



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Tuesday, February 17, 2026 • 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 2, 2026, February 6, 2026, February 9, 2026
 - b. Resolution Approving Wolfpack Multisport Event Requests and Police Support
 - c. Resolution Approving Submission of Parks & Trails New York Western New York Trail Town Grant
 - d. Resolution Approving Submission of the Volunteer Fire Infrastructure & Response Equipment (V-FIRE) Grant Program Application
 - e. Resolution Approving Proposal for Professional Services for the Engineering Planning Grant Wastewater Treatment Plant Outfall Evaluation
 - f. Resolution Approving Employee Handbook Updates
 - g. Resolution Approving Professional Services Agreement with Colliers Engineering & Design
 - h. Resolution Creating Capital Project Budget for the Downtown Revitalization Initiative Grant to Enhance Multi-Modal Connections in Downtown Perry (HH)
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
 - a. Village Administrator & Financial Reports
 - b. Superintendent of Public Works
 - c. Water and Sewer Departments
 - d. Police Department
 - e. Property Maintenance
 - f. Historian
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 2, 2026**

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 2nd day of February 2026.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Joel Bouchard	Trustee
	Sandy Lawrence	Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
	Christina Slusser	Village Clerk
GUESTS:	Michael Grover	Police Chief
	Lorraine Sturm	Perry Herald
ABSENT:	Richard Muolo	Trustee

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

PUBLIC COMMENT

No comments.

MINUTES

Trustee Lapiana made a motion to approve the minutes for 1/20/2026 which was seconded by Trustee Lawrence and carried with all voting aye.

RESOLUTION APPROVING REQUEST FROM THE PERRY CHALK ART FESTIVAL

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

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

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

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

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

Trustee Bouchard made a motion to adopt the resolution approving request from the Perry Chalk Art Festival which was seconded by Trustee Lapiana and carried unanimously.

RESOLUTION CLOSING CDBG STORMWATER IMPROVEMENTS CAPITAL PROJECT (HE)

WHEREAS, the Village of Perry Board of Trustees created the HE Capital Project Fund and established the project budget funded through a Community Development Block Grant and monies from the general fund; and

WHEREAS, expenses for the project totaled \$860,556.65 and revenues totaled \$856,578.00; \$821,578.00 received from CDBG and \$35,000.00 from the general fund; and

WHEREAS, due to increased scope during the project for road and sidewalk restoration, project expenses exceeded revenues by \$3,978.65; and

WHEREAS, the Village Administrator is requesting the following budget amendment and authorization to transfer \$3,978.65 to the HE Capital Project Fund:

Increase:	A9950.4 (Transfer to Capital Projects)	\$3,978.65
Decrease:	A8540.4 (Drainage Contractual)	\$3,978.65

WHEREAS, all work has been completed for this project, and the Village Administrator is requesting closing the capital project; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby closes the HE CDBG Stormwater Improvements Capital Project and authorizes the above budget amendment and transfer of \$3,978.60 from the General Fund to the CDBG Stormwater Improvements Capital Project Fund (HE).

Trustee Lapiana made a motion to adopt the resolution closing CDBG Stormwater Improvements Capital Project which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION CREATING CAPITAL PROJECT BUDGET FOR THE ENGINEERING PLANNING GRANT PROJECT (HG)

WHEREAS, the Village of Perry has been awarded an Engineering Planning Grant through New York State Environmental Facilities Corporation to evaluate the Wastewater Treatment Plant outfall structure; and

WHEREAS, the Village Administrator has proposed a budget for the capital project fund (HG):

REVENUE:

HG3097	State Aid	\$ 50,000.00
HG5031	Interfund Transfer	<u>\$ 10,000.00</u>
		\$ 60,000.00

EXPENDITURE:

HG8130.2	Sewage Treatment (Planning Study)	<u>\$ 60,000.00</u>
		\$ 60,000.00

TOTAL PROJECT BUDGET \$ **60,000.00**
; and

WHEREAS, the Village Administrator is requesting the following budget amendment and authorization to transfer \$10,000.00 to the HG Capital Project Fund; and

Increase:	G9950.4 (Transfer to Capital Projects)	\$10,000.00
Decrease:	G1990.4 (Contingency)	\$10,000.00

BE IT RESOLVED, the Village of Perry Board of Trustees hereby authorizes the project budget for the Engineering Planning Grant for the Wastewater Treatment Plant; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby authorizes the above budget amendment and transfer of \$10,000.00 from the Sewer Fund to the Engineering Planning Grant Capital Project Fund (HG).

Motion was made by Trustee Lapiana to approve the creation of the capital project budget for the Engineering Planning Grant which was seconded by Trustee Lawrence and carried with all voting aye.

RESOLUTION SUPPORTING SUBMISSION OF AND COMMITTING TO PROVIDE THE LOCAL SHARE OF PROJECT COSTS FOR THE MUNICIPAL PARKS AND RECREATION GRANT ROUND TWO APPLICATION

WHEREAS, the Village of Perry is applying for funding under the Municipal Parks & Recreation (MPR) Grant Program; and

WHEREAS, a minimum of 10% of the project costs must be matched by cash or in-kind contributions; and

NOW THEREFORE, LET IT BE RESOLVED, that the Village of Perry hereby supports the submission of the Municipal Parks and Recreation Round Two Grant and commits to providing the local share of project costs in the grant application submitted to the NYS Office of Parks, Recreation and Historic Preservation; and

BE IT FURTHER RESOLVED, that the Village of Perry understands that this is a reimbursement grant program; and

BE IT FURTHER RESOLVED, that the Village of Perry hereby commits to maintaining the improvements.

The Village Administrator intends to submit a previously prepared plan for round two of the MPR at no cost to the village. Mayor Hauser moved to adopt the resolution approving the submission of the MPR grant application and committing to providing the local match for project costs. Trustee Bouchard seconded the motion and it was carried unanimously.

2026-2027 DRAFT BUDGET REVIEW

Budget binders containing draft budget information for the 2026-2027 fiscal year for general, water, and sewer funds were distributed by Administrator/Treasurer Marcy. The binders include a summary of appropriations and estimated revenue which would increase the tax levy by 1.37% with just the necessary costs. The state assigned equalization rate for the Town of Castile is 80% while the Town of Perry is at the full 100%. Following the projected revenues and expenditures for each fund are additional department requests for the board to review.

Police Chief, Michael Grover, is proposing the creation of an investigator position to fill 24 hours per week at an expense of \$32,600. This request is based on the increase in number of calls, amount of time officers are tied up with calls vs. patrolling the village, and cases not able to be worked due to officers on scheduled days off.

Water fund debt is estimated because the improvement project has not gone out to bid yet, leaving actual costs unknown. The board will consider an increase in water rates beginning June 1st, as there has been no change to water rates since 2016 and debt payments are guaranteed.

In the Sewer fund, additional requests may help offset some of the department spending. More detail on additional requests will be shared by department heads at the upcoming special board meeting on Monday, February 9th. Mayor Hauser's goal is to not raise the tax rate, focusing on the importance of predictability when it comes to taxes and seeing the village investing and improving.

CLERK/DEPUTY TREASURER'S REPORT

Clerk Report 2/2/2026

VILLAGE OF PERRY

**Abstract # 017
Summary by Fund**

01/30/2026
10:21:04

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	946.76	70,837.52	71,784.28
F	WATER FUND	235.94	14,179.65	14,415.59
G	SEWER FUND	37.99	13,050.71	13,088.70
HF	WATER TREATMENT PLANT PROJECT		7,976.00	7,976.00
JA	SILVER LAKE WATERSHED COMMISSI	37.99		37.99
Total:		1,258.68	106,043.88	107,302.56

Vouchers were audited by Trustee Muolo. Trustee Bouchard made a motion to approve payment of abstract #17, vouchers #1456-1516 in the amount of \$107,302.56 which was seconded by Trustee Lapiana and carried.

TRUSTEE REPORTS

Trustee Bouchard attended the Parks Committee meeting to discuss grants and options for projects.

Trustee Lawrence attended a trail walk meeting and will meet Thursday for problem properties.

Trustee Lapiana attended budget meetings, noting that department heads are actively looking for grants to support their budget requests.

Mayor Hauser spoke about the Open Space Conservation Grant that was discussed at Parks Committee. Steve Deaton has a dialogue with a property owner about land in relation to the grant, as it would help the village acquire property for the purpose of preserving open spaces. Many steps are involved: walk the property, get an appraisal and survey, assume the owner is on board with the amount, and receive a letter of intent. Mayor Hauser asked the board if there were any objections with continuing down that path and received no opposition.

