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

Contractual	A8510.4	16,926.09	4,269.18	18,500.00	18,500.00	27,500.00	48.64
Total		16,926.09	4,269.18	18,500.00	18,500.00	27,500.00	48.64
DRAINAGE							
Contractual	A8540.4	4,500.00	8,726.70	8,000.00	8,726.70	8,000.00	0.00
Total		4,500.00	8,726.70	8,000.00	8,726.70	8,000.00	0.00
SHADE TREES							
Equipment	A8560.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	A8560.4	16,857.60	13,937.99	19,000.00	19,000.00	22,000.00	15.78
Total		16,857.60	13,937.99	19,000.00	19,000.00	22,000.00	15.78
FLOOD & EROSION CONTROL							
Contractual	A8745.4	7,538.00	7,670.00	7,696.00	7,696.00	7,843.00	1.91
Total		7,538.00	7,670.00	7,696.00	7,696.00	7,843.00	1.91
Home And Community Services Total		82,466.85	50,563.78	102,446.00	103,172.70	114,118.00	11.39
EMPLOYEE BENEFITS							
EMPLOYEE BENEFITS							
State Retirement	A9010.8	76,950.00	90,184.00	101,000.00	98,458.00	120,000.00	18.81
Police Retirement	A9015.8	99,090.00	140,542.00	138,000.00	140,542.00	170,000.00	23.18
Social Security	A9030.8	84,506.99	55,818.24	92,000.00	92,000.00	103,000.00	11.95
Worker's Compensation	A9040.8	61,322.00	0.00	68,000.00	68,000.00	70,000.00	2.94
Unemployment Ins	A9050.8	1,166.26	0.00	2,500.00	2,500.00	2,500.00	0.00
Disability Ins	A9055.8	1,750.75	792.49	4,000.00	4,000.00	4,000.00	0.00
Hospital & Medical Ins	A9060.8	156,465.45	97,210.18	175,000.00	175,000.00	200,000.00	14.28
Employee Assist Program	A9089.8	1,415.00	1,515.00	2,000.00	2,000.00	2,000.00	0.00
Total		482,666.45	386,061.91	582,500.00	582,500.00	671,500.00	15.27
Employee Benefits Total		482,666.45	386,061.91	582,500.00	582,500.00	671,500.00	15.27
DEBT SERVICE							
SERIAL BOND							
Principal	A9710.6	0.00	0.00	0.00	0.00	0.00	0.00

**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget
Page 9 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

2005 Fire Truck Principal	A9710.61	15,000.00	0.00	15,000.00	15,000.00	0.00	-100.00
Village Hall Roof Princip	A9710.62	0.00	0.00	0.00	0.00	0.00	0.00
2012 Fire Truck Principal	A9710.63	0.00	0.00	0.00	0.00	0.00	0.00
Snow Plow Truck Principal	A9710.64	5,000.00	0.00	5,000.00	5,000.00	5,000.00	0.00
2020 Fire Truck Principal	A9710.65	40,000.00	0.00	40,000.00	40,000.00	41,000.00	2.50
Interest	A9710.7	0.00	0.00	0.00	0.00	0.00	0.00
2005 Fire Truck Interest	A9710.71	1,380.00	345.00	690.00	690.00	0.00	-100.00
Village Hall Roof Interest	A9710.72	0.00	0.00	0.00	0.00	0.00	0.00
2012 Fire Truck Interest	A9710.73	0.00	0.00	0.00	0.00	0.00	0.00
Snow Plow Truck Interest	A9710.74	2,345.00	1,085.00	2,170.00	2,170.00	1,995.00	-8.06
2020 Fire Truck Interest	A9710.75	7,672.50	3,386.25	6,773.00	6,773.00	5,873.00	-13.28
Total		71,397.50	4,816.25	69,633.00	69,633.00	53,868.00	-22.64
BAN							
Principal	A9730.6	42,736.35	14,730.80	0.00	14,730.80	0.00	0.00
Interest	A9730.7	2,263.65	805.69	0.00	805.69	0.00	0.00
2021 Fire Truck Interest	A9730.71	0.00	0.00	0.00	0.00	0.00	0.00
Total		45,000.00	15,536.49	0.00	15,536.49	0.00	0.00
LEASES, PRINCIPAL							
Air Packs	A9788.6	18,165.00	15,277.22	15,278.00	15,278.00	16,033.00	4.94
Air Packs	A9788.7	5,422.36	8,310.14	8,311.00	8,311.00	7,555.00	-9.09
Total		23,587.36	23,587.36	23,589.00	23,589.00	23,588.00	-0.00
Debt Service Total		139,984.86	43,940.10	93,222.00	108,758.49	77,456.00	-16.91
INTERFUND TRANSFERS							
TRANSFERS TO OTHER FUNDS							
Transfer, Other Funds	A9901.9	0.00	32,673.00	0.00	32,673.00	50,000.00	****. **
Total		0.00	32,673.00	0.00	32,673.00	50,000.00	****. **
TRANSFERS TO CAPITAL FUNDS							
Transfer To Capital Projects Fund	A9950.9	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00

