



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, April 7, 2025 • 7:30 PM

Village Board Room • 46 N Main Street, Perry, NY 14530

1. Open Meeting and Pledge of Allegiance
2. Oath of Office – Elected Officials
3. Public Comment
 - a. Suzie Carlson – Proposed Dog Park
 - b. Public Hearing at 7:45pm on a Local Law to Override the Tax Levy Limit
 - c. Public Hearing at 8:00pm on the [2025-2026 Tentative Budget](#)
4. Presentations & Board Actions
 - a. Approval of Minutes – March 17, 2025
 - b. Approval of Organizational Resolutions
 - c. Resolution Accepting Resignation of Planning Board Member, Christa McIntyre
 - d. Resolution Authorizing Road Closure for Memorial Day Parade
 - e. Resolution Approving Contract for Legal Services
 - f. Resolution Approving the Home Rule Request for Senate Bill No. S6349 and Assembly Bill No. A7354
 - g. Resolution Overriding the Property Tax Levy Limit
5. Clerk/Deputy Treasurer's Report
6. Department/Committee Report
7. Trustee Reports
 - a. Planning/Zoning Committee – Adding language to Property Maintenance code Chapter 465-16: Penalties for Offenses to allow for a weekly assessment of fees.
 1. Proposed language to include: "Each week's continued violation shall constitute a separate violation."
8. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
MARCH 17, 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 17th day of March 2025.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Richard Muolo	Trustee
	Robin Kwiecien	Trustee
ALSO PRESENT:	Christina Slusser	Village Clerk
	Samantha Marcy	Administrator
ABSENT:	Joel Bouchard	Trustee
GUESTS:	David Spink	Fire Chief
	Lorraine Sturm	Perry Herald

Mayor Hauser called the meeting to order at 7:30 pm and led in the Pledge of Allegiance. Mayor Hauser thanked Trustee Kwiecien for stepping up to serve on the board, as this is expected to be her last meeting.

PUBLIC COMMENT

No comments.

MINUTES

Trustee Lapiana made a motion to approve the minutes for March 3, 2025 which was seconded by Trustee Muolo and carried unanimously.

RESOLUTION APPOINTING SEASONAL LABORER STEVEN FULLER

WHEREAS, Mr. Steven Fuller has been employed with the Village's Parks Department since June 2020; and

WHEREAS, the Superintendent of Public Works is requesting the appointment of Mr. Fuller for the 2025 season; and

BE RESOLVED, that the Perry Village Board of Trustees hereby appoints Mr. Steven Fuller as a Seasonal Laborer designated to the Parks Department at a rate of \$20.52 per hour effective March 24, 2025.

Trustee Muolo made a motion to adopt the resolution appointing seasonal laborer Steven Fuller which was seconded by Trustee Lapiana and carried with all voting aye.

RESOLUTION ACKNOWLEDGING AND APPROVING PERRY FIRE DEPARTMENT NOMINATIONS AND ELECTIONS

WHEREAS, the Perry Fire Department Chief has provided the Village with a list of nominations for review for the Fire Department Elections on April 1, 2025; and

Chief – David Spink

1st Assistant Chief – Mason Hinsken

2nd Assistant Chief – David Laraby

Sr. Captain – Dylan Hinsken, Robert Brundage

Jr. Captain – Dylan Hinsken, Robert Brundage

1st Lieutenant – Dakota Spink, James Clark,

2nd Lieutenant – Christopher Jurek, William Knapp, James Clark

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby acknowledges and approves the nominations for the Perry Fire Department Elections to be held on April 1, 2025.

Trustee Kwiecien made a motion to adopt the resolution acknowledging and approving the Perry Fire Department nominations which was seconded by Trustee Lapiana and carried with all voting aye.

RESOLUTION APPROVING PERRY FIRE DEPARTMENT LADIES AUXILIARY RESERVATION REQUEST

WHEREAS, the Perry Fire Department Ladies Auxiliary is organizing the annual Sea Serpent Softball Tournament on July 18 – July 20, 2025; and

WHEREAS, the Parks Committee is suggesting waiving the fee for the softball fields for the Sea Serpent; and

WHEREAS, the Perry Fire Department Ladies Auxiliary will be responsible for direct costs of materials used during the Sea Serpent; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the Perry Fire Department Ladies Auxiliary reservation request; and

BE IT FURTHER RESOLVED, the Village of Perry Board approves waiving the fee for the fields for the Perry Fire Department Ladies Auxiliary Sea Serpent Tournament.

Trustee Lapiana made a motion to approve the Perry Fire Department Ladies Auxiliary request which was seconded by Trustee Muolo and carried unanimously.