With no further business, Trustee Lapiana made a motion to adjourn the meeting at 8:44pm which was seconded by Trustee Bouchard and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 6, 2026**

A special board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 4:00 pm on the 6th day of February 2026.

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

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

RESOLUTION APPROVING VILLAGE OF PERRY GENDER-BASED VIOLENCE AND THE WORKPLACE POLICY

WHEREAS, effective November 5, 2025, New York State requires any entity, including municipalities, bidding on state contracts or applying for grants to adopt a written Gender-Based Violence and the Workplace Policy to ensure workplace safety and support for survivors; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the Gender-Based Violence and the Workplace Policy.

The referenced policy will be required for any grant application going forward. There is recommended training for those in supervisory roles. Mayor Hauser made a motion to adopt the resolution approving Village of Perry Gender-Based Violence and Workplace Policy which was seconded by Trustee Lapiana and carried with all voting aye.

At 4:05 pm, Trustee Lapiana made a motion to adjourn the meeting which was seconded by Trustee Lawrence and carried.

Respectfully submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 9, 2026**

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 9th day of February 2026.

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

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

2026-2027 DRAFT BUDGET

A special board meeting was held for the purpose of discussing additional department requests that are not included in the draft budget.

OFFICE

The Village Clerk is interested in purchasing a wide format color printer/scanner for \$7,619 under state contract price which would benefit other departments and could be split between three funds. Research was requested on purchasing used/refurbished.

FIRE

Fire Chief Spink would like to purchase triband radios (\$8,000/piece) so the department can communicate with other counties. The current radios only reach a single county. A battery-operated rescue tool for \$12,500 is also requested. Chief Spink would like to apply for the VFIRE grant for these items but would like to budget for one radio and one combo tool in case the grant is not received. Grant award announcements are expected between July and September.

PARKS/COMMUNITY BEAUTIFICATION

The dog park idea was discussed with the Parks Committee. An individual reached out about a potential sponsorship. Steve Deaton would like to add a photo op for winter's Main Street lighting estimated at \$20,000. He also requested additional and replacement fencing at diamonds two and three at the Village Park for safety features which could draw in more tournaments; an estimate of \$20,000.

DPW

An F650 or F750 dump truck is requested at \$125,000 to replace the current 1995 dump truck which may not pass inspection next year. Additional money can always be used for paving and sidewalk repairs. Superintendent Deaton's goal is paving three streets per year and prioritizing on need but holding off on those that also require new water mains.

WATER

There are no additional requests for the water budget due to the upcoming improvement project.

SEWER

Based on priority, Superintendent Deaton would like to purchase a new sludge flow meter for \$11,000 to help reduce chemical usage. Next would be a mixer for sludge at an estimated cost of \$16,000 to help mix polymer and solidify the sludge which would save on sludge hauling in the long run. The next request is a 3ph grinder pump (\$12,000) for the Genesee Street station to grind up the rags/wipes/towelettes that get caught up, requiring occasional jetting of the sewer line.

With no further business, Mayor Hauser made a motion to adjourn the meeting at 8:22 pm which was seconded by Trustee Lapiana and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPROVING WOLFPACK MULTISPORT EVENT REQUESTS AND POLICE SUPPORT

WHEREAS, the Police Committee has reviewed two event requests and request for police support; and

WHEREAS, the Police Committee is recommending approving both event requests and donating eight hours of police support to each event; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the event request for the Finger Lake Triathlon Silver on May 30, 2026 and May 31, 2026 and will provide up to eight hours of police support; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the event request for the Tour de Perry on July 11, 2026 and will provide up to eight hours of police support.



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

WHEREAS, the Village of Perry is interested in submitting a grant application for the Parks & Trails New York Western New York Trail Town Grants for interpretive historical signage and seating along the Silver Lake Trail; and

WHEREAS, if awarded, the Village of Perry would provide the 10% match of the total project budget through in-kind services or cash; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approves the submission of the Parks & Trails New York Western New York Trail Town Grant not to exceed \$10,000.00.



RESOLUTION APPROVING SUBMISSION OF THE VOLUNTEER FIRE INFRASTRUCTURE & RESPONSE EQUIPMENT (V-FIRE) GRANT PROGRAM APPLICATION

WHEREAS, the Village of Perry is interested in submitting a grant application for the Volunteer Fire Infrastructure & Response Equipment (V-FIRE) Grant Program for tri-band radios and battery-operated rescue tools; and

WHEREAS, the 2025-2026 V-FIRE grant program can award up to \$500,000.00 for equipment for volunteer fire departments with no local match required; and

BE IT RESOLVED, that the Village Board of Trustees hereby approves submission of the 2025-2026 V-FIRE Grant Program application up to \$500,000.00.



RESOLUTION APPROVING PROPOSAL FOR PROFESSIONAL SERVICES FOR THE ENGINEERING PLANNING GRANT WASTEWATER TREATMENT PLANT OUTFALL EVALUATION

WHEREAS, the Village of Perry released a Request for Qualifications and Proposals due December 19, 2025 for Professional Services for the Engineering Planning Grant Wastewater Treatment Plant Outfall Evaluation; and

WHEREAS, two proposals were received and those consultants were interviewed; and

WHEREAS, the selection committee has recommended selecting MRB Group as the consultant; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the proposal from MRB Group in an amount of \$60,000.00 and authorizes the Mayor to sign the proposal.



February 13, 2026

Rick Hauser, Mayor
Village of Perry
46 N. Main St.
Perry, NY 14530

Re: Proposal for Professional Services

**Village of Perry Engineering Planning Grant (EPG) Wastewater Treatment Plant (WWTP)
Outfall Evaluation**

Dear Mayor Hauser,

Congratulations on the acceptance of the Engineering Planning Grant (EPG) from New York State Environmental Facilities Corporation (NYSEFC) for the Village of Perry Wastewater Treatment Plant (WWTP) outfall structure. We are pleased to submit this proposal to complete the Preliminary Engineering Report (PER) for this project which will evaluate options for reconstructing and relocating the Village's outfall structure and look at the ability to incorporate tertiary phosphorous removal and sludge drying equipment at the WWTP.

I. Background/Understanding

The Village of Perry is seeking professional engineering services to evaluate and compare alternatives for addressing the existing conditions of the outfall structure at their Wastewater Treatment Plant, as well as evaluating the incorporation of tertiary phosphorous removal and sludge drying equipment. The Village has recently completed a major improvements project at their WWTP upgrading their treatment capacity to 1.5 MGD and installing effluent disinfection. During construction, it was observed that their existing outfall structure was falling into disrepair and was difficult for the plant operators to maintain due to its location.

The PER will demonstrate a thorough understanding of the Village's wastewater treatment system and provide a detailed evaluation of feasible alternatives discussed in the report (outfall relocation/reconstruction, addition of enhanced phosphorous removal, solids drying and handling upgrades). These alternatives will be assessed for operational flexibility, cost-effectiveness, and energy

efficiency. The report will include capital and operational cost estimates for the alternatives being considered, recommend a preferred solution, and present a conceptual design. Additionally, the report must evaluate the capacity of the recommended solution to meet current and future demands, identify applicable regulatory requirements, and explore potential funding sources and strategies.

The final PER will be sufficiently detailed to support engagement with regulatory and funding agencies and will be subject to agency review and approval. The Village has allocated a maximum budget of \$60,000 for completion of the study, and the scope of work will be tailored to utilize this budget to better prepare the Village for future stages of project design.

II. Scope of Services and Compensation

A. Kick-off Meeting

Arrange and attend a Kick-off/Workshop Meeting with the Village. The purpose of this meeting is to review the goals of the study and the proposed approach.

Review previous engineering reports and existing mapping of Silver Lake Outlet gorge. Establish the basis for concept design criteria and support planning efforts in evaluating the outfall placement alternatives and equipment evaluated for phosphorous removal and sludge handling enhancements. Relevant information necessary for the evaluation will include:

1. Current service area and user base & potential changes thereto
2. Wastewater flows and quality since completed upgrades
3. Outfall placement on receiving water body
4. Current permitted effluent limits
5. Operation and maintenance costs
6. Projected wastewater loadings and design parameters
7. Existing deficiencies and limitations of sludge handling and outfall location

Additionally, any current regulatory issues will be discussed, along with the specific needs of known industrial, high-volume, or high-strength wastewater producers.