VILLAGE OF PERRY
GENERAL FUND
2025-2026 DRAFT General Budget
Page 10 (01/31/2025)

	Expenditures/ Revenues 2023-2024	Expenditures/ Revenues to 12/31/2024	Adopted Budget 2024-2025	Modified Budget 2024-2025	Proposed Budget 2025-2026	Percent Change %
Interfund Transfers Total	0.00	32,673.00	0.00	32,673.00	50,000.00	****.**
TOTAL APPROPRIATIONS	2,822,821.52	1,968,073.73	3,080,789.00	3,336,588.76	3,453,085.00	12.08

**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget

Page 1 (01/31/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

REVENUES

REAL PROPERTY TAXES

Real Property Taxes	A1001	2,313,969.24	2,294,135.11	2,294,135.00	2,294,135.00	2,593,937.00	13.06
Total		2,313,969.24	2,294,135.11	2,294,135.00	2,294,135.00	2,593,937.00	13.06

REAL PROPERTY TAX ITEMS

Other Payments In Lieu Of Taxes	A1081	53,578.49	47,380.35	55,778.00	55,778.00	65,576.00	17.56
Other Tax Items	A1089	0.00	10,902.87	10,903.00	10,903.00	5,000.00	-54.14
Interest & Penalties On Real Prop Taxes	A1090	16,790.04	17,605.13	17,000.00	17,000.00	17,000.00	0.00
Total		70,368.53	75,888.35	83,681.00	83,681.00	87,576.00	4.65

NON-PROPERTY TAX ITEMS

Utilities Gross Receipts Tax	A1130	35,207.36	10,265.02	38,000.00	38,000.00	38,000.00	0.00
Franchise Taxes	A1170	40,599.69	19,116.76	44,000.00	44,000.00	44,000.00	0.00
Total		75,807.05	29,381.78	82,000.00	82,000.00	82,000.00	0.00

DEPARTMENTAL INCOME

Treasurer Fees	A1230	0.00	0.00	0.00	0.00	0.00	0.00
Clerk Fees	A1255	1,292.90	493.75	750.00	750.00	900.00	20.00
Other Government Income	A1289	5,430.00	260.00	0.00	0.00	0.00	0.00
Police Fees	A1520	85.00	55.00	200.00	200.00	200.00	0.00
Public Savety Misc Income	A1589	633.04	5,264.62	0.00	0.00	9,000.00	****. **
Public Health Fees	A1601	1,680.00	870.00	1,800.00	1,800.00	1,800.00	0.00
Public Work Charges	A1710	4,987.74	4,491.25	6,000.00	6,000.00	6,000.00	0.00
Other Transportation Income Elec Sta	A1789	722.32	915.51	1,000.00	1,000.00	1,200.00	20.00
Park & Recreation Charges	A2001	4,825.00	2,380.00	4,500.00	4,500.00	4,500.00	0.00
Sea Serpent	A2001A	0.00	0.00	0.00	0.00	0.00	0.00
Contributions By Private Agencies	A2070	0.00	0.00	0.00	0.00	0.00	0.00
Zoning Fees	A2110	3,641.60	1,560.90	2,750.00	2,750.00	2,750.00	0.00
Total		23,297.60	16,291.03	17,000.00	17,000.00	26,350.00	55.00