RESOLUTION APPROVING SHAKE ON THE LAKE RESERVATION REQUEST

WHEREAS, the Parks Committee has reviewed the request from Shake on the Lake; and

WHEREAS, Shake on the Lake is requesting to reserve the Public Beach on Friday, August 1st and Saturday August 2nd for their summer performance; and

WHEREAS, the Parks Committee is suggesting waiving the fee for the Public Beach; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the Shake on the Lake reservation request; and

BE IT FURTHER RESOLVED, the Village of Perry Board approves waiving the fee for the Shake on the Lake for August 1st and August 2nd.

Trustee Muolo made a motion to approve the request from Shake on the Lake which was seconded by Trustee Kwiecien and carried with all voting aye.

RESOLUTION APPROVING ANNUAL SOFTWARE SUPPORT CONTRACT FOR WATER/SEWER SOFTWARE AND WQP/EMAIL BILLING SOFTWARE CONTRACT WITH WILLIAMSON LAW BOOK COMPANY

WHEREAS, the Village of Perry uses Williamson Law Book Company for our Water and Sewer Billing Software and QuickPay/Email Billing Software; and

WHEREAS, both agreements are annual from April 1, 2025 until March 31, 2026; and

WHEREAS, the annual cost of the Water/Sewer Billing Software is \$1,667.00; and

WHEREAS, the annual cost of the Water/Sewer QuickPay/Email Billing Software is \$837.00; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approve the annual water and sewer billing software contract in the amount of \$1,667.00 and the QuickPay software contract in the amount of \$837.00 from April 1, 2025 until March 31, 2026.

Motion was made by Trustee Lapiana approving the annual software contracts for water/sewer and WQP/email billing. Trustee Kwiecien seconded the motion and it was carried unanimously.

RESOLUTION APPROVING SUBMISSION OF RALPH C. WILSON, JR. TRAILS MAINTENANCE FUND GRANT

WHEREAS, the Village of Perry in partnership with the Trail Stewards and Perry Main Street Association are interested in submitting a grant application for the Ralph C. Wilson, Jr. Trails Maintenance Fund for lighting, fencing, and other Silver Lake Trail enhancements; and

WHEREAS, if awarded, the Village of Perry would provide the 50% match, 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 Ralph C. Wilson, Jr. Trails Maintenance Fund not to exceed \$40,000.00.

The village has \$10,000 from NYSEDA for LED lighting. The remaining match requirement would come from the parks budget. Trustee Lapiana made a motion to approve the submission of the Ralph C. Wilson Trails Maintenance Fund Grant. Trustee Muolo seconded the motion and it was carried with all voting aye.

RESOLUTION WAIVING VACANT BUILDING REGISTRY FEES FOR S FEDERAL STREET (TAX MAP NO. 100.7-3-23.1)

WHEREAS, the Village of Perry had previously sent a vacant building application to the owners of the property located on S. Federal Street (tax map no. 100.7-3-23.1) and no response was received so charges began accruing per the fee schedule in 2022; and

WHEREAS, per section 465-22F of the Village Law, *"All delinquent fees shall be paid by the owner prior to any transfer of an ownership interest in any vacant building. If the fees are not paid prior to any transfer, the new owner shall pay the annual fee no later than 30 days after the transfer of ownership, and subsequent annual fees shall be due on the new anniversary date."*; and

WHEREAS, the intent of the law is to encourage owners of chronically vacant buildings to renovate or sell their properties; and

WHEREAS, in October 2024, the property was sold to South Federal Mill LLC, and the outstanding invoice was not paid by the previous owner; and

WHEREAS, the Village Board can waive the charges by the previous owner for the property located at S. Federal St (tax map no. 100-7-3-23.1) and allow the new owners an opportunity to fill out the vacant property application with their plans for the property; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves waiving the charges incurred by the previous owner and allow South Federal Mill LLC the opportunity to provide a completed application.

Mayor Hauser added that the property on South Federal Street sold without the previous owner paying the fees and the board can determine if the fees must transfer to the new owner or as a board, waive them. The rationale is that the intent of the vacant building registry is to move properties along if the owner is not investing in them, encouraging either investment or considering selling. By that rationale, if that mission is accomplished, the law has served its purpose. Going forward, vacant building fees will be relieved if unpaid.

Trustee Lapiana made a motion to waive vacant building registry fees for South Federal Street which was seconded by Trustee Muolo and carried with all voting aye.