B. Data Gathering

Working with the Village, we will gather the necessary background data to conduct the Study. Background information will include, but not be limited to:

1. Review existing records, mapping, and geological studies of the Silver Lake Outlet.
2. Review of access issues for WWTP outfall. Gather input from operators regarding design and operational shortcomings.
3. Review the debt service and operation and maintenance costs for the WWTP.
4. Re-assess the potential for new wastewater system users in the service area and project future increases in wastewater flows.
5. Assess hydraulic profile requirements of enhanced phosphorous removal equipment, evaluate impact on hydraulic profile and sludge production of existing plant.
6. Assess outlet and receiving stream gorge adjacent to WWTP site and receiving water body (Silver Lake Outlet) to determine potential alternative locations and access routes for WWTP outfall.
7. Develop flow and loading projections for enhanced phosphorous removal and its impact on sludge production; evaluate sludge drying requirements, select equipment, and establish the basis for a concept design for each treatment process.
8. Review anticipated permitted effluent limits with the New York State Department of Environmental Conservation (NYSDEC) and attempt to forecast potential future changes. Determine appropriate effluent limits to be used in the concept design.
9. Finalize the basis of concept design for hydraulic and solids loadings for enhanced phosphorous removal.

C. Evaluate Equipment and Outfall Alternatives

1. Evaluate wastewater treatment equipment and associated process components that are relevant and appropriate for potential upgrades to WWTP, MRB Group will select a number of sensible and viable treatment alternatives for enhanced phosphorous removal and solids handling before final disposal (sludge drying, composting, etc.) and will evaluate alternatives for the outfall reconstruction (replacement in-kind, relocation, etc.).
2. Prepare schematics and diagrams for the various WWTP upgrade concepts and outfall alternatives as needed for illustration and inclusion in the report.
3. Engage with the New York State Department of Environmental Conservation on the potential impact the outfall relocation will have on current effluent limits, take steps to evaluate and select new outfall location that will have most beneficial determination on effluent limits.
4. Evaluate the feasibility of each alternative, considering engineering practicality, environmental constraints, and potential for future tie-ins or development. Summarize the

advantages and disadvantages of the most reasonable and appropriate options and meet with the Village to discuss prior to proceeding to preparing the cost analysis.

D. Cost Analysis

1. Identify preferred outfall rehabilitation approach and WWTP equipment selections. Develop a preliminary project concept to support comparison and selection by Village.
2. Estimate and prepare project cost estimates and operational and maintenance (O&M) costs.
3. Calculate the average annual user rate per Equivalent Dwelling Unit (EDU). EDU costs will be presented under several likely funding or financing scenarios, as appropriate.

E. Completion of Report, Summary, and Conclusions

1. Compare and contrast the advantages and disadvantages of all evaluated outfall rehabilitation approaches. Include both short- and long-term benefits and challenges to assist the Village in selecting the best path forward.
2. Prepare a summary and conclusion of the evaluated alternatives, including proposed selections and comparisons.
3. Prepare a draft study report and present to the Village.
4. Consider feedback and comments on the draft report and incorporate changes as appropriate into the final report.
5. Provide the final study report to the Village.
6. Provide PDF or digital copies of the report.
7. The report will be prepared in accordance with the NYSEFC Engineering Report Outline, with the intent that it may be submitted for funding consideration through NYSEFC.

The PER is intended to provide the basis for funding application(s), generally through the NYSEFC, for the recommended improvement project. The PER will be submitted to NYSDEC and NYSEFC for approval by both agencies, per the requirements of the EPG grant.

F. Grant Administration

MRB Group will ensure the award's specific grant administration requirements are met based on the agency's identified documentation, contract, and individual grant administration guidance.

Tasks to be coordinated and assembled as part of our grant administration services will include the following:

1. Grant Agreement Coordination in Grants Gateway.
2. Develop and Input Work Plan.
3. Development and Input Budget.
4. Coordinate Workers Comp and Disability Insurance Compliance.
5. MWBE Coordination and Reporting through NYS Contract System.
6. SDVOB and EEO Coordination and Reporting through email with the DEC.
7. Quarterly Progress Reports.
8. Quarterly Expense & Reimbursement Requests.
9. Final Reports and Closeout.

Total Compensation..... \$60,000.00

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. Preparation of additional grant funding applications or finance applications above and beyond services included for this Engineering Report.
- B. SEQR documentation/coordination.
- C. Geotechnical investigation.
- D. Archeological investigation.
- E. Topographical survey.
- F. Wetland/biological investigation.
- G. Design or preparation of construction documents.
- H. Regulatory permitting (Joint Application, US Army Corps of Engineers, etc.).
- I. Stormwater Pollution Prevention Plan (SWPPP).

IV. Commencement of Work

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

V. Professional Services Agreement

Attached hereto and made part of this Agreement are MRB Group's Professional Services Agreement.

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

Sincerely,



Jeffrey E. Boorsma, P.E.
Project Manager



William Davis
Eastern US Water Resources
Engineering Director

Proposal Accepted By:

Signature

Title

Date

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Perry, Village/O-25-1223 EPG WWTP Outfall/Letter Proposal/EPG WWTP Outfall Evaluation.docx>

MRB GROUP ENGINEERING, ARCHITECTURE & SURVEYING, D.P.C.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is between MRB Group Engineering, Architecture & Surveying, D.P.C. ("MRB Group") and Client (as defined in the Proposal) ("Client") (MRB Group and Client together are defined as "Parties" and each, a "Party"). MRB Group shall provide Client with services set forth in the Proposal (the "Services") under the terms set forth herein.

1. CLIENT RESPONSIBILITIES

- a. Project Information.** Client will provide MRB Group all information required to perform the Services, including but not limited to requirements, design objectives and constraints, design and construction standards, budgetary limitations, data, reports, surveys, instructions, and any other information pertinent to the Services and/or project, as applicable. Client represents and warrants that it will provide MRB Group with any information known to or suspected by Client regarding the existence or possible existence of any hazardous materials or pollutants.
- b. Right of Entry.** Client shall provide right of entry for MRB Group, its employees, subconsultants, and agents, and all necessary equipment to complete work. MRB Group will take reasonable precautions to minimize damage to property. Client understands that in the normal course of work some damage may occur, and the repair, restoration or remediation are not part of this Agreement.
- c. Ownership of Property.** Client represents that it owns the property upon which the Services will be provided.

2. MRB GROUP SERVICES

- a. Scope of Services and Standard of Care.** MRB Group's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The standard of care for all professional engineering and architectural related Services performed or furnished by MRB Group under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MRB Group makes no warranties, express or implied, under this Agreement, the Proposal or otherwise, in connection with any Services performed for or furnished by MRB Group. MRB Group shall not be required to sign any document that would result in MRB Group having to certify, guarantee or warrant conditions whose existence MRB Group cannot ascertain within the scope of Services. Client agrees not to make any dispute with MRB Group, including invoice disputes, in any way contingent upon MRB Group signing any such document.
- b. Compliance with Law.** MRB Group will comply with laws, codes and standards applicable to the project and the Services as of the effective date of this Agreement or the issuance of Documents, whichever is later.
- c. Opinions of Probable Construction Cost.** MRB Group's opinions of probable construction cost (if any) are to be made on the basis of MRB Group's experience, qualifications, and general familiarity with the construction industry. While MRB Group will use diligence in preparing such costs, it has no control over the cost of labor, materials, equipment, or services furnished by others, contractors' methods of determining prices, or competitive bidding or market conditions. MRB Group cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by MRB Group. If Client requires greater assistance as to probable construction costs, Client agrees to obtain an independent cost estimate.
- d. Opinions of Total Project Costs.** The Services, if any, of MRB Group with respect to total project costs will be limited to assisting Client in tabulating the various categories provided by Client that comprise total project costs. MRB Group assumes no responsibility

for the accuracy or completeness of any opinions of total project costs.

- e. Subcontracting.** MRB Group may retain subcontractors or subconsultants as MRB Group deems necessary to assist in the performance of the Services.

3. INVOICES AND PAYMENT

Client will pay MRB Group for Services relating to the period during which Services are performed in accordance with the fees and estimates set forth in the Proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the Proposal. All invoices are due within thirty (30) days of receipt. Any invoice remaining unpaid after thirty (30) days will bear interest from such date at 1.5 percent per month or at the maximum rate permitted by law, if less. If Client fails to pay any invoice when due, MRB Group may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to suspend or terminate performance of Services upon ten (10) days' prior written notice to Client. Client agrees to promptly advise MRB Group in writing of any good faith disputed amounts included in an invoice, but in no event later than the invoice due date. Client must pay all undisputed amounts in accordance with this Agreement. MRB Group reserves the right to withhold stamped drawings produced for any phase of a project under the terms of this Agreement until all invoices billed up until such point have been paid in full.