INTERGOVERNMENTAL CHARGES

Wyoming County Stop Dwi	A2260	11,294.60	5,363.14	5,000.00	5,000.00	7,500.00	50.00
Other Govt	A2262	53,500.00	0.00	53,500.00	53,500.00	55,000.00	2.80
Snow Removal	A2302	19,815.35	1,877.07	20,100.00	20,100.00	20,100.00	0.00
Task Force	A2389	0.00	0.00	0.00	0.00	0.00	0.00

2025-2026 DRAFT General Budget
Page 2 (01/31/2025)

INTERFUND REVENUES

**VILLAGE OF PERRY
GENERAL FUND**

2025-2026 DRAFT General Budget
Page 3 (01/31/2025)

		Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
		2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%
Interfund Revenues	A2801	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
STATE AID							
State Revenue Sharing	A3001	0.00	30,057.00	0.00	0.00	30,057.00	****.**
Mortgage Tax	A3005	11,616.21	6,058.09	15,000.00	15,000.00	13,000.00	-13.33
Jeap Grant	A3021	53,303.70	0.00	0.00	0.00	0.00	0.00
State Aid	A3089	0.00	2,103.00	0.00	0.00	0.00	0.00
Tree Inventory	A3089B	0.00	0.00	0.00	0.00	0.00	0.00
Public Safety	A3389	0.00	0.00	9,000.00	9,000.00	0.00	-100.00
Consolidated Highway Aid	A3501	95,800.00	178,377.50	154,222.00	176,327.50	185,000.00	19.95
Cult & Recreat Capital Grants	A3897	0.00	0.00	0.00	0.00	0.00	0.00
Total		160,719.91	216,595.59	178,222.00	200,327.50	228,057.00	27.96
FEDERAL AID							
Federal Aid, Other	A4089	59,811.00	36,978.00	0.00	36,978.00	0.00	0.00
Public Safety	A4389	0.00	0.00	2,500.00	2,500.00	0.00	-100.00
Bvp Program	A4389A	0.00	0.00	0.00	0.00	0.00	0.00
Total		59,811.00	36,978.00	2,500.00	39,478.00	0.00	-100.00
INTERFUND TRANSFERS							
Capital Projects	A5031	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		3,215,274.51	2,950,083.38	3,080,789.00	3,168,763.50	3,453,085.00	12.08
Appropriated Reserves	A0511	0.00	0.00	0.00	0.00	0.00	0.00
APPROPRIATED FUND BALANCE		-392,452.99	-982,009.65	0.00	167,825.26	0.00	0.00
TOTAL REVENUES & OTHER SOURCES		2,822,821.52	1,968,073.73	3,080,789.00	3,336,588.76	3,453,085.00	12.08

