



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, March 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 – February 10, 2025, February 18, 2025, and February 24, 2025
 - b. Resolution Appointing Part-Time Police Officer, Jacob Shearing
 - c. Resolution Appointing Part-Time Police Officer, Tanner Lampson
 - d. Resolution Appointing Full-Time Police Officer, Zachary Tucker
 - e. Resolution Authorizing Budget Amendment to the 2024-2025 Village Budget
 - f. Resolution Approving Application for Base Rate Waiver for Vacant Units
 - g. Resolution Approving Waiver of Sewer Charges for 48 Borden Ave
 - h. Resolution Approving Waiver of Late Fees for 18 Walnut St
 - i. Resolution Approving Credit of Base Rates to 26 Fruit St
 - j. Resolution Approving Proposal from MRB Group for Grant Writing Services for the 2025 Wastewater Infrastructure Engineering Planning Grant Application
 - k. Resolution of Support & Authorization for the 2025 Wastewater Infrastructure Engineering Planning Grant Application
 - l. Resolution Approving Request from the Perry Main Street Association
 - m. Resolution Approving Submission of Parks & Trails New York Trail Town Grant
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Report
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 10, 2025**

A special board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:00 pm on the 10th day of February 2025 for a 2025-2026 budget workshop.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Joel Bouchard	Trustee
	Richard Muolo	Trustee
ALSO PRESENT:	Christina Slusser	Village Clerk
	Steve Deaton	DPW Superintendent
	David Spink	Fire Chief
ABSENT:	Robin Kwiecien	Trustee
	Samantha Marcy	Administrator

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

2025-2026 DRAFT BUDGET WORKSHOP

Department heads were invited to discuss additional items/purchases for consideration in the next fiscal year.

Steve Deaton, DPW Superintendent, spoke on the following:

A5110.2- Street Maintenance	F250 Work Truck	\$ 35,000.00
	<u>Maintenance/rentals</u>	<u>\$ 18,000.00</u>
		\$ 53,000.00
A7110.2-Parks Equipment	Dump Trailer	\$ 10,000.00
	<u>Vehicle/Equipment maint.</u>	<u>\$ 3,000.00</u>
		\$ 13,000.00
A7110.4-Parks Contractual	Bridge/Memorial Park	\$ 22,000.00
	Fence repairs	\$ 7,000.00
	General expenses	\$ 18,000.00
	Ball sand/field maintenance	\$ 5,500.00
	<u>Field conditioner</u>	<u>\$ 2,000.00</u>
		\$ 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

David Spink, Fire Chief, spoke on the following:

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

Mayor Hauser questioned the necessity of \$75,000 for Village Hall renovations with the expectation of renovations as part of the DRI. Trustee Lapiana recommended keeping at least \$15-20,000 in the renovation budget for asbestos abatement.

At 8:19 pm, Trustee Lapiana made a motion to adjourn the meeting which was seconded by Trustee Muolo and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 18, 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 18th day of February 2025.

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

In Mayor Hauser's absence, Trustee Bouchard called the meeting to order at 7:30 pm and led in the Pledge of Allegiance.

PUBLIC COMMENT

No comments.

MINUTES

Trustee Muolo made a motion to approve the minutes from February 3, 2025 which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION ACCEPTING RESIGNATION OF POLICE OFFICER, DAVID MUELLER

WHEREAS, Officer David Mueller has tendered his resignation from the position of Police Officer effective February 1, 2025; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the resignation of Officer Mueller and wishes him well with future endeavors.

Trustee Muolo made a motion to adopt the resolution accepting the resignation of Officer Mueller which was seconded by Trustee Kwiecien and carried unanimously.