4. ELECTRONIC TRANSMITTALS

When transmitting Documents (as defined below) electronically, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the Documents resulting from the receiving Party's use of software applications, operating systems, or computer hardware differing from those used in the drafting or transmittal of the electronic Documents.

5. TERMINATION

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with this Agreement or applicable Proposal through no fault of the other Party that is not cured within thirty (30) days of receipt of notice. If this Agreement is so terminated, within fifteen (15) days of such termination, Client shall pay MRB Group for all Services rendered through the date of termination and all reimbursable expenses.

6. LIABILITY; INDEMNITY

- a. Limitation of Liability.** Except due to MRB Group's gross negligence or willful misconduct, in no event shall MRB Group's aggregate liability arising out of or relating to this Agreement, any attachment or Proposal exceed the fees paid for such affected Proposal. In no event shall MRB Group be liable under this Agreement, any attachment or Proposal to Client or any third party for consequential, indirect, special, exemplary, punitive, or enhanced damages arising out of, relating to or in connection with this Agreement, any attachment or Proposal regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages and (c) the legal and equitable theory (contract, tort or otherwise) upon which the claim is based. MRB Group is neither responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work, nor for any contractor's failure to execute the work in accordance with the Documents.

b. Indemnity. Client agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, resulting from Client's acts or omissions under this Agreement or a Proposal.

7. OWNERSHIP OF DOCUMENTS; RECORDS RETENTION

a. Ownership. All drawings, specifications, data, reports and other documents and/or deliverables prepared by MRB Group ("Documents") are instruments of service. MRB Group retains all common law, statutory and intellectual property rights (including copyrights) to all Documents. Client may make and retain copies of Documents for information and reference for use with the applicable project. MRB Group grants Client a license to use the Documents on the applicable project only. Any reuse or modification of the Documents shall be permitted only with the express prior written consent of MRB Group. Proper credit shall be given to MRB Group wherever the Documents, or portions thereof, are reproduced. Any other reuse or modifications are at Client's risk and full legal responsibility. Client agrees to indemnify and hold harmless MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants from all claims, damages, liabilities and costs, including attorneys' fees, arising out of or resulting from any reuse or modification of the Documents without the prior written consent of MRB Group.

b. Records Retention. MRB Group shall maintain on file a legible form, for a period of six (6) years following completion or termination of its Services, or such other period as required by applicable law, all relevant documents related to MRB Group's Services or pertinent to MRB Group's performance under this Agreement. Upon Client's written request, MRB Group shall provide Client with a copy of any such item, at cost, during such time period.

8. INSURANCE

MRB Group maintains insurance at its expense that is customary and reasonable for the Services to be provided herein. MRB Group agrees to provide a Certificate of Insurance to Client reflecting such coverage. Client agrees to maintain all applicable insurance in the forms of property, casualty and liability insurance coverage required for the project, and agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, arising as a result of a personal injury, death, or property damage occurring at the project site, or in areas otherwise under the control of Client.

9. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group is not responsible for nor do the fees in the Proposal include fees or payments required by jurisdictional agencies. Client agrees to pay all application, entrance, recording and/or service fees required by said agencies.

10. FORCE MAJEURE. Neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is actual, inadvisable and/or commercially impractical due to any cause beyond such Party's reasonable control, whether foreseeable or unforeseeable (a "Force Majeure Event"). The Party affected by the Force Majeure Event must give notice to the other Party of such event. During the Force Majeure Event, the Parties will negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner and will extend any timelines for completion by

a period of time reasonably necessary to overcome the effects of the Force Majeure Event. The impacted Party shall not be liable for any loss, costs or damages resulting from such delay or failure to perform its obligations under this Agreement.

11. PUBLICITY

MRB Group has the right to photograph the project associated with the Services and to use the photos taken by MRB Group, Client and/or professional photographers in the promotion of its professional practice through advertising, social media, public relations, proposals, presentations, brochures or other marketing materials in any form of media. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility/site, as applicable. Client also agrees to cite the name of MRB Group in all publicity, presentations and public relations activities that mention the name of the facility, site, project, and the like and to be a reference for MRB Group.

12. MISCELLANEOUS

a. Independent Contractor. It is understood and acknowledged that the services provided by MRB Group hereunder shall be in the capacity of an independent contractor, and not as an employee or agent of Client, and that MRB Group will neither hold itself out as, nor make claim to be an officer or employee of Client.

b. Binding Effect; Assignment. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.

c. Governing Law; Dispute Resolution. This Agreement shall in all respects be governed by and construed under the laws of the State of New York without regard to conflict of law principles. The Parties agree to resolve all disputes arising out of or relating to this Agreement or the Proposal ("Dispute") in good faith for a period of thirty (30) days from the date of receipt of notice by the non-disputing Party. If the Dispute is not resolved in such thirty (30) day period, the Parties agree to submit any unsettled claims, counterclaims, or the like regarding the Dispute to mediation. The Parties agree to participate in a confidential mediation promptly, in good faith, with a mutually agreed upon mediator, where the cost of the mediation is borne equally by both Parties. If the Parties fail to resolve the Dispute through negotiations or mediation, then the Parties agree that any claim or dispute arising under this Agreement shall be resolved by a court located in Monroe County, New York.

d. Entire Agreement. This Agreement, including all attachments and Proposals, constitutes the complete and exclusive agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way.

e. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.

f. Survival. Subject to the limitations and other provisions of this Agreement, all representations and warranties of a Party, as well as Sections 3, 5, 6, 7, 9, 11 and 12 (the "Surviving Clauses"), shall survive the expiration or termination of this Agreement for a period of six (6) years thereafter (the "Survival Period"). The parties must file any action arising directly or indirectly from the Surviving Clauses (an

“Action”) no later than the last day of the Survival Period. The parties waive the right to file an Action under any longer statute of limitations. All other provisions of this Agreement shall not survive the expiration or termination of this Agreement.

g. Notice. Unless otherwise provided in this Agreement, whenever notice is required to be given by law or this Agreement, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmation of receipt), certified or registered mail (in each case, return receipt requested, postage prepaid) or by a guaranteed nationally recognized overnight courier. Notice shall be effective upon receipt by the receiving Party pursuant to the terms herein.

**To: MRB Group Engineering, Architecture & Surveying, D.P.C.
145 Culver Road, Suite 160
Rochester, New York 14620
Attention: Chief Legal Officer**

To Client: (As set forth in the Proposal)

h. Waiver. Any waiver by either Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party so waiving.

i. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable, unless to do so would contravene the present valid and legal intent of the Parties.



RESOLUTION APPROVING EMPLOYEE HANDBOOK UPDATES

WHEREAS, the Office Committee has been reviewing the Employee Handbook and is recommending the attached updates; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the Employee Handbook updates as recommended by the Committee.

~~NON-UNION~~ EMPLOYMENT MANUAL

VILLAGE OF PERRY

This ~~Non-Union~~-Employment Manual was adopted
by the Board of Trustees on: January 7, 2008.

- Amended February 2, 2010
- Amended March 15, 2010
- Amended October 3, 2016
- Amended March 6, 2017
- Amended September 25, 2020

Village of Perry
~~NON-UNION~~ EMPLOYMENT MANUAL

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CHAPTER 1 INTRODUCTION

1.1 General Purpose of Manual

1.1.1 Statement of Purpose: The purpose of this ~~Non-Union~~-Employment Manual is to communicate important information about many of the Village's employment Policies and Practices. It is important that each employee understand the Policies and Practices that pertain to compensation, leave benefits, medical insurance benefits, work rules, and government regulations.

1.1.2 Previous Manuals: This ~~Non-Union~~-Employment Manual replaces any previous manual issued by the Village concerning the Policies and Practices contained within this manual. Each employee is therefore expected to comply with all policies, procedures, rules, and regulations of this ~~Non-Union~~-Employment Manual.

1.1.3 Questions: The Board of Trustees retains the right to interpret any part of this ~~Non-Union~~ Employment Manual. Questions regarding this ~~Non-Union~~-Employment Manual should be presented to the Village Clerk or Administrator.