RESOLUTION AUTHORIZING SILVER LAKE WATERSHED COMMISSION PURCHASE

WHEREAS, the Silver Lake Watershed Commission is considering purchasing an actuator for the dam gates; and

WHEREAS, the dam gates had an actuator prior but were not replaced when the new gates were installed in 2020; and

WHEREAS, an actuator is a tool used to open and close the gates quicker to avoid long periods of time where unnecessary water is escaping and there are more opportunities for debris to get stuck in the gates; and

WHEREAS, the actuator has an additional safety feature to avoid overtightening the gates; and

WHEREAS, when last quoted, the cost for the actuator was \$14,402.00 and the balance in the Silver Lake Watershed account as of 2/28/2025 was \$94,746.99; and

WHEREAS, due to the large purchase, the members of the Silver Lake Watershed Commission approved the purchase contingent upon each municipal board's approval; and

WHEREAS, the Public Works Committee has reviewed the request and is recommending approval of the purchase; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the Silver Lake Watershed Commission's purchase of the actuator for the dam gates.

Trustee Kwiecien made a motion to adopt the resolution authorizing the Silver Lake Watershed Commission Purchase. This motion was seconded by Trustee Lapiana and carried unanimously.

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:	A1910.4 (Unallocated Insurance)	\$10,423.44	
Decrease:	A1440.4 (Engineer – Contractual)		\$10,423.44
Increase:	A5110.11 (Street Maintenance - Overtime)	\$10,031.05	
Increase:	A5132.11 (Garage – Overtime)	\$766.56	
Decrease:	A5110.12 (Street Maintenance – Seasonal)		\$10,797.61

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.

The Village Administrator noted that most of the overtime was from snow plowing. Trustee Lapiana made a motion to adopt the resolution authorizing budget transfers to the 2024-2025 village budget which was seconded by Trustee Kwiecien and carried unanimously.

RESOLUTION SETTING A PUBLIC HEARING ON A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT

WHEREAS, the Village Board of the Village of Perry is considering a Local Law that would override the tax levy limit established in General Municipal Law 3-c; and

WHEREAS, the Village Board would like to hear from residents about the proposed Local Law; and

NOW THEREFORE BE IT RESOLVED, the Village Board of the Village of Perry hereby establishes a public hearing for the proposed Local Law to be held on April 7, 2025 at 7:45 pm at the Perry Village Hall located at 46 North Main Street Perry, NY 14530; and

BE IT FINALLY RESOLVED, the Village Clerk is directed to provide notice of said public hearing.

Trustee Lapiana made a motion to adopt the resolution setting a public hearing on a local law to override the tax levy limit. This motion was seconded by Trustee Muolo and carried with all voting aye.

RESOLUTION ACKNOWLEDGING RECEIPT OF THE 2025-2026 TENTATIVE BUDGET AND SETTING A PUBLIC HEARING

WHEREAS, the tentative budget of the Village of Perry for the fiscal year 2025-2026 is available for viewing in the Village Clerk's Office; and

WHEREAS, it is understood that the 2025-2026 tentative budget is not tax cap compliant; and

WHEREAS, the Village Board has held Budget Workshops on February 3, 2025, February 10, 2025, and February 18, 2025; and

NOW, THEREFORE BE IT RESOLVED, the Village Board of the Village of Perry does hereby acknowledge receipt of the tentative budget by the Village Administrator; and

BE IT FURTHER RESOLVED, the Village Board of Perry does hereby establish a public hearing to be held on the tentative budget on Monday, April 7, 2025, at 8:00pm to receive comments and questions from the public; and

BE IT FURTHER RESOLVED; the following are the proposed 2025-2026 salaries of the Elected Village Officials of the Village of Perry:

Mayor	\$4,800.00
Village Board member(s)	\$2,900.00
Village Justice	\$16,327.00

BE IT FINALLY RESOLVED; the Village Board of the Village of Perry hereby directs the Village Clerk to post and provide notice of said public hearing.

Trustee Muolo made a motion to acknowledge receipt of the 2025-2026 tentative budget and set a public hearing. Trustee Kwiecien seconded the motion and it was carried unanimously.

CLERK/DEPUTY TREASURER REPORT

Clerk Report 3/17/2025

VILLAGE OF PERRY

Abstract # 020 Summary by Fund

03/14/2025
08:27:23

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	1,265.52	34,894.00	36,159.52
F	WATER FUND	956.17	7,459.67	8,415.84
G	SEWER FUND	147.59	22,079.75	22,227.34
HF	WATER TREATMENT PLANT PROJECT		672.75	672.75
HS	CAPITAL PROJECT - SEWER IMPROV		2,018.25	2,018.25
Total:		2,369.28	67,124.42	69,493.70

Vouchers #1482-1581 were audited by Trustee Bouchard. Trustee Lapiana made a motion to approve payment of abstract #20 in the amount of \$69,493.70 which was seconded by Trustee Kwiecien and carried with all voting aye.

A CHIPS reimbursement of \$176,327.50 was received for paving Watkins, Benedict, & Hawthorne Streets. The Village Election is 3/18/2025 at the Village Hall. Polls are open from noon-9pm.