RESOLUTION APPROVING THE WYOMING COUNTY YMCA SUMMER RECREATION PROGRAM PROPOSAL

WHEREAS, the Parks Committee is recommending partnering with the Wyoming County YMCA for the summer recreation program; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the service proposal from the Wyoming County YMCA for the Village of Perry Summer Recreation Program and approves the one-time payment of \$2,500 for the 2025 program; and

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

Trustee Muolo made a motion to adopt the resolution approving the Wyoming County YMCA Summer Recreation Proposal which was seconded by Trustee Bouchard and carried unanimously.

RESOLUTION APPROVING PERRY GATEWAY SIGN AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF PERRY AND PERRY MAIN STREET ASSOCIATION

WHEREAS, Perry Main Street Association has been working with Sign Language Inc. to produce and install four new gateway signs; and

WHEREAS, within the Perry Gateway Sign Agreement, the Village of Perry agrees to remove the old signs and posts; and

WHEREAS, within the Memorandum of Understanding, the Village of Perry agrees to take ownership and to provide insurance coverage of the four gateway signs; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Perry Gateway Sign Agreement and authorizes the Mayor to sign; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Memorandum of Understanding and authorizes the Mayor to sign.

Trustee Muolo made a motion to adopt the resolution approving the Perry Gateway Sign Agreement and MOU which was seconded by Trustee Kwiecien and carried with all voting aye.

2025-2026 DRAFT VILLAGE BUDGET REVIEW

The Village Administrator provided an updated copy of the draft budget. Based on conversations at the last meeting, \$50,000 was removed for Village Hall renovations from the general fund. Water and Sewer funds are unchanged.

CLERK/DEPUTY TREASURER REPORT

Abstract # 018
Summary by Fund02/13/2025
18:47:04

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	1,604.53	50,294.00	51,898.53
F	WATER FUND	1,022.99	10,050.55	11,073.54
G	SEWER FUND	110.36	13,023.07	13,133.43
HF	WATER TREATMENT PLANT PROJECT		155.25	155.25
HS	CAPITAL PROJECT - SEWER IMPROV		207.00	207.00
JA	SILVER LAKE WATERSHED COMMISSI		55.85	55.85
TA	TRUST & AGENCY		1,428.00	1,428.00
Total:		2,737.88	75,213.72	77,951.60

Vouchers were audited by Trustee Kwiecien. Trustee Bouchard made a motion to approve payment of abstract #18, vouchers #1327-1416 in the amount of \$77,951.60 which was seconded by Trustee Muolo and carried with all voting aye.

DEPARTMENT/COMMITTEE REPORTS

The following reports were provided for review: January Revenue and Expense Reports and NYCLASS Statement; and the following department reports: Village Administrator, Department of Public Works, Water Department, Sewer Department, Police Department, and Property Maintenance.

TRUSTEE REPORTS

Trustee Muolo is attending the "Paint your Village Green" meeting on Friday, February 21st at 9:30 am.

The next meeting is scheduled for Monday, February 25th at 7:00 pm to review the village audit reports.

With no further business, motion to adjourn was made by Trustee Muolo at 7:56 pm which was seconded by Trustee Kwiecien and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 24, 2025**

A special board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:00 pm on the 24th day of February 2025 for the purpose of reviewing the 2023-2024 fiscal year audit.

PRESENT:	Rick Hauser Arlene Lapiana Joel Bouchard Richard Muolo	Mayor Trustee Trustee Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
ABSENT:	Robin Kwiecien Christina Slusser	Trustee Village Clerk
GUESTS:	Justin Bentley	Allied CPAs, PC – Partner

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

2023-2024 FISCAL YEAR REVIEW

Justin Bentley, Partner at Allied CPAs, PC, has been performing the village's audits for the past three years and stated that staff is very helpful and willing to provide documents, the records are clean, and it's a nice working environment. Allied CPAs, PC issued a clean opinion for the 2023-2024 fiscal year which is the highest level of assurance.

A few highlights that were discussed from the audit review included:

- The village has had an overall increase of \$2,421,826 in net position year over year which is an indication of health and viability of the village.
- The general fund balance increased \$392,456, the water fund balance increased \$216,529, and the sewer fund balance increased \$48,413.
- A single audit is required to be performed if a municipality receives over \$750,000 in federal funds. The village qualified as a low-risk auditee since single audits were performed over the past two years and have received a clean opinion each time.