1.2 ~~Non-Union~~ Employment Manual Disclaimers

1.2.1 Employment Contract: This ~~Non-Union~~-Employment Manual is not a contract of employment, express or implied, and should not be construed as such. An employee's employment with Village of Perry may be terminated by either the Village or the employee at any time and for any reason in accordance with any procedural requirements in Civil Service Law, Village Law, or applicable law, rule, or regulation.

1.2.2 Manual Exceptions: The ~~Non-Union~~-Employment Manual should not be interpreted as a guarantee that the policies and practices discussed in it will be applied in all cases. At its sole discretion, the Board of Trustees may make exceptions to its non-union employment policies and practices from time to time.

1.2.3 Manual Interpretation: The Board of Trustees retains the right to interpret any part of this ~~Non-Union~~ Employment Manual and to amend or eliminate any part of this ~~Non-Union~~-Employment Manual.

1.2.4 Governmental Regulations: In the event a federal, state, or local statute, rule, or regulation conflict with any provision contained in this ~~Non-Union~~ Employment Manual, then such statute, rule, or regulation will prevail.

1.2.5 Collective Bargaining Agreements: In the event an expressed provision within a collective bargaining agreement should conflict with an employment policy or practice within this ~~Non-Union~~-Employment Manual, the expressed provision of the collective bargaining agreement will control for those employees in the bargaining unit. If not, unless expressly excluded within a given section of this manual, this ~~Non-Union~~-Employment Manual will apply to all employees.

1.3 Definitions

1.3.1 Department Head: For purposes of this ~~Non-Union~~–Employment Manual, the term “Department Head” will mean either the Superintendent of Public Works, Village Clerk, Police Chief, Assistant Police Chief, Chief Water & Sewer Treatment Plant Operator, Park Maintenance Supervisor, or Village Administrator.

1.3.2 Supervisor: For purposes of this ~~Non-Union~~ Employment Manual, the term “supervisor” will mean the employee appropriately designated by a Department Head or by the Board of Trustees to direct and inspect the work within a department (e.g. Foreman of Village Streets). [Note: The appointment of an employee to function in a supervisory capacity may be subject to the rules and regulations of the rules and regulations of the local Civil Service agency.]

1.3.3 Employee: For the purposes of this ~~Non-Union~~–Employment Manual, the term “employee” will mean a person employed by the Village, including, but not limited to, supervisory personnel, provisional employee, probationary employee, temporary employee, seasonal employee, and an appointed member of a board or commission, but not an Elected Official or an independent contractor.

1.4 Employee Classifications

1.4.1 Full-Time Employee: For purposes of this ~~Non-Union~~–Employment Manual, a “full-time employee” will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

1.4.2 Part-Time Employee: For purposes of this ~~Non-Union~~ Employment Manual, a “part-time employee” will mean and refer to an employee who is regularly scheduled to work less than forty hours per week throughout the year.

1.4.3 Temporary Employee: For purposes of this ~~Non-Union~~–Employment Manual, “temporary employee” will mean and refer to an employee who is employed on an interim or “as needed” basis, including someone who is employed to work on a seasonal, special, or emergency basis for a specified period, or to replace an employee who is on an approved leave of absence. [Note: The appointment of a temporary employee is subject to the rules and regulations of the rules and regulations of the local Civil Service agency.]

CHAPTER 2 PERSONNEL PROCEDURES

2.1 Performance Appraisal

2.1.1 Purpose and Criteria: The purpose of the program is to recognize an employee's achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee's job duties, work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

2.1.2 Completion of Probationary Period: Performance reports filled out by the appropriate Department Head or Supervisor must be submitted to the Board of Trustees before the probationary period is completed.

2.1.3 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Board of Trustees. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

2.1.4 Evaluation Procedure: The appropriate Department Head or Supervisor will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the appropriate Department Head or Supervisor and the liaison from the Board of Trustees will meet with the employee to review the performance appraisal report.

2.1.5 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

2.1.6 Employee Reply: An employee's written comments, if any, will be included with the performance appraisal report, and placed in the employee's personnel file.

2.2 Personnel File

2.2.1 Content: The personnel records maintained by the Village include, but are not limited to, Employment Applications, Report of Personnel Change Forms; copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisals, grievance or dispute resolution notices, counseling memoranda, notices of discipline, and probationary reports.

2.2.2 Location of Files: All original personnel records for current employees will be kept in the [Clerk/Treasurer/Administrator's](#) office and will be maintained and controlled by the [Clerk/Treasurer/Administrator](#). All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the [Clerk/Treasurer/Administrator](#).

2.2.3 Change in Status: An employee must immediately notify the [Clerk/Treasurer/Clerk or Administrator](#) of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

2.2.4 Employee Access: Access to personnel files is limited. A current employee may review the contents of the employee's own personnel file by submitting a written request to the [Clerk/Treasurer/Administrator](#). An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the [Clerk/Treasurer/Administrator](#).

2.3 Rules of Conduct

2.3.1 Prohibited Conduct: An employee who is found to have violated the policies, procedures, rules, or regulations communicated in this Employment Manual or is found to have engaged in

misconduct or has failed to correct poor performance will be subject to disciplinary action in accordance with Section 75 of New York State Civil Service Law. *An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

2.3.2 Per Se Violations: The actions listed in this section will generally be regarded as just cause for immediate termination of employment. This list is illustrative and is not intended to limit the Board of Trustee's right to impose discipline in other appropriate cases.

- Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Village, supplier, visitor, supervisor, any other person, whether on or off Village premises.
- Possession of weapons, including but not limited to firearms, explosives, or knives (except for pocket knives) on Village property or in Village vehicles.
- Possession, use, or being under the influence of alcohol or controlled substances during hours of work or while on Village property or in Village vehicles.
- Willful or deliberate abuse, destruction, defacement, or misuse of Village property or the property of another employee, Elected Official, resident of the Village, supplier, visitor, supervisor, or any other person.
- Theft or unauthorized possession, use, or removal of Village property or the property of another employee, Elected Official, resident of the Village, supplier, visitor, or any other person.
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Village.
- Preparation or manipulation of another employee's time record.
- Acts of sabotage, including the work of another employee.
- Making false statements about another employee, Elected Official, resident of the Village, supplier, visitor, or any other person.
- Gross insubordination or willful refusal to comply with the lawful order or instruction of a Department Head, Supervisor, or Village Administrator.
- Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Village, supplier, visitor, supervisor, or any other person.
- Unauthorized expenditure of Village funds.
- Illegal gambling while on duty.

2.3.3 Misconduct: An employee found to have committed any of the actions listed in this section will be subject to appropriate disciplinary action, including termination of employment. This list is illustrative and is not intended to limit the Board of Trustee's right to impose discipline in other appropriate cases.

- Willful violation of Village's policies, procedures, rules, or regulations.
- Willful refusal to comply with the lawful order or instruction of a Department Head or supervisor.
- Willful work slow down, work stoppage, or interfering with or restricting the performance of another employee or in any other way interfering with Village operations.
- Sleeping on the job.
- Personal activity during paid work time without the expressed permission of the appropriate supervisor.
- Disruptive, loud, and boisterous behavior or horseplay in the workplace.
- Abusive language in the workplace, including racial slurs and epithets.
- Posting, removing, or defacing of notices, signs, or other written material without prior approval.

CHAPTER 3 OPERATIONAL POLICIES

3.1 Hours of Work

3.1.1 Work Schedules: The Board of Trustees establishes the normal hours of operation at the annual organizational meeting. The Board of Trustees reserves the right to approve all employee work schedules. *An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement on the subject of hours of work.*

3.2 Notification of Absence

3.2.1 Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work.

In the event an employee in an **administrative position or clerical position** is unable to report to work at the scheduled time, the employee must notify the Village Clerk as soon as possible **before** the employee's scheduled starting time.

In the event an employee in a **public works position** is unable to report to work at the scheduled time, the employee must notify the [Village Clerk/Superintendent of Public Works](#) at least one hour before the employee's scheduled starting time.

The reason for tardiness and the expected time of arrival must be indicated to their ~~Village Clerk~~ [Department Head](#).

3.2.2 Unscheduled Absences: An employee in an **administrative position or clerical** who is unable to report to work must personally notify the Village Clerk as soon as possible **before** the employee's scheduled starting time.

An employee in a **public works position** who is unable to report to work must personally notify the ~~Village Clerk~~ [Superintendent of Public Works](#) at least one hour before the employee's scheduled starting time.