2025-2026 Draft Budget Detail

GENERAL

A3120.2-Police Equipment	2 - Desktop computer upgrades	\$	5,000.00
	Electric bike	\$	6,000.00
	Shooting range upgrades	\$	4,000.00
	Vehicle maintenance	\$	10,000.00
		\$	25,000.00
A3120.4-Police Contractual	Operating expenses - fuel, phones, internet, radios, office supplies, uniform allowances, training, lexipol subscription	\$	95,000.00
A3410.2-Fire Equipment	Turnout gear - 5 sets	\$	27,500.00
	Command Vehicle	\$	10,000.00
	500 feet 4 inch hose	\$	6,250.00
	Sure foot safety	\$	600.00
	Water rescue equipment	\$	1,800.00
	Globe hoods particulate	\$	2,000.00
		\$	48,150.00
A5110.2- Street Maint.	F250 Work Truck	\$	35,000.00
	Maintenance/rentals	\$	18,000.00
		\$	53,000.00
A7110.2-Parks Equipment	Dump Trailer	\$	10,000.00
	Vehicle/Equipment maintenance	\$	3,000.00
		\$	13,000.00
A7110.4-Parks Contractual	Bridge landing/Memorial Park upgrad	\$	22,000.00
	Fence repairs	\$	7,000.00
	General expenses	\$	18,000.00
	Ball sand/field maintenance	\$	5,500.00
	Field conditioner	\$	2,000.00
		\$	54,500.00
A8510.4-Community Beautification	Seasonal banners	\$	5,000.00
	Mulch and plantings	\$	14,500.00
	Main St holiday lights	\$	8,000.00
		\$	27,500.00

**VILLAGE OF PERRY
WATER FUND**

2025-2026 DRAFT Water Budget
Page 1 (01/29/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

APPROPRIATIONS

GENERAL GOVERNMENT SUPPORT

LAW

Personnel Services	F1420.1	4,950.13	3,046.24	4,950.00	4,950.00	4,950.00	0.00
Contractual	F1420.4	0.00	0.00	5,000.00	5,000.00	5,000.00	0.00

Total		4,950.13	3,046.24	9,950.00	9,950.00	9,950.00	0.00
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ENGINEER

Contractual	F1440.4	0.00	0.00	15,000.00	15,000.00	15,000.00	0.00
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Total		0.00	0.00	15,000.00	15,000.00	15,000.00	0.00
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GENERAL GOVERNMENT SUPPORT

Unallocated Ins	F1910.4	20,000.00	28,000.00	28,000.00	28,000.00	30,000.00	7.14
Contingency Account	F1990.4	0.00	0.00	22,585.00	22,585.00	0.00	-100.00

Total		20,000.00	28,000.00	50,585.00	50,585.00	30,000.00	-40.69
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General Government Support Total		24,950.13	31,046.24	75,535.00	75,535.00	54,950.00	-27.25
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HOME AND COMMUNITY SERVICES

WATER ADMIN

Personnel Services	F8310.1	65,000.24	44,450.80	77,500.00	77,500.00	80,000.00	3.22
Equipment	F8310.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	F8310.4	11,462.16	885.33	10,000.00	10,000.00	10,000.00	0.00

Total		76,462.40	45,336.13	87,500.00	87,500.00	90,000.00	2.85
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SOURCE OF SUPPLY POWER PUMP

Pers Serv	F8320.1	142,240.46	86,375.17	148,000.00	148,000.00	132,000.00	-10.81
P/s Ot	F8320.11	3,480.38	2,161.88	6,000.00	6,000.00	6,000.00	0.00
Equipment	F8320.2	43,535.00	8,000.00	65,000.00	65,000.00	75,000.00	15.38
Contractua	F8320.4	26,835.62	20,153.20	40,000.00	40,000.00	44,000.00	10.00
Utilities	F8320.41	34,015.56	18,683.87	35,000.00	35,000.00	39,000.00	11.42

Total		250,107.02	135,374.12	294,000.00	294,000.00	296,000.00	0.68
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WATER PURIFICATION

Equipment	F8330.2	147.26	0.00	4,000.00	4,000.00	5,000.00	25.00
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**VILLAGE OF PERRY
WATER FUND**

2025-2026 DRAFT Water Budget
Page 2 (01/29/2025)

		Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
		2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%
Contractual	F8330.4	73,915.30	44,731.13	83,000.00	83,000.00	92,000.00	10.84
Total		74,062.56	44,731.13	87,000.00	87,000.00	97,000.00	11.49
WATER TRANSMIS & DISTRIB							
Personnel Ser	F8340.1	38,907.20	25,035.63	49,500.00	49,500.00	65,000.00	31.31
Pers Ser Ot	F8340.12	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	F8340.2	70,751.78	13,515.12	15,000.00	60,000.00	33,400.00	122.66
Contractual	F8340.4	11,905.15	8,554.54	12,000.00	12,000.00	12,000.00	0.00
Equipment Use	F8340.43	15,000.00	0.00	17,500.00	17,500.00	17,500.00	0.00
Total		136,564.13	47,105.29	94,000.00	139,000.00	127,900.00	36.06
Home And Community Services Total		537,196.11	272,546.67	562,500.00	607,500.00	610,900.00	8.60
EMPLOYEE BENEFITS							
EMPLOYEE BENEFITS							
State Retirement	F9010.8	15,000.00	17,500.00	17,500.00	17,500.00	20,000.00	14.28
Social Security	F9030.8	18,768.66	12,342.52	24,000.00	24,000.00	22,500.00	-6.25
Workers Compensation	F9040.8	15,500.00	0.00	16,500.00	16,500.00	16,500.00	0.00
Unemployment Ins	F9050.8	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
Disability Insurance	F9055.8	0.00	42.53	1,000.00	1,000.00	1,000.00	0.00
Hospital & Medical Ins	F9060.8	37,613.15	16,057.89	57,500.00	57,500.00	30,000.00	-47.82
Other Employee Assist Program	F9089.8	350.00	350.00	350.00	350.00	350.00	0.00
Total		87,231.81	46,292.94	118,850.00	118,850.00	92,350.00	-22.29
Employee Benefits Total		87,231.81	46,292.94	118,850.00	118,850.00	92,350.00	-22.29
DEBT SERVICE							
SERIAL BOND							
94 Wtr Principal	F9710.6	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	0.00
Water Tank Principal	F9710.61	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	0.00
94 Wtr Interest	F9710.7	8,125.00	7,175.00	7,175.00	7,175.00	6,225.00	-13.24
Water Tank Interest	F9710.71	3,150.00	2,450.00	2,450.00	2,450.00	1,750.00	-28.57
Total		44,275.00	42,625.00	42,625.00	42,625.00	40,975.00	-3.87
SERIAL BOND							
Backlot Waterline Principa	F9715.6	12,000.00	12,000.00	12,000.00	12,000.00	7,000.00	-41.66

VILLAGE OF PERRY
WATER FUND

2025-2026 DRAFT Water Budget
Page 3 (01/29/2025)

		Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
		2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%
Backlot Waterline Interest	F9715.7	4,850.00	4,250.00	4,250.00	4,250.00	3,775.00	-11.17
Total		16,850.00	16,250.00	16,250.00	16,250.00	10,775.00	-33.69
Water Treatment Plant STIFF							
Water Treatment Plant Stiff	F9730.6	0.00	0.00	0.00	0.00	37,932.00	****.**
Total		0.00	0.00	0.00	0.00	37,932.00	****.**
Debt Service Total		61,125.00	58,875.00	58,875.00	58,875.00	89,682.00	52.32
TOTAL APPROPRIATIONS		710,503.05	408,760.85	815,760.00	860,760.00	847,882.00	3.93

VILLAGE OF PERRY

WATER FUND

2025-2026 DRAFT Water Budget

Page 1 (01/29/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

REVENUES

INTERFUND TRANSFERS

DEPARTMENTAL INCOME

Metered Water Sales	F2140	878,930.21	504,808.38	783,360.00	783,360.00	798,632.00	1.94
Unmetered Water Sales	F2142	6,910.31	6,544.18	5,000.00	5,000.00	5,000.00	0.00
Water Service Charges	F2144	1,050.00	684.81	0.00	0.00	750.00	****,**
Interest & Penalties On Water Rents	F2148	7,016.83	6,010.68	8,000.00	8,000.00	9,000.00	12.50
Total		893,907.35	518,048.05	796,360.00	796,360.00	813,382.00	2.13