DEPARTMENT/COMMITTEE REPORTS

The following reports were reviewed: NYCLASS Statement, February Financials, Department of Public Works, Water & Sewer Departments, Police Department, and Property Maintenance.

TRUSTEE REPORTS

Trustee Lapiana attended the Fire Committee Meeting prior to the board meeting. The village is able to apply for a grant for AEDs for the police and fire departments. A Memorial Day parade is being planned. The board will see a resolution to close Main Street for the event. David Spink provided monthly chief reports for January, February, and March noting that there has been an increase in the number of calls and structure fires so far in 2025.

Trustee Kwiecien spoke about the Zoning Committee Meeting stating that property maintenance letters are going out from Brittni and Don. A camping policy was referred by the Planning Board and a church group has volunteered to help with 94 Borden Ave.

Trustee Muolo will meet with the DPW committee on Wednesday. The office committee went through the employee handbook where mostly language changes are suggested. There are a couple of changes to new laws and an optional policy for employees to be able to donate time off to other employees.

Mayor Hauser mentioned a municipal parks & recreation grant which was formally released on Thursday and due early May. The village will need to quickly find a grant writer for the application.

PLANNING BOARD REFERRAL ON TRAILSIDE CAMPING REGULATIONS

A draft policy for Trailside Camping was referred from the Planning Board to the Village Board to try to create opportunities for visitor accommodations. This is a way to enhance visiting opportunities in walkable areas that are neighbor friendly. Consideration will be given to allow camping at certain times, have no motorized vehicles, limit the number of people per site, and provide a definition for permanent seasonal structures. The board will plan to come up with feedback and questions for the next meeting on April 7th.

With no further business, motion to adjourn was made by Trustee Lapiana at 8:24 pm, seconded by Trustee Muolo, and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



Village of Perry Board of Trustees Organizational Meeting and Resolutions – April 7, 2025

RESOLUTION SETTING THE VILLAGE BOARD MEETING SCHEDULE

BE IT RESOLVED, that the Village of Perry Board of Trustees meetings will, throughout April 1, 2025 until April 6, 2026, be held at 7:30pm on the 1st and 3rd Mondays of each month at the Perry Village Hall. The following exceptions apply for Labor Day, Martin Luther King Jr. Day, and Presidents Day:

- a. First September meeting will be held on Tuesday, September 2, 2025
- b. Second January meeting will be held on Tuesday, January 20, 2026
- c. Second February meeting will be held on Tuesday, February 17, 2026; and

RESOLVED, special workshops may be called as required and allowed by Village Law; and

RESOLVED, that the minutes of the Board meeting shall be made available to the public after approval by the board at the next regular meeting and will be posted on the Village's website within 7 business days after approval; and

RESOLVED; that the Village Clerk is hereby directed to post the Village Board meeting schedule on the official bulletin, on the Village website and to provide a copy of the schedule to the local media.

RESOLUTION APPROVING THE APPOINTED OF CERTAIN OFFICIALS

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the following appointments and committee assignments:

		Expires:
Deputy Mayor	Arlene Lapiana	4/6/2026
Tax Collector	Christina Slusser	4/6/2026
Treasurer/Chief Fiscal Officer	Samantha Marcy	4/6/2026
Deputy Treasurer	Christina Slusser	4/6/2026
Village Clerk	Christina Slusser	4/6/2026
Deputy Village Clerk	Amanda Bouchard	4/6/2026
Superintendent of Public Works	Steve Deaton	4/6/2026
Acting Village Justice	Tammy Kelsey	4/6/2026

Village Attorney	David DiMatteo	4/6/2026
Registrar of Vital Statistics	Christina Slusser	4/6/2026
Deputy Registrar of Vital Statistics	Amanda Bouchard	4/6/2026
Records Management Officer	Christina Slusser	4/6/2026
Fair Housing Officer	Rick Hauser	4/6/2026
Section 3 Coordinator	Samantha Marcy	4/6/2026
Historian	Suzie Carlson	4/6/2026
Silver Lake Association Liaison	Rick Hauser	4/6/2026
Silver Lake Watershed Commission Representative	Samantha Marcy	4/6/2026
Letchworth Community Access Rep.	Joel Bouchard	4/6/2026
Perry Main Street Association	Samantha Marcy	4/6/2026
Letchworth Gateway Villages Rep	Rick Hauser	4/6/2026
Tree Board Representatives	Joel Bouchard and Steve Deaton	4/6/2026
BIL Committee – Trustee	Arlene Lapiana	4/6/2026
BIL Committee – Member at Large	Eleanor Jacobs	4/6/2026
BIL Committee – Member at Large	Vacant	
Planning Board Alternate	Sarah Roll	4/6/2026
Planning Board Alternate	Dennis Murphy	4/6/2026
Zoning Board of Appeals Alternate	George Smith	4/6/2026