The employee must speak directly with the ~~Village Clerk~~ [Department Head](#), unless ~~the Village Clerk~~ [their Department Head](#) authorizes the use of an answering device for this purpose, and state the reason for the absence and when the employee expects to return to work. Notification requirements may be waived in cases of emergency. These procedures must be followed to receive paid sick leave.

3.2.3 Daily Notification: In the event an employee is unable to report to work, the employee must notify their ~~Village Clerk~~ [Department Head](#) each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived.

3.2.4 Early Departure: In the event an employee must leave work during the workday, the employee must notify their ~~Village Clerk~~ [Department Head](#).

3.3 Meal and Rest Periods

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Meal and Rest Period provisions set forth below and should refer to the applicable collective bargaining agreement on meal and rest periods.*

3.3.1 Meal Periods: An employee who works more than six (6) hours in a given day will receive an unpaid, duty-free meal period not to exceed sixty (60) minutes. Meal periods must be planned in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal period.

In accordance with State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

3.3.2 Rest Periods (administrative/clerical positions): An employee in an administrative position or clerical position may take brief, informal breaks to attend to personal needs.

3.3.3 Rest Periods (labor intensive positions): An employee in a labor intensive position will normally be allowed two fifteen-minute breaks (from cessation to resumption of work). The morning break shall be taken approximately in the middle of the first half of the employee's

workday and the afternoon break shall be taken approximately in the middle of the second half of the employee's workday, except when the press of work requires that the breaks be taken at different times. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

3.3.4 Approval of Rest Periods: Rest periods must be approved by the Department Head, in accordance with the needs and requirements of the department. Unless otherwise directed by the Department Head, all rest periods must be taken at the work-site and may not exceed the time allowed.

[3.3.5 Breaks for Nursing Mothers: In compliance with NYS Labor Law §206-c, employees who are nursing mothers shall be allowed to use a reasonable unpaid break \(generally between twenty to thirty minutes\) in addition to the employee's meal and rest breaks to express milk for a nursing child. The Village will provide this unpaid break at least once every three hours if requested by the employee. The Village will allow the employee to make up time not worked as a result of the unpaid break either before or after the employee's work shift \(during the Village's normal hours of operation\). This provision applies to nursing mothers for up to three years following childbirth. The Village will make a reasonable effort to provide a room or location other than the restroom or toilet stall, within walking distance to the employee's workspace, or other location in close proximity to work so that nursing mothers can express in private. An employee wishing to avail herself of this unpaid break is required to give the Village notice, preferably prior to the employee's return to work following the birth of her child, to allow the Village an opportunity to establish a location and to schedule leave time for multiple employees, if needed.](#)

3.4 Emergency Closings

Union-Represented Employees: *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Emergency Situations provision set forth below.*

3.4.1 Closing Procedures: It is Village of Perry policy to remain open during all normally scheduled work hours. However, there may be times when inclement weather, power failure, or another similar emergency requires the Village Offices to open late, close early, or shut down for an entire workday. In such an event, the Mayor may authorize the closing of non-emergency operations and excuse certain employees from work.

3.4.2 Inclement Weather: Employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the Mayor. When Village Offices **have not** officially closed, an employee who does not report to work or requests to arrive at work late or leave work early must obtain prior authorization from the appropriate Department Head. Paid vacation or personal leave must be taken, if available, or the time off is without pay.

3.4.3 Closing Affect on Compensation: Pay for employees will be in accordance with the provisions below:

- **During Work** - A full-time or part-time employee who is directed by the Mayor to leave work due to an emergency closing will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime.

- **Prior to Reporting to Work** – A full-time employee who is directed not to report to work due to an emergency closing will be paid for the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime. A part-time employee who is directed not to report to work will not be paid for the workday. Such part-time employee may choose to make-up the time at a later date if agreed to by the Department Head.

3.4.4 Compensation for Employees on Scheduled Leave: An employee who is on vacation, compensatory leave, sick leave, personal leave, bereavement leave, or jury duty leave during an emergency closing will be charged such leave as scheduled.

3.5 Time Records

3.5.1 Individual Time Records: All employees are required to complete an individual time record showing the daily hours worked and authorized paid leave taken.

3.5.2 Procedures: An employee is to complete a time record in accordance with the following procedures:

- Time records must be completed by the close of each workday;
- All paid and unpaid leaves of absence must be recorded;
- Employees must complete their own time record;
- The time record must be submitted to the Department Head at the time specified;
- The time record must be verified and signed by the Department Head;
- The Department Head is to submit time records to the Village Clerk on a weekly basis.

3.5.3 Correction of Errors: An employee must immediately bring errors in time records to the attention of the Department Head who will investigate the matter and make and initial the correction once the error has been verified.

3.5.4 Falsification of Time Records: An employee who falsifies or alters the employee's own time record or the time record of another employee, or completes a time record for another employee, may be subject to disciplinary action. In justifying circumstances where an employee is not able to complete the employee's own time record, the Department Head may complete the time record on behalf of the employee.

3.6 Supplies, Tools, and Equipment

3.6.1 Purchasing: The Board of Trustees has established a procurement policy that must be followed without exception. No employee shall make purchases for the Village, or use the Village's name to make purchases, unless so authorized by the Board of Trustees and in adherence to the procedures set forth in the procurement policy.

3.6.2 Supplies: An employee may not use office supplies for personal use, including paper, envelopes, and postage.

3.6.3 Office Tools and Equipment: An employee may use computers, fax machines, and copiers for personal use but not for furtherance of any business or personal financial gain. If the fax transmission is long distance, the employee must reimburse the Village for the cost of the call. The employee is responsible for the proper care of all equipment while it is being used for personal use and must repair or replace any equipment damaged by the employee as a result of negligence or intentional misuse.

3.6.4 Mechanical Tools and Equipment: An employee may not use the Department of Public Works garage or tools and equipment for personal use. An employee must repair or replace any tool or equipment lost or damaged by the employee as a result of negligence or intentional misuse.

3.6.5 Fuel: An employee may not use gasoline, fuel oil, or motor oil purchased by the Village for personal use.

3.7 Vehicle Usage Policy

3.7.1 Policy Statement: An employee may be required to drive vehicles owned, leased, or rented by the Village or the employee's own personal vehicle to conduct business on behalf of Village. Employees who drive on Village business must operate vehicles in a safe and responsible manner and in compliance with motor vehicle and traffic regulations.

3.7.2 Use of Village Vehicles: Vehicles owned, leased, or rented by the Village are assigned to an employee for the sole purpose of conducting Village business. Only authorized employees may drive Village vehicles. Village vehicles may only be used for authorized Village business and may not be used for the personal use or private gain or to transport unauthorized individuals or materials, except as noted below.

3.7.3 Use of Personal Vehicle for Village Business: An employee who drives a personal vehicle to conduct Village business must have auto liability insurance (for both bodily injury and property damage) and proof of a minimum policy for liability coverage of \$100,000 per person and \$300,000 per accident. Proof of such insurance is required upon hire and on an annual basis thereafter. If an employee's liability insurance lapses, the Village Clerk must be notified immediately.

3.7.4 Traffic Violation: An employee is responsible for paying the cost of any traffic or parking tickets, moving violations, or fines that result from driving while on Village business, and must notify the Village Clerk.

3.7.5 Accident: An employee must notify the Village ~~Clerk~~Administrator immediately in the event of an accident, theft, or damage involving vehicle owned, leased, or rented by the Village or the employee's own personal vehicle being used for Village business, regardless of the extent of the damage or lack of injuries. A law enforcement officer must be summoned to the scene of any accident involving a Village employee or vehicle being used for Village business. The employee must cooperate with any law enforcement officer who is investigating the accident but should not make any statements or provide information to anyone else. An Accident Report from the police must be submitted to the Village ~~Clerk~~Administrator.

3.7.6 Village Vehicle Maintenance: Employees are responsible for maintaining Village vehicles in a neat and clean condition at all times. Papers and garbage must be removed from the vehicle at the end of each trip. Vehicles should be maintained in a safe and secure condition when not in use. It is the employee's responsibility to notify the Superintendent of Public Works of any needed maintenance or repair work on a Village vehicle.

No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Village vehicles at any time, except those of a limited community service nature that have been authorized by the Board of Trustees.

3.7.7 Standards: For the purpose of compliance with this policy, the following standards must be met at all times:

- Village vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department Head to which it is assigned;
- Village vehicles may not be used to transport persons who are not officials or employees of the Village, or material not related to the conduct of official Village business, without direct authorization by the appropriate Department Head, Village Administrator or the Board of Trustees;
- Village vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation.