INTERGOVERNMENTAL CHARGES

Service For Other Govt	F2378	9,500.00	4,750.00	9,400.00	9,400.00	9,500.00	1.06
Total		9,500.00	4,750.00	9,400.00	9,400.00	9,500.00	1.06

USE OF MONEY AND PROPERTY

Interest & Earnings	F2401	16,166.28	17,341.42	10,000.00	10,000.00	25,000.00	150.00
Reserve	F2401R	4,822.81	2,763.13	0.00	0.00	0.00	0.00
Total		20,989.09	20,104.55	10,000.00	10,000.00	25,000.00	150.00

SALE OF PROPERTY & COMPENSATION FOR

Sale Of Equipment	F2665	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00

MISCELLANEOUS LOCAL SOURCES

Refunds Of Prior Years Expend	F2701	2,632.50	0.00	0.00	0.00	0.00	0.00
Total		2,632.50	0.00	0.00	0.00	0.00	0.00

TOTAL REVENUES		927,028.94	542,902.60	815,760.00	815,760.00	847,882.00	3.93
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Appropriated Reserves	F0511	0.00	0.00	0.00	0.00	0.00	0.00
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APPROPRIATED FUND BALANCE		-216,525.89	-134,141.75	0.00	45,000.00	0.00	0.00
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TOTAL REVENUES & OTHER SOURCES		710,503.05	408,760.85	815,760.00	860,760.00	847,882.00	3.93
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2025-2026 Draft Budget Detail

WATER

F8320.2-Equipment	Lead Inventory	\$	25,000.00
	WTP Front Door	\$	12,000.00
	GAC Filter #3	\$	38,000.00
		\$	75,000.00
F8320.4-Contractual	Lab Samples	\$	15,000.00
	Pumps	\$	7,000.00
	VFDs	\$	12,000.00
	Daily Items	\$	10,000.00
		\$	44,000.00
F8340.2-Equipment	Rentals	\$	9,000.00
	Meters	\$	8,000.00
	Leak Detection	\$	16,400.00
		\$	33,400.00

VILLAGE OF PERRY

SEWER FUND

2025-2026 DRAFT Sewer Budget

Page 1 (01/29/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

APPROPRIATIONS

GENERAL GOVERNMENT SUPPORT

LAW

Personnel Services	G1420.1	4,949.89	3,046.08	4,950.00	4,950.00	4,950.00	0.00
Contractual	G1420.4	3,212.50	2,115.00	4,000.00	4,000.00	4,000.00	0.00

Total		8,162.39	5,161.08	8,950.00	8,950.00	8,950.00	0.00
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ENGINEER

Contractual	G1440.4	9,147.80	11,897.50	10,000.00	10,000.00	15,000.00	50.00
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Total		9,147.80	11,897.50	10,000.00	10,000.00	15,000.00	50.00
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GENERAL GOVERNMENT SUPPORT

Unallocated Ins	G1910.4	22,000.00	28,000.00	28,000.00	28,000.00	30,000.00	7.14
Contingency Account	G1990.4	0.00	0.00	72,726.00	72,726.00	12,505.00	-82.80

Total		22,000.00	28,000.00	100,726.00	100,726.00	42,505.00	-57.80
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General Government Support Total		39,310.19	45,058.58	119,676.00	119,676.00	66,455.00	-44.47
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HOME AND COMMUNITY SERVICES

SEWER ADMIN

Personnel Services	G8110.1	65,000.25	44,451.08	75,000.00	75,000.00	80,000.00	6.66
Equipment	G8110.2	0.00	0.00	0.00	0.00	0.00	0.00
Contractual	G8110.4	3,854.58	2,410.66	7,500.00	7,500.00	7,500.00	0.00

Total		68,854.83	46,861.74	82,500.00	82,500.00	87,500.00	6.06
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SANITARY SEWER