Tree Board Member	Felisa McKay	3/31/2028
Tree Board Member	Robin Redding	3/31/2028

Committee Assignments:

Budget	Hauser, Lapiana, Bouchard, Muolo, Lawrence
Public Safety (Police & Fire)	Bouchard, Lapiana
Public Works (DPW, Water & Sewer)	Lapiana, Muolo
Recreation & Resources (Parks & Rec, SLWC)	Bouchard, Hauser
Office (Oper., Employee Relations, Ins. Tech)	Lapiana, Muolo
Planning (Plan/Zoning, Grant & Dev., Revit.)	Hauser, Lawrence
Police-Community Collaborative Review Committee	M. Grover, G. Gentile, B. Doyle, S. Plantz, D. McLaughlin, T. McGinnis, J. Wheeler, E. Bryant, R. Lowery, D. O'Geen, N. Effman

RESOLUTION SETTING THE VOUCHER AUDITING SCHEDULE FOR 2024-2025

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

April 2025	Lapiana
May	Bouchard
June	Muolo
July	Lawrence
August	Lapiana
September	Bouchard
October	Muolo
November	Lawrence
December	Lapiana
January 2026	Bouchard
February	Muolo
March	Lawrence
April 2026	Lapiana

RESOLUTION DESIGNATING HOLIDAYS FROM APRIL 2025 TO MARCH 2026

BE IT RESOLVED, during the April 2025 – March 2026 year, the following holidays will be observed, and all Village Offices will be closed:

Memorial Day, Monday, May 26, 2025
Independence Day, Friday, July 4, 2025

Labor Day, Monday, September 1, 2025
Columbus Day, Monday, October 13, 2025
Veterans' Day, Tuesday, November 11, 2025
Thanksgiving Day, Thursday, November 27, 2025
Day After Thanksgiving, Friday, November 28, 2025
Christmas Day, Thursday, December 25, 2025
New Year's Day, Thursday, January 1, 2026
Martin Luther King Day, Monday, January 19, 2026
President's Day, Monday, February 16, 2026
Employees Birthday or observed on the closest scheduled workday; and

BE IT FINALLY RESOLVED, the Village Clerk is hereby directed to post the Village Board Holiday Schedule and Closings on the official bulletin and on the Village's website and to provide a copy of the schedule to the local media.

RESOLUTION DESIGNATING OF OFFICE DEPOSITORY

BE IT RESOLVED, Manufacturers and Traders Trust Company be named the official depository for the General Fund, Water/Sewer Funds, Community Development, Silverlake Watershed Commission and Capital Monies; Perry Office of the Bank of Castile be the official depository for the Trust and Agency, and Capital Monies. The Treasurer is authorized to invest Village Monies pursuant to the Village Investment policy adopted on December 7, 1992.

RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPER FOR PUBLICATIONS

BE IT RESOLVED, that the Perry Herald is hereby designated as the Official Village of Perry newspaper for publication of legal notices and the Village Clerk shall provide a copy of this resolution to the Perry Herald.

RESOLUTION AUTHORIZING PAYMENT OF BILLS FOLLOWING VILLAGE BOARD AUDIT

BE IT RESOLVED, the Perry Village Board hereby authorizes the Mayor, Village Administrator/Treasurer, or Village Clerk/Deputy Treasurer to make payments of all bills after audit & approval by the majority of the Village Board.

RESOLUTION AUTHORIZING PAYMENT OF BILLS PRIOR TO AUDIT

BE IT RESOLVED, the Perry Village Board hereby authorizes the Mayor, Village Administrator/Treasurer, or Village Clerk/Deputy Treasurer to make payments of all bills without prior audit for public utility services such as gas, electric, water, sewer, fuel oil, telephone services as well as for postage, payment of bills to avoid late charges, medical payments, and payroll.

RESOLUTION AUTHORIZING COUNTERSIGNING CHECKS

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

RESOLUTION ACKNOWLEDGING YEARLY REVIEW OF CERTAIN VILLAGE POLICIES AND PROCEDURES

BE IT RESOLVED, the Village of Perry Board of Trustees will review all Village Policies and the Comprehensive Plan on an annual basis.

RESOLUTION APPOINTING HANDICAP PARKING PERMIT ISSUING AGENT

BE IT RESOLVED, pursuant to Vehicle and Traffic Law, §1203-a (1), the Village of Perry Board of Trustees does hereby designate the Village Clerk and Deputy Village Clerk as the Village of Perry handicap parking permit issuing agents and the Village Clerk shall post this designation and information on how to obtain a handicap parking permit on the Village's website.