3.8 Telephone / Cell Phone Usage

3.8.1 Guidelines: Telephone and cell phone usage must adhere to the following guidelines:

- An employee must answer promptly and speak in a clear, friendly and courteous tone;
- An employee must give the name of the department or office and one's own name. If the call is not for the employee who answers, the employee must transfer the caller to the correct party or take a message recording all pertinent information;
- If the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred;
- An employee may not make or receive personal telephone or cell phone calls during work hours, except in an emergency or to check briefly on family matters;
- An employee may not make or receive personal calls on a Village provided telephone or cell phone that will result in additional charges to the Village, except in an emergency and/or with prior approval from the Department Head, or Village Administrator. The employee must reimburse the Village for the cost of the call.

3.9 Computer Systems

3.9.1 Policy Statement: All computer systems, hardware, software, and files are the property of the Village of Perry. This includes the messages created, transmitted, and stored on such systems and equipment.

3.9.2 Inspection: A Department Head and/or the Board of Trustees have the authority to inspect the contents of any computer equipment, files, or electronic mail of employees in the normal course of their supervisory responsibilities. There is no privacy when using computer systems and equipment.

3.9.3 Usage: Computer systems, hardware, and software provided to an employee are for the purpose of aiding an employee in the performance of the employee's job functions. No unauthorized or unlicensed hardware or software may be used or installed on any computer.

3.9.4 Prohibited Uses: In addition to the guidelines set forth above, the following uses of Village-owned computers and equipment are prohibited. This list is meant to be illustrative, and not exhaustive.

- Any illegal activity;
- Threats or harassment;
- Slander or defamation;
- Transferring of obscene or suggestive messages or graphical images;
- Commercial activity;
- Unauthorized accessing or attempting unauthorized access of another person's files;
- Unauthorized use or aiding in the unauthorized use of another person's password;
- Harming or destroying files or data (other than editing or deleting information in the normal course of one's job duties);

3.10 Internet Systems

3.10.1 Access: Internet service may be provided to employees who have a work-related reason to have access. Approval must be obtained from the Department Head or Village Administrator.

3.10.2 Prohibited Uses: An employee may send personal e-mail messages, however, communication must not interfere with the performance of the employee's job duties. In addition to the prohibitions set forth in the section on Computer Systems above, any activities prohibited for any other general computer user are also prohibited with respect to Internet usage.

3.10.3 Inspection: There is no privacy of e-mail and Internet usage. All files and Internet usage are subject to inspection and/or monitoring by Department Heads and Village Administrator. An employee who is required to have a password must submit that password to the Department Head.

3.11 Unauthorized Work

3.11.1 Policy Statement: An employee may not perform work for any entity other than the Village during the employee's assigned duties.

3.12 Outside Employment

3.12.1 Policy Statement: It is the policy of the Board of Trustees that an employee may engage in outside work during non-working hours provided such employment does not interfere with the employee's performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Village. The employee must inform the Board of Trustees of any outside employment in order to prevent a possible conflict of interest.

3.12.2 Guidelines: The following guidelines have been established for an employee who engages in outside employment.

- An employee may not receive any income or material gain for materials produced or services rendered while performing the employee's duties for the Village.
- If the Board of Trustees determines that an employee's outside work interferes with the performance of the employee's duties for the Village, the employee may be required to terminate the outside employment.
- An employee may not use Village-owned equipment, supplies, or other property, including any item that identifies the employee as working for the Village, to perform work for the employee's own monetary gain or another concern.

3.13 Personal Property

3.13.1 Policy Statement: An employee is not to bring unnecessary or inappropriate personal property to work.

3.13.2 Personal Liability: An employee is expected to exercise reasonable care to safeguard personal items brought to work. The Village will not repair, replace, or reimburse an employee for the damage or loss of the employee's personal property.

3.13.3 Inspections: Desks, lockers, and other storage devices may be provided for the convenience of employees but they remain the sole property of the Village. The Village is not responsible for loss or damage to personal property placed in such storage devices. In the event the Board of Trustees has reasonable suspicion to believe there are drugs, alcohol, weapons, or stolen property in such storage devices, the Board of Trustees can inspect such storage devices, as well as any articles found within them, at any time, with or without notice. The inspection will normally be done by the two representatives of the Village and may or may not be made in the presence of the employee.

3.14 Expense Reimbursement

Eligible Expense – Upon proper authorization and approval of the Village Administrator, an employee or Elected Official will be reimbursed for expenses associated with carrying out Village business, including, but not limited to, meals, lodging, parking, and highway tolls. An employee or Elected Official attending a luncheon or dinner as an official representative of the Village will be reimbursed for expenses incurred, upon presentation of an itemized claim.

Mileage – An employee must use a Village vehicle if one is available. An employee who is directed by the appropriate Department Head to use the employee’s own vehicle to conduct Village business will be reimbursed at the mileage rate established by the Village Board. All required documentation and corresponding receipts must be submitted to the Village Administrator for reimbursement.

Required Training – Upon proper authorization and prior approval of the Village Administrator, an employee will be reimbursed for required training. All required documentation and corresponding receipts must be submitted to the Village Administrator for reimbursement.

Required Membership Fees – Upon proper authorization and approval of the Village Administrator, an employee required to hold membership in a professional organization as part of the employee’s job will be reimbursed for any required dues and/or fees. All required documentation and corresponding receipts must be submitted to the Village Administrator for reimbursement.

3.156 Credit Cards

Policy Statement – To establish the policy and procedures for the use of Village issued credit cards to the position of Village Clerk, Chief of Police, and Village Administrator to ensure appropriate internal controls are established and to enhance productivity.

Scope – The Village Board will make all decisions regarding the issuance of individual cards and the establishment of any and all additional controls of their use. The total credit limit shall not exceed \$20,000.

- a. Village credit cards may be used for travel and/or training expenses and fuel, materials, supplies, and equipment, only if a purchase order cannot be issued. Charges for supplies and equipment shall not exceed \$1,000 per item without approval from the Village Treasurer.
- b. Prohibited uses include:
 - Personal purchases of any kind. Use of credit cards for personal purchases or expenses with the intention of reimbursing the Village is prohibited.
 - Splitting of charges to avoid the transaction limit set for the credit card.
 - No cash advances (ATM, money orders, etc)
- c. All cardholders should take all measures necessary to ensure the security of the credit card and the card number. Cardholders shall not give their card or their card number to others to use on their behalf.
- d. Lack of proper documentation or authorizations may result in loss of credit card privileges and/or personal liability.
- e. Misuse of a Village credit card by an authorized employee may result in loss of credit card and/or disciplinary action against the employee, up to and including termination of employment.

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Procedure

- a. When using the Village credit card, the cardholder should:

- a. Ensure the goods or services are budgeted and allowable.
- b. Determine if the intended purchase is within the cardholder's credit card limits.
- c. Tell the merchant or supplier that the purchase will be made using the credit card issued through the Village of Perry and that the purchase is tax exempt.
- d. The cardholder is responsible for managing any returns or exchanges to ensure proper credit is received for returned merchandise.

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b. All receipts related to the purchase shall be signed by the department head and forwarded to the Village Administrator or Village Clerk within (5) five days of the purchase. If the cardholder does not have receipt or proper documentation to submit, a reconciliation statement that includes a description of the item, date of purchase, merchant's name and an explanation for the missing support documents shall be submitted within (5) five days of the purchase. Frequent instances of missing documentation may result in the cardholder's privileges being revoked.

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c. The Village Clerk's Office will reconcile the credit card statement to the receipts forwarded by the departments making the purchase. Exceptions will be forwarded to the department involved for resolution.

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d. It is the cardholder's responsibility to submit the receipts and other documentation within the time frame stated above. If the information is not submitted in a timely manner, the department that has not submitted the information will be responsible for the interest and/or late charges.

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e. If a credit card is lost or stolen it shall be reported to the Village Administrator immediately.

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f. Upon separation of employment, cardholders shall surrender their village credit card to the Village Administrator on or before their last day of work and prior to issuance of final compensation to the cardholder.

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3.16 Cash Receipts and Disbursements Policy

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Policy Statement - The purpose of this policy is to establish procedures for the proper handling, recording, and safeguarding of cash receipts and disbursements to ensure accurate financial reporting and prevent fraud or misuse of funds.

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Scope - This policy applies to all employees, departments, and programs within the Village of Perry involved in the receipt or disbursement of cash.