Personnel Services	G8120.11	38,907.49	25,035.77	49,500.00	49,500.00	67,000.00	35.35
Equipment	G8120.2	0.00	0.00	7,500.00	7,500.00	7,500.00	0.00
Contractual	G8120.4	2,596.99	2,061.55	13,000.00	13,000.00	12,000.00	-7.69
Contract Equipment Use	G8120.43	10,000.00	0.00	15,000.00	15,000.00	15,000.00	0.00

Total		51,504.48	27,097.32	85,000.00	85,000.00	101,500.00	19.41
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SEWAGE TREATM DISP

Personnel Services	G8130.1	141,927.55	84,217.88	148,000.00	148,000.00	130,000.00	-12.16
Pers Serv Ot	G8130.11	4,512.24	2,291.31	6,200.00	6,200.00	6,200.00	0.00

VILLAGE OF PERRY

SEWER FUND

2025-2026 DRAFT Sewer Budget

Page 2 (01/29/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

Equipment	G8130.2	82,131.76	0.00	17,600.00	21,300.00	20,000.00	13.63
Contractual	G8130.4	165,192.59	161,435.56	160,000.00	160,000.00	217,800.00	36.12
Contract Utilities	G8130.41	60,592.32	32,171.00	65,000.00	65,000.00	66,000.00	1.53
Wwtp Flooding	G8130.42	189,031.11	0.00	0.00	0.00	0.00	0.00
Total		643,387.57	280,115.75	396,800.00	400,500.00	440,000.00	10.88

Home And Community Services Total		763,746.88	354,074.81	564,300.00	568,000.00	629,000.00	11.46
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EMPLOYEE BENEFITS

EMPLOYEE BENEFITS							
State Retirement	G9010.8	15,000.00	17,500.00	17,500.00	17,500.00	20,000.00	14.28
Social Security	G9030.8	18,663.41	12,378.87	25,000.00	25,000.00	24,000.00	-4.00
Workers Compensation	G9040.8	15,000.00	0.00	16,500.00	16,500.00	16,500.00	0.00
Unemployment Ins	G9050.8	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
Disability Insurance	G9055.8	0.00	42.53	1,000.00	1,000.00	1,000.00	0.00
Hospital & Medical Ins	G9060.8	20,164.42	7,197.20	32,500.00	32,500.00	32,500.00	0.00
Employee Assist Program	G9089.8	350.00	350.00	350.00	350.00	350.00	0.00
Total		69,177.83	37,468.60	94,850.00	94,850.00	96,350.00	1.58

Employee Benefits Total		69,177.83	37,468.60	94,850.00	94,850.00	96,350.00	1.58
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DEBT SERVICE

SERIAL BOND							
Principal	G9710.61	0.00	0.00	0.00	0.00	0.00	0.00
Digestop Cover Principal	G9710.62	0.00	0.00	0.00	0.00	0.00	0.00
Sewer Boiler Principal	G9710.63	0.00	0.00	0.00	0.00	0.00	0.00
Wwtf Improvements Princ	G9710.64	79,280.00	0.00	79,237.00	79,237.00	79,280.00	0.05
Digestop Cover Interest	G9710.72	0.00	0.00	0.00	0.00	0.00	0.00
Sewer Boiler Interest	G9710.73	0.00	0.00	0.00	0.00	0.00	0.00
Interest	G9710.74	0.00	0.00	0.00	0.00	0.00	0.00
Total		79,280.00	0.00	79,237.00	79,237.00	79,280.00	0.05

BAN							
Wwtp Principal	G9730.6	376,625.00	0.00	312,430.00	312,430.00	307,408.00	-1.60
Total		376,625.00	0.00	312,430.00	312,430.00	307,408.00	-1.60

VILLAGE OF PERRY
SEWER FUND

2025-2026 DRAFT Sewer Budget
Page 3 (01/29/2025)