RESOLUTION REQUIRING DEPARTMENT HEAD PRESENTATIONS

BE IT RESOLVED, the Village of Perry Board of Trustees requires all department heads to give presentations to the Village Board at a minimum of two times per year in addition to yearly budget presentations.

RESOLUTION APPROVING REIMBURSEMENT RATE FOR TRAVEL

BE IT RESOLVED, that the Village of Perry Board of Trustees approves the reimbursement of the federal IRS rate per mile for travel related to municipal business when using private transportation for Village Officials and employees.

RESOLUTION AUTHORIZING TRAININGS AND CONFERENCES FOR OFFICIALS AND EMPLOYEES

BE IT RESOLVED, the Village of Perry Board of Trustees hereby authorizes municipal officials and employees to attend schools, conferences, association meetings and seminars that would benefit the municipality provided funds are available in the current fiscal year budget.

RESOLUTION ACKNOWLEDGING POLICY OF GRANT APPLICATIONS ON BEHALF OF THE VILLAGE OF PERRY

BE IT RESOLVED, that it is the policy of the Village of Perry Board of Trustees that any Grant Application or any form of financial assistance or obligation that is intended to be made on the Village of Perry's behalf, must be submitted to the board in writing prior to the Village Board granting its approval and the Village's approval must be received prior to any grant application being made. This includes any public area the Village has jurisdiction over and any program or policy that is within the purview of the Village, per municipal law.



RESOLUTION ACCEPTING RESIGNATION OF PLANNING BOARD MEMBER, CHRISTA MCINTYRE

WHEREAS, Ms. Christa McIntyre has tendered her resignation as a member of the Planning Board effective March 16, 2025; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the resignation of Ms. McIntyre and wishes her well with future endeavors.



RESOLUTION AUTHORIZING ROAD CLOSURE FOR MEMORIAL DAY PARADE

WHEREAS, the annual Memorial Day Parade will be held on Monday, May 26, 2025;

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby authorizes the Village Administrator to submit the road closure request to the NYS Department of Transportation.



RESOLUTION APPROVING CONTRACT FOR LEGAL SERVICES

WHEREAS, there is a pending suit against companies who developed a foam for fire departments that contained toxic chemicals; and

WHEREAS, the Village of Perry received a result from water testing on 5/7/2024 that showed a level of 1.2 parts per trillion for PFAS which makes the Village eligible to file a suit; and

WHEREAS, the Village Administrator has presented a contract for legal services related to the filing of a civil action in the pending settlements; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby authorizes the Village Administrator to execute the Contract for Legal Services with Stag Liuzza L.L.C. and the Law Office of Robert King, PLLC.

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The Village of Perry, New York, (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC) and Law Office of Robert King, PLLC (through attorney Robert King) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from 3M and DuPont. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for

additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court.

Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only

in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment. If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or

clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement,

a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

SIGNER PRINT NAME:

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**ROBERT KING FOR
LAW OFFICE OF ROBERT KING, PLLC**



**RESOLUTION APPROVING THE HOME RULE REQUEST FOR SENATE BILL NO. S6349 AND
ASSEMBLY BILL NO. A7354**

WHEREAS, the Chief of Police and Mayor requested enactment of a special law that would authorize Franklynn Smith to take the competitive civil service examination and be placed on the eligible list for appointment as a full-time police officer with the Village of Perry;

WHEREAS, the Senate has introduced bill no. S6349 and the Assembly has introduced bill no. A7354; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby approve the Home Rule Request for Senate bill no. S6349 and Assembly bill no. A7354 and authorize the Mayor execute the request.

IMPORTANT: READ INSTRUCTIONS ON REVERSE SIDE
HOME RULE REQUEST
(Request by a Local Government for Enactment of a Special Law)

To the Legislature:

Pursuant to Article IX of the Constitution, the Village
(county, city, town or village)
Perry requests the enactment of ~~Senate~~ bill (no. S6349
(name) (strike out one)),
entitled “

Authorizes Franklynn Smith to take the competitive civil service examination and be placed on the eligible list for appointment as a full-time police officer with the village of Perry

It is hereby declared that a necessity exists for the enactment of such legislation, and that the facts establishing such necessity are as follows: (Check appropriate box)

- ☒ The local government does not have the power to enact such legislation by local law.
☐ Other facts, as set forth in the following “Explanation” establish such necessity.