At 7:47 pm, Trustee Lapiana made a motion to adjourn the meeting which was seconded by Trustee Muolo and carried.

Respectfully submitted,
Samantha Marcy, Village Administrator



RESOLUTION APPOINTING PART-TIME POLICE OFFICER, JACOB SHEARING

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

WHEREAS, Chief Grover is requesting the hiring of Mr. Jacob Shearing 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. Jacob Shearing as a part-time Police Officer with a starting hourly rate of \$24.62 pending Wyoming County Civil Service approval and satisfactory background checks.



RESOLUTION APPOINTING PART-TIME POLICE OFFICER, TANNER LAMPSON

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

WHEREAS, Chief Grover is requesting the hiring of Mr. Tanner Lampson 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. Tanner Lampson as a part-time Police Officer with a starting hourly rate of \$24.62 pending Wyoming County Civil Service approval and satisfactory background checks.



RESOLUTION APPOINTING FULL-TIME POLICE OFFICER, ZACHARY TUCKER

WHEREAS, there is a vacancy for a Full-Time Police Officer due to a recent resignation; and

WHEREAS, Chief Grover is requesting the hiring of Officer Zachary Tucker as a Full-Time Police Officer; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the hiring of Officer Zachary Tucker as a full-time, benefit eligible, Police Officer with a starting hourly rate of \$27.49 effective March 10, 2025.



RESOLUTION AUTHORIZING BUDGET AMENDMENT TO THE 2024-2025 VILLAGE BUDGET

WHEREAS, the Village Administrator is proposing the following Budget Amendment to appropriately record insurance recoveries for damage to Fire Department gear and increase the expense for replacement for the 2024-2025 fiscal year:

Debit:	A2680 (Insurance Recoveries)	\$1,070.00	
Credit:	A3410.2 (Fire – Equipment)		\$1,070.00

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to make the above budget amendment 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 APPLICATION FOR BASE RATE WAIVER FOR VACANT UNITS

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

WHEREAS, an application has been received for the property located at 57 Gardeau Street and the inspection has been completed by the Water Department; and

WHEREAS, the Public Works Committee has reviewed the application and is recommending approval; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the waiver for 57 Gardeau Street per the Policy of Waiving Base Rate Charges for Vacant Units.



RESOLUTION APPROVING WAIVER OF SEWER CHARGES FOR 48 BORDEN AVE

WHEREAS, the Village of Perry received a request from the owner of 48 Borden Ave to waive the sewer charges due to a burst shower faucet that caused 75,000 gallons of water to flood the basement; and

WHEREAS, average usage for this property for the previous two years is 6,000 gallons per quarter; and

WHEREAS, the Water Department confirmed that the water was removed by the sump pump and did not pass through the Village's sewer system; and

WHEREAS, the Public Works Committee has reviewed the request and is recommending waiving 69,000 gallons of sewer charges and any late fees that may occur on the 69,000 gallons while reviewing the request; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the waiver of sewer charges for 69,000 gallons totaling \$579.60 and late fees on the 69,000 gallons for 48 Borden Ave and authorizes the Village Clerk or designee to adjust the account.

STAFF REPORT

From: Amanda Bouchard

To: DPW Committee

Date: February 12th, 2025

Re: Petition to Waive Sewer Charges and Sewer Penalties



This staff report reviews a request to waive sewer charges and sewer penalties for 48 Borden Ave. (Acct# 12395)

Sean Davis: Burst Shower Faucet – A request was received on 1/22/2025 from Sean Davis, owner of 48 Borden Ave. A burst shower faucet caused thousands of gallons of water to flow through duct work into the basement of the house while the owner was out of town for work. This resulted in billed usage of 75,000 gallons and total charges of \$1,044.25.