Expenditures/ Revenues 2023-2024	Expenditures/ Revenues to 12/31/2024	Adopted Budget 2024-2025	Modified Budget 2024-2025	Proposed Budget 2025-2026	Percent Change %
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Debt Service Total	455,905.00	0.00	391,667.00	391,667.00	386,688.00	-1.27
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TOTAL APPROPRIATIONS	1,328,139.90	436,601.99	1,170,493.00	1,174,193.00	1,178,493.00	0.68
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**VILLAGE OF PERRY
SEWER FUND**

2025-2026 DRAFT Sewer Budget
Page 1 (01/29/2025)

Expenditures/ Revenues	Expenditures/ Revenues to	Adopted Budget	Modified Budget	Proposed Budget	Percent Change
2023-2024	12/31/2024	2024-2025	2024-2025	2025-2026	%

REVENUES

INTERFUND TRANSFERS

DEPARTMENTAL INCOME

Sewer Rents	G2120	1,024,560.44	626,075.01	1,051,020.00	1,051,020.00	1,051,020.00	0.00
Sewer Charges	G2122	13,249.25	8,349.70	10,000.00	10,000.00	10,000.00	0.00
Interest & Penalties On Sewer Accts	G2128	14,112.34	8,112.41	13,000.00	13,000.00	13,000.00	0.00
Total		1,051,922.03	642,537.12	1,074,020.00	1,074,020.00	1,074,020.00	0.00

INTERGOVERNMENTAL CHARGES

Services For Other Govt	G2374	90,673.15	40,249.51	89,473.00	89,473.00	89,473.00	0.00
Total		90,673.15	40,249.51	89,473.00	89,473.00	89,473.00	0.00

USE OF MONEY AND PROPERTY

Interest & Earnings	G2401	9,922.93	9,291.85	7,000.00	7,000.00	15,000.00	114.28
Reserve	G2401R	8,966.81	5,137.40	0.00	0.00	0.00	0.00
Total		18,889.74	14,429.25	7,000.00	7,000.00	15,000.00	114.28

SALE OF PROPERTY & COMPENSATION FOR

Sale Of Scrap & Excess Materials	G2650	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Recoveries	G2680	214,868.61	0.00	0.00	0.00	0.00	0.00
Total		214,868.61	0.00	0.00	0.00	0.00	0.00

TOTAL REVENUES		1,376,353.53	697,215.88	1,170,493.00	1,170,493.00	1,178,493.00	0.68
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Appropriated Reserves	G0511	0.00	0.00	0.00	0.00	0.00	0.00
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APPROPRIATED FUND BALANCE		-48,213.63	-260,613.89	0.00	3,700.00	0.00	0.00
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TOTAL REVENUES & OTHER SOURCES		1,328,139.90	436,601.99	1,170,493.00	1,174,193.00	1,178,493.00	0.68
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2025-2026 Draft Budget Detail

SEWER

G8130.2-Equipment	UV Bulbs - 5	\$	5,500.00
	Park Ave Pump Rebuild	\$	5,000.00
	Fan for Sludge Drying	\$	9,500.00
		\$	20,000.00
G8130.4-Contractual	Chemical	\$	79,800.00
	Polymer	\$	16,000.00
	Sludge Removal	\$	97,000.00
	Repairs/Maintenance	\$	15,000.00
	Daily Items	\$	10,000.00
		\$	217,800.00

Abstract # 017
Summary by Fund

01/31/2025
10:04:39

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	1,283.93	49,251.10	50,535.03
F	WATER FUND		3,245.23	3,245.23
G	SEWER FUND	3,426.21	11,911.86	15,338.07
HB	LEAD SERVICE LINE REPLACEMENT		524.00	524.00
HF	WATER TREATMENT PLANT PROJECT		34,796.75	34,796.75
Total:		4,710.14	99,728.94	104,439.08

Vouchers #1265 - 1326 were audited by Trustee Kwiecien