EXPLANATION

(If space below is not sufficient, use separate sheet and attach here)

Such request is made by: (Check appropriate box)

- ☒ The chief executive officer of such local government, concurred in by a majority of the total membership of the local legislative body. (See paragraph A below)
☐ The local legislative body of such local government, at least two-thirds of the total membership thereof having voted in favor of such request. (See paragraph B below)

READ BEFORE SIGNING

- A If the request is made by the chief executive officer and concurred in by a majority of the total membership of the local legislative body, *both* the chief executive officer *and* the clerk of the local legislative body must sign below. In such case use the word “majority” below even though the vote may have been greater.
B. If the request is made by the local legislative body, at least two-thirds of the total membership thereof having voted in favor of such request, *only* the clerk of the local legislative body must sign below. In such case use the words “two-thirds” below.

CHIEF EXECUTIVE OFFICER’S SIGNATURE

(Signed)
(chief executive officer)

.....
(Print or type name below signature)

Date:, 20

.....
(Title of chief executive officer)

CLERK’S CERTIFICATION

I, do hereby certify that I am Clerk of the
(print or type name) (local legislative body)
..... of the
(county, city, town or village)
of and that on the day of
(name)
20____, such legislative body, at least ~~two-thirds~~ a majority of the total membership having voted in favor thereof,
(strike out one)
approved the foregoing request.

(SEAL OF LOCAL
GOVERNMENT)

(Signed)
(clerk)

.....
(Print or type name below signature)

Date:, 20

STATE OF NEW YORK

6349

2025-2026 Regular Sessions

IN SENATE

March 11, 2025

Introduced by Sen. BORRELLO -- read twice and ordered printed, and when printed to be committed to the Committee on Civil Service and Pensions

AN ACT to authorize Franklynn Smith to take the competitive civil service examination and be placed on the eligible list for appointment as a full-time police officer with the village of Perry

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Notwithstanding the provisions of section 58 of the civil
2 service law or any other provision of law to the contrary, Franklynn
3 Smith, who has been continuously employed by the village of Perry, in
4 the county of Wyoming, as a part-time police officer, shall be eligible
5 to take the competitive civil service examination for the position of
6 police officer and shall, contingent upon his score on such examination,
7 be eligible to be placed on the eligible list for appointment as a full-
8 time police officer with the village of Perry.
9 § 2. Franklynn Smith shall otherwise be subject to the merit and
10 fitness provisions of the civil service law applicable to full-time
11 police officers.
12 § 3. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD10648-01-5

IMPORTANT: READ INSTRUCTIONS ON REVERSE SIDE

HOME RULE REQUEST

(Request by a Local Government for Enactment of a Special Law)

To the Legislature:

Pursuant to Article IX of the Constitution, the _____ of _____ requests the enactment of _____ bill (no. _____), entitled “_____”

_____.”

It is hereby declared that a necessity exists for the enactment of such legislation, and that the facts establishing such necessity are as follows: (Check appropriate box)

☐ The local government does not have the power to enact such legislation by local law.

☐ Other facts, as set forth in the following “Explanation” establish such necessity.

EXPLANATION

(If space below is not sufficient, use separate sheet and attach here)

Such request is made by: (Check appropriate box)

☐ The chief executive officer of such local government, concurred in by a majority of the total membership of the local legislative body. (See paragraph A below)

☐ The local legislative body of such local government, at least two-thirds of the total membership thereof having voted in favor of such request. (See paragraph B below)

READ BEFORE SIGNING

A If the request is made by the chief executive officer and concurred in by a majority of the total membership of the local legislative body, *both* the chief executive officer *and* the clerk of the local legislative body must sign below. In such case use the word “majority” below even though the vote may have been greater.

B. If the request is made by the local legislative body, at least two-thirds of the total membership thereof having voted in favor of such request, *only* the clerk of the local legislative body must sign below. In such case use the words “two-thirds” below.

CHIEF EXECUTIVE OFFICER’S SIGNATURE

(Signed)_____

(chief executive officer)

(Print or type name below signature)

Date: _____, 20 _____

(Title of chief executive officer)

CLERK’S CERTIFICATION

I, _____, do hereby certify that I am Clerk of the _____

(print or type name) (local legislative body)

_____ of the _____

(county, city, town or village)

of _____ and that on the _____ day of _____,

(name)

20____, such legislative body, at least _____ of the total membership having voted in favor thereof, approved the foregoing request.

two-thirds a majority (strike out one)

(Signed)_____

(clerk)

(Print or type name below signature)

Date: _____, 20 _____

(SEAL OF LOCAL GOVERNMENT)

STATE OF NEW YORK

7354

2025-2026 Regular Sessions

IN ASSEMBLY

March 25, 2025

Introduced by M. of A. SEMPOLINSKI -- read once and referred to the Committee on Governmental Employees

AN ACT to authorize Franklynn Smith to take the competitive civil service examination and be placed on the eligible list for appointment as a full-time police officer with the village of Perry