On 1/17/2025 while reviewing consumption for the current month's Water & Sewer bills, it was noticed that Mr. Davis's property had consumed 75,000 gallons of water. In a previous conversation with Mr. Davis regarding a mail return, he explained he often works out of town, so the Clerk's office reached out to inquire if he was home and was aware of the high usage. Mr. Davis stated he was currently out of town and was not aware of any reason for the usage to be that high. Mr. Davis was able to reach a friend to check on the house where it was discovered that a shower faucet had burst. On 1/22/2025 the Clerk's Office received a request from Mr. Davis explaining that due to the extreme cold, the shower faucet burst causing a continuous leak into the bathroom and into the heating duct. The heating duct led to the basement where it collapsed from the weight of the water. The water then leaked into the basement where it was removed by the sump pump and did not pass through the sewer. On 2/7/2025 Mr. Davis called the Clerk's Office to follow up on the request he submitted. Concerned that the due date will take place prior to the request being reviewed, and because the balance is so high, Mr. Davis asked if penalties on the sewer charges could also be waived so that he can focus on taking care of the remainder of the balance.

Request

Considering the average usage per quarter for the previous two years was 6,000 gallons, and a large portion of the water was removed via the sump pump and did not pass through the sewer, the request is to waive \$579.60, 69,000 gallons worth of sewer charges, and to waive any sewer penalties that accrue while waiting for the request to be reviewed leaving Mr. Davis with a balance of \$464.65.



RESOLUTION APPROVING WAIVER OF LATE FEES FOR 18 WALNUT ST

WHEREAS, the Village of Perry received a request from the owner of 18 Walnut St to waive the late fees on his water and sewer account totaling \$25.36; and

WHEREAS, the owner of 18 Walnut St stated that he dropped off his payment in the drop box on the due date, December 31, 2024, around 10:00pm; and

WHEREAS, payment was received in the Clerk's Office on January 2, 2025, and penalties were applied; and

WHEREAS, the Public Works Committee has reviewed the request and is recommending waiving the late fees since the water and sewer bills do not explicitly state mailbox payments are due by 5pm; and

WHEREAS, the Village Clerk's Office has been working on language that mailbox payments are accepted by 5pm on the due date so this issue does not arise in the future; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the waiver of late fees totaling \$25.36 for 18 Walnut St and authorizes the Village Clerk or designee to adjust the account.

STAFF REPORT

From: Amanda Bouchard

To: DPW Committee

Date: January 15th, 2025

Re: Petition to Waive Penalties



This staff report reviews a request to waive penalties for 18 Walnut St. (Acct# 21019)

John Lapiana: Penalty – Payment was received in the overnight drop box on January 2nd, 2025, after the due date of December 31st, 2024. As a result, penalties in the amount of \$25.36 were applied.

On 1/3/2025, the Clerk's Office received a call from John Lapiana, owner of 18 Walnut St., inquiring why his account showed a balance of \$25.36. It was explained that because the payment was received after the due date, penalties were applied. Mr. Lapiana said he put the payment in the drop box on the due date and felt it should be considered on time. On 1/6/2025, the Clerk's Office received a request from Mr. Lapiana asking to remove \$25.64 in late fees. Mr. Lapiana explains that he was in the hospital between December 25th and December 30th and the payment was put in the Clerk's Overnight Drop Box on the due date of 12/31/2024 between 9:50 and 10:00 pm.

The Clerk's Office checks for items in the drop box daily. Water & Sewer payments received in the drop box are applied as paid on the current business day.

Summary:

The quarterly bill for 18 Walnut St. (Acct# 21019) was mailed to John Lapiana at 18 Walnut St. Perry, NY 14530 on 11/27/2024 with a due date of 12/31/2024. Payment was received in the Clerk's Overnight Drop Box and applied to Mr. Lapiana's account on 1/2/2025. The Clerk's Office is unable to locate a policy or language in the local law regarding a waiver of Water & Sewer penalties related to the overnight drop box and is forwarding the request to the DPW Committee for consideration.