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Notwithstanding the provisions of section 58 of the civil
2 service law or any other provision of law to the contrary, Franklynn
3 Smith, who has been continuously employed by the village of Perry, in
4 the county of Wyoming, as a part-time police officer, shall be eligible
5 to take the competitive civil service examination for the position of
6 police officer and shall, contingent upon his score on such examination,
7 be eligible to be placed on the eligible list for appointment as a full-
8 time police officer with the village of Perry.
9 § 2. Franklynn Smith shall otherwise be subject to the merit and
10 fitness provisions of the civil service law applicable to full-time
11 police officers.
12 § 3. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD10648-01-5



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 Police Department vehicle and increase the expense for repairs for the 2024-2025 fiscal year:

Debit:	A2680 (Insurance Recoveries)	\$6,466.65	
Credit:	A3120.2 (Police – Equipment)		\$6,466.65

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.

Local Law # 1 of the year 2025

OVERRIDING THE PROPERTY TAX LEVY LIMIT

WHEREAS, the State of New York has enacted General Municipal Law requiring that municipalities, with certain exceptions, caps the growth of the property tax levy; and

WHEREAS, the statutory formula for calculation of permitted property tax levy growth may require the Village of Perry to roll back property tax rates to stay within statutory caps; and

WHEREAS, the proposed budget forecasts the potential need to exceed the statutory property tax levy cap.

NOW, THEREFORE BE IT ENACTED:

Section 1. Legislative Intent.

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Village of Perry pursuant to General Municipal Law § 3-c, and to allow the Village to adopt a budget for the fiscal year 2025-2026 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

Section 2. Authority.

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the Board of Trustees to override the tax cap by the adoption of a local law approved by vote of sixty percent (60%) of the Board.

Section 3. Tax Levy Limit Override.

The Board of Trustees of the Village of Perry, Wyoming County is hereby authorized to adopt a budget for the fiscal year 2025-2026 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

Step 14 of 15 - Summary

Please review this summary screen for accuracy and make any necessary changes before submitting on the next screen. Although the form assists you with the levy limit calculation, it is your responsibility to ensure the accuracy of all elements used in determining your tax levy limit.

Tax Levy Limit, Before Adjustments and Exclusions		
✓	Real Property Tax Levy FYE 2025	\$2,294,135
✓	Tax Cap Reserve Offset from FYE 2024 Used to Reduce FYE 2025 Levy	\$0
✓	Total Tax Cap Reserve Amount (Including Interest Earned) from FYE 2025	---
✓	Tax Base Growth Factor	1.0029
✓	PILOTs Receivable FYE 2025	\$55,778
✓	Tort Exclusion Amount Claimed in FYE 2025	\$0
✓	Allowable Levy Growth Factor	1.0200
✓	PILOTs Receivable FYE 2026	\$64,735
✓	Available Carryover from FYE 2025	\$35,475
Tax Levy Limit Before Adjustments/Exclusions		\$2,374,437
Adjustments for Transfer of Local Government Functions		
✓	Costs Incurred from Transfer of Local Government Functions	\$0
✓	Savings Realized from Transfer of Local Government Functions	\$0
Total Adjustments		\$0
Tax Levy Limit, Adjusted for Transfer of Local Government Functions		\$2,374,437
Exclusions		
✓	Tort Exclusion	\$0
✓	Teachers' Retirement System Exclusion	\$0
✓	Employees' Retirement System Exclusion	\$0
✓	Police and Fire Retirement System Exclusion	\$3,018
Total Exclusions		\$3,018
Your FYE 2026 Tax Levy Limit, Adjusted for Transfers plus Exclusions		\$2,377,455
✓	Total Tax Cap Reserve Amount Used to Reduce FYE 2026 Levy	---
✓	FYE 2026 Proposed Levy, Net of Reserve	\$2,542,635
Difference Between Tax Levy Limit and Proposed Levy		(\$165,180)
✓	Do you plan to override the Tax Cap for FYE 2026 ?	Yes

VILLAGE OF PERRY

Clerk Report 4/7/2025

04/04/2025

16:35:10

**Abstract # 021
Summary by Fund**

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	851.21	54,739.07	55,590.28
F	WATER FUND	259.12	10,698.59	10,957.71
G	SEWER FUND	3,769.96	31,579.96	35,349.92
HB	LEAD SERVICE LINE REPLACEMENT		110.00	110.00
HF	WATER TREATMENT PLANT PROJECT		38,934.25	38,934.25
HS	CAPITAL PROJECT - SEWER IMPROV		621.00	621.00
JA	SILVER LAKE WATERSHED COMMISSI	37.99		37.99
TA	TRUST & AGENCY		3,076.00	3,076.00
Total:		4,918.28	139,758.87	144,677.15

Trustee Lapiana audited vouchers #1582-1681