RESOLUTION APPROVING CREDIT OF BASE RATES TO 26 FRUIT STREET

WHEREAS, the Village of Perry received a request from the owner of 26 Fruit St requesting a credit for base rate charges since the property is a single family residence and has been receiving two base rate charges since August 2023; and

WHEREAS, on June 1, 2023, the Village started implementing base rates for each unit and 26 Fruit St was listed on the assessment rolls as a multi-family home; and

WHEREAS, per the owner statement, 26 Fruit St was converted to a single-family home four years ago and per village records, two water meters were removed on November 3, 2020; and

WHEREAS, the Village Clerk confirmed with the assessor that the classification for the property has changed to a single family home; and

WHEREAS, the Public Works Committee has reviewed the request and is recommending crediting the owner of 26 Fruit St for 6 quarters of base rates for one unit totaling \$618.00; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the credit totaling \$618.00 for 26 Fruit St and authorizes the Village Clerk or designee to adjust the account.

STAFF REPORT

From: Christina Slusser, Village Clerk

To: DPW Committee/Village Board

Date: 2/19/2025

Re: Customer Request to Credit Base Rate Charges



This staff report reviews the request to credit base rates charges for Tim Cipolla, owner of 26 Fruit Street.

Tim Cipolla: Conversion of Multi-Family to Single Family – Tim Cipolla contacted the clerk’s office regarding the multi-unit status of 26 Fruit Street. Mr. Cipolla was being charged for 2 base rates but indicated that the house was converted from a 3-family to a single family home years ago.

On 11/3/2020, the water department removed 2 water meters, leaving a single meter for the whole house which aligns with the owner’s statement.

The village clerk confirmed with the assessor that the classification was changed on the 2024 assessment roll, but no exact date could be given; it could be anywhere from 7/1/2023 to 3/1/2024, according to the assessor.

The ledger attached shows that we billed for 2 units from 8/2023 to 11/2024 (6 quarters). Effective for the next billing date (2/2025), the charges will be for 1 unit.

In Summary: 26 Fruit St. was converted from a multi-family home to a single family home but no exact date can be determined. The property owner requests a credit for the overcharge of base rates for water and sewer.

Request: The request is for the DPW Committee to review the customer’s letter and information provided by staff and indicate if there is cause for adjustment and which option is preferred.

Options:

Credit the extra base rate for 6 quarters, back to 8/31/2023, the start of implementing multi-unit charges.

$$\$103 \times 6 \text{ quarters} = \$618.00$$

Credit the extra base rate for 4 quarters, back to the most recent date that can be verified by the assessor.

$$\$103 \times 4 \text{ quarters} = \$412.00$$



RESOLUTION APPROVING PROPOSAL FROM MRB GROUP FOR GRANT WRITING SERVICES FOR THE 2025 WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT APPLICATION

WHEREAS, MRB Group has provided a proposal for grant writing services for the 2025 Wastewater Infrastructure Engineering Planning Grant Application; and

WHEREAS, the EPG grant can assist the Village in preparing a Preliminary Engineering Report to evaluate the options for the Wastewater Treatment plant outfall structure and assist with seeking funding for design and construction; and

WHEREAS, the maximum grant available is \$50,000 with a \$10,000 required match by the municipality; and

WHEREAS, the fee to prepare and file the application would be \$3,000.00; and

BE IT RESOLVED, that the Village Board of Trustees hereby approves the proposal from MRB Group in an amount of \$3,000.00 and authorizes the Mayor to sign the proposal.

February 10, 2025

Hon. Rick Hauser, Mayor
Village of Perry
46 N. Main Street
Perry, New York 14530

Re: Proposal for Professional Services

Village of Perry – Grant Writing Services

2025 Wastewater Infrastructure Engineering Planning Grant Application

Dear Mayor Hauser,

Thank you for the opportunity to submit a proposal to assist the Village with grant writing services through the Environmental Facilities Corporation's (EFC) 2025 Wastewater Infrastructure Engineering Planning Grant (EPG) Program. The EPG can provide funds to assist the Village in preparing a Preliminary Engineering Report (PER) to complete a study evaluating different options for the rehabilitation or replacement of the Village's WWTP outfall structure. The PER could then be used to seek further funding for the design and construction of improvements necessary to address the issues with the outfall identified in the PER.

I. Project Overview

The Village has recently completed an improvement project at their WWTP, which includes the addition of effluent disinfection and other necessary upgrades to improve effluent water quality. Due to the anticipated costs of this project, the plant's outfall was not examined during the previous evaluation. The Village has experienced problems with the location of the outfall for some time as access is limited due to steep terrain and trees that line the area. Operator safety during routine inspection and maintenance of the structure is also a concern. While a bank stabilization project was completed in 2004, the outfall structure itself was constructed in 1970 with the plant, and a break in the original piping required an emergency repair in 2021.

The guidance for the program was released on January 15, 2025; the maximum grant amount available for an EPG is \$50,000 for wastewater infrastructure projects with a 20% required match by

the municipality. In other words, the EPG program will fund up to a \$60,000 PER, comprised of a \$50,000 grant and a \$10,000 local match from the Village. If successful, the program will provide funds to study problem areas and conduct field investigations, such as survey and geotechnical evaluations of Silver Lake Outlet, and prepare a PER. Once the study is complete, the PER will be prepared to summarize the findings and recommended actions and can be used to apply for implementation funds.

II. Scope of Services and Compensation

Working with the Village, MRB Group will prepare the application for an EPG. The grant application is due April 11, 2025, by 5 PM in the EFC Portal.

Total Compensation \$3,000.00

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. Grant administration.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Standard Terms and Conditions

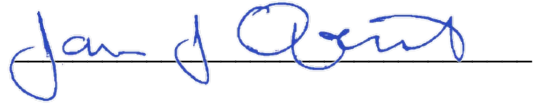
Attached hereto and made part of this Agreement is MRB Group's Standard Terms and Conditions.

We appreciate the continued opportunity to work with the Village of Perry. If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this very important project.

Sincerely,



William Davis
Director of Water Resources Engineering



James J. Oberst, P.E., LEED AP
Executive Vice President/COO

Proposal Accepted By:

Signature

Title

Date

<https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Perry, Village/2025 EPG Grant Writing/V Perry 2025 EPG Grant Writing.docx>

**MRB GROUP, ENGINEERING, ARCHITECTURE,
SURVEYING, D.P.C.****AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS****A. TERMINATION**

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.



**RESOLUTION OF SUPPORT & AUTHORIZATION FOR THE 2025 WASTEWATER INFRASTRUCTURE
ENGINEERING PLANNING GRANT APPLICATION**

WHEREAS, Village of Perry, supports the submission of a 2025 Wastewater Infrastructure Engineering Planning Grant (EPG) application on behalf of the Village, to conduct a study of its Wastewater Treatment Plant outfall structure; and

WHEREAS, the New York State Environmental Facilities Corporation (EFC), provides a competitive statewide reimbursement grant program to assist in the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects; and

WHEREAS, The Village of Perry meets the municipal median household income thresholds for EPG eligibility; and

WHEREAS, if funding is received it will allow the Village of Perry to prepare a preliminary engineering report to investigate the Wastewater Treatment Plant outfall structure and recommend solutions, enabling the Village to seek further financing for construction through the CWSRF program to advance the required water quality improvements;

NOW THEREFORE BE IT RESOLVED, the Village Board, on behalf of the Village, identifies the Village Mayor as the authorized representative for the project, able to execute necessary documents relative to and as required for this application; and

BE IT FURTHER RESOLVED, the Village Board does hereby authorize and obligates local matching funds of the minimum 20% of the total grant funding awarded in the form of in-kind services or cash contribution hereby appropriated from the sewer fund; and

BE IT FURTHER RESOLVED, that the Village of Perry, recognizes and fully supports the submission of the 2025 EPG grant application by MRB Group for investigation into the Wastewater Treatment Plant.



WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT (EPG) APPLICATION CERTIFICATION

On behalf of the Applicant, I apply for a grant through the Wastewater Infrastructure Engineering Planning Grant (EPG) program for the project described in this application. By signing this application, I certify and agree on behalf of the Applicant and its governing body that all of the information contained in this application, in other statements and exhibits attached hereto or referenced herein, and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving the EPG grant for the project(s) described herein, are true, correct and complete to the best of my knowledge and belief.

Further, I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

(Signature of Authorized Representative)

(Date)

(Authorized Representative Name and Title)

(Applicant Name)



RESOLUTION APPROVING REQUEST FROM THE PERRY MAIN STREET ASSOCIATION

WHEREAS, the Village has received a request from the Perry Main Street Association for funding towards the 2025 Events Brochure in an amount of \$925; and

BE IT RESOLVED, the Village of Perry Board approves the donation request for \$925 and directs the Village Clerk to submit a voucher for payment.



Perry Main Street Association, Inc.
PO Box 186
Perry, NY 14530

RECEIVED

FEB 26 2025

Village of Perry
Perry, New York

Perry Village Board
Village Hall
46 N. Main St.
Perry, NY 14530

Tuesday, February 25, 2025

Re: Funding Support for 2025 Events Brochure

Dear Members of the Village Board:

Thank you for all of the work you do for the benefit of the community.

On behalf of the Perry Main Street Association (PMSA), I'm writing in regards to the 2025 Perry Events Brochure coordinated by Meghan Hauser.

PMSA is asking the Village to support this project by contributing \$925 towards the printing of 5,000 brochures for 2025. This year, the printing costs have increased slightly to \$0.42/piece, with expert design and layout services donated by J.N. White, and all information gathering and distribution being handled by volunteers.

By providing a comprehensive year-long view of events and happenings in our area, this brochure is enjoyed by both residents and tourists alike. Your support, along with the support of the Town of Perry and other local contributors, will ensure that Perry continues to have well attended events that help drive our local economy.

If the Village of Perry is able to support this request, please direct funds to:

Payee: Perry Farmers' Market; Memo line: Perry Events Brochure
c/o Town of Perry, PO Box 205, Perry, NY 14530

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Sean Valdes".

Sean Valdes
Chairperson, Perry Main Street Association
Branch Manager, Tompkins Community Bank



RESOLUTION APPROVING SUBMISSION OF PARKS & TRAILS NEW YORK TRAIL TOWN GRANT

WHEREAS, the Perry Main Street Association and the Village of Perry are interested in submitting a grant application for the Parks & Trails New York Trail Town Grant for trail and park amenities; and

WHEREAS, if awarded, the Village of Perry would take ownership of the infrastructure, assist with in-kind support through labor and insurance contributions, and provide ongoing maintenance; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approves the submission of the Parks & Trails New York Trail Town Grant not to exceed \$15,000.00 and authorizes the Mayor to submit a letter of support.

Abstract # 019
Summary by Fund

02/28/2025
11:51:12

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	440.64	41,763.25	42,203.89
F	WATER FUND	259.14	19,482.56	19,741.70
G	SEWER FUND	37.99	14,878.56	14,916.55
H	CAPITAL PROJECTS FUND		14,661.50	14,661.50
HE	CDBG STORMWATER IMPROVEMENTS P		230.00	230.00
HF	WATER TREATMENT PLANT PROJECT		55,463.50	55,463.50
JA	SILVER LAKE WATERSHED COMMISSI	37.99		37.99
Total:		775.76	146,479.37	147,255.13

Vouchers #1417 - 1481 were audited by Trustee Bouchard.