1. Cash Receipts

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a. Acceptable Forms of Receipts:

- Cash
- Checks
- ACH transfers
- Credit card payments

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b. Procedure:

- All cash and checks must be recorded immediately upon receipt.
- Checks should be endorsed as soon as they are received.
- A pre-numbered receipt or automated receipt system must be used.
- Deposits should be made as often as possible.
 - Tax deposits shall be made within 24 hours of receipt.
 - Water and sewer deposits shall be made within 48 hours from receipt.
 - Miscellaneous revenue deposits shall be made within 72 hours from receipt.
- Cash should be stored in a secure, locked location until deposited.
- A copy of the deposit slip must be retained and reconciled with accounting records.

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c. Responsibilities:

- Only authorized personnel may handle cash.
- All receipts must be entered into the tracking sheet promptly and entered into the accounting system with the month end reconciliations.

2. Cash Disbursements

a. Payment Methods:

- Checks
- EFT/ACH transfers
- Village credit cards

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b. Authorization and Approval:

- All disbursements must be properly authorized and supported by original documentation (e.g., invoice, purchase order) and follow the Village's Purchasing Policy.
- Disbursements must be made only for legitimate business expenses.

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c. Check Control:

- Checks must be pre-numbered and secured.
- Voided checks must be retained and marked "VOID."
- No checks may be made payable to "cash."

3. Recordkeeping and Reconciliation

- Monthly bank reconciliations must be performed by someone not involved in handling cash.
- Any discrepancies must be investigated and resolved promptly.

4. Internal Controls

- Segregation of duties must be maintained between those who handle cash and those who record transactions.
- Regular audits should be conducted to ensure compliance.

5. Policy Review

This policy shall be reviewed annually and updated as necessary by the Treasurer and Village Board.

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3.17. Fund Balance Policy

See the Fund Balance Policy adopted by the Village Board of Trustees on April 3, 2023.

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3.18 Capital Assets Policy

1. Purpose

The purpose of this policy is to establish guidelines for the acquisition, recording, depreciation, inventory, and disposal of capital fixed assets to ensure accurate financial reporting and safeguard organizational property.

2. Scope

This policy applies to all departments and personnel involved in purchasing, managing, and disposing of capital fixed assets owned by the organization.

3. Definition of Capital Fixed Assets

Capital fixed assets are tangible assets that:

- Are held for use in operations.
- Have a useful life of more than one year, and
- Have a value at or above the organization's capitalization threshold.

4. Capitalization Threshold

Assets must meet both the minimum dollar amount and useful life criteria to be capitalized.

<u>Asset Type</u>	<u>Capitalization Threshold</u>	<u>Useful Life</u>
<u>Land</u>	<u>All purchases</u>	<u>Indefinite</u>
<u>Buildings</u>	<u>\$10,000</u>	<u>20-50 years</u>
<u>Equipment</u>	<u>\$2,500</u>	<u>3-15 years</u>
<u>Vehicles</u>	<u>\$2,500</u>	<u>5-10 years</u>
<u>Infrastructure</u>	<u>\$50,000</u>	<u>10-50 years</u>

5. Asset Acquisition

- All capital asset purchases must be approved through the appropriate procurement process.
- Assets must be recorded in the fixed asset register within 30 days of acquisition.
- Donated assets will be recorded at fair market value on the date of donation.

6. Depreciation

- Depreciation will be calculated using the straight-line method unless otherwise noted.
- Salvage value, if applicable, will be subtracted before calculating depreciation.
- Land is not depreciated.

7. Inventory

- A physical inventory of capital assets will be conducted at least every two years.

8. Asset Disposal

- Prior to disposal, approval must be obtained from the Treasurer.
- Disposal methods may include sale, trade-in, donation, or scrap.
- Disposals must be documented and removed from the asset register.

9. Responsibilities

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- Treasurer: Maintain the fixed asset register, calculate depreciation, ensure compliance with accounting standards.
- Department Heads: Notify Treasurer of acquisitions, transfers, or disposals, and assist in physical inventory.

10. Policy Review

This policy will be reviewed and updated every three years or as needed.

3.19 Online Banking Policy

1. Purpose

This policy establishes rules and procedures governing the use of online banking services. Its purpose is to ensure **security, accountability, transparency, and proper financial management** in accordance with applicable government auditing and treasury regulations.

2. Scope

This policy applies to all elected officials, department heads, employees, and authorized representatives involved in accessing, managing, or overseeing online banking transactions of the Village of Perry.

3. Authorized Banks and Accounts

- The Village shall maintain online banking services as approved by the Village Board of Trustees.
- All online-enabled bank accounts must be approved by the Treasurer.

4. Internal Controls and Security

- Multi-factor authentication (MFA) must be enabled for all users.
- Passwords must:
 - Be changed every 60 days
 - Never be shared
 - Meet minimum complexity requirements
- Online banking must be accessed only from government-issued devices and secure internet connections. All devices must have antivirus software installed.
- All users must log out after each session.

5. Fund Transfers and Payments

- The Village Clerk enters the transaction in the online banking platform. If the Village Clerk is unavailable, the Treasurer shall make the necessary transaction.
- The Treasurer shall review supporting documents, such as:
 - Approved abstract for payment by the Village Board of Trustees
 - Payroll documents as approved by the Treasurer
 - Transfers from accounts for grant disbursements, electronic payments, transfers between funds, etc.
- The system-generated transaction receipt must be:
 - Printed
 - Attached to the disbursement documentation

- iii. Forwarded to the Treasurer for recording
- d. The Village Treasurer is responsible for transactions related to investments and cash flow needs. Documentation of each transaction shall be attached to monthly reconciliations and bank statements.
- e. The Village Treasurer and the Village Clerk are authorized to make wire transfers and ACH payments for approved payments that only provide those methods of payments. The Treasurer and Clerk are authorized to make payments prior to audit for vehicle payments to hold vehicle for purchase, utility services, medical payments, payroll, or bills to avoid late charges.

6. Monthly Reconciliation

The Treasurer shall conduct monthly reconciliations using bank statements.

7. Recordkeeping and Audit

All online transactions must be documented and retained for **at least 6 years**.

Electronic receipts, confirmation emails, and bank statements must be stored in a secure location.

The Village shall allow the internal audit units full access to online banking records during audits.

8. Incident Reporting

Any suspicious transaction, unauthorized access, or system breach must be reported immediately to the Treasurer. An investigation must begin within **24 hours** of the report.

9. Termination of Access

Online banking access must be revoked when:

An employee is reassigned, resigns, or retires

A _____ user _____ violates _____ this _____ policy

A log of all revoked access privileges must be maintained.

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CHAPTER 4 COMPENSATION

4.1 Wage and Salary Rates

4.1.1 Rate of Pay: An employee's rate of pay will be set by the Board of Trustees.

4.2 Longevity

4.2.1 Longevity payment (full time): The Superintendent of Public Works, Park Maintenance Supervisor, Police Chief, Chief Water and Sewer Treatment Plant Operator, ~~and Village Clerk, and Deputy Village Clerk~~ shall be granted a longevity allotment in addition to their wages based on years of continuous service. ~~The Deputy Clerk will be granted a pro-rated longevity allotment in addition to their wages on years of years of continuous service.~~

For 5 – 10 years of service	\$ 500
For 11 – 15 years of service	\$ 700
For 16 – 20 years of service	\$ 900
For 21 – 25 years of service	\$1,100
For 26 years and over	\$1,500

CHAPTER 5 PAID LEAVE

5.1 Holidays

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Holidays provisions set forth below and should refer to the applicable collective bargaining agreement on holidays.*

5.1.1 Designated Holidays: The holidays listed below will be observed on the day designated by the Board of Trustees in April of each year.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Employee's Birthday

5.1.2 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which an employee was not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Department Head.

5.1.3 Holiday Pay: An employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay. An employee is eligible for holiday pay upon the first day of employment.

5.1.4 Assigned to Work on a Holiday : An hourly employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay" **or**, with the approval of the Department Head, the employee will be paid for all hours worked at the employee's regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within thirty calendar days following the holiday.

5.1.5 Superintendent of Public Works Holidays: The Superintendent of Public Works will be governed by the CSEA General Unit Agreement regarding holidays.

5.1.6 Holiday Pay During Paid Leaves (Full Time Employees): In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

5.2 Vacation Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Vacation Leave provisions set forth below and should refer to the applicable collective bargaining agreement on vacation leave.*

5.2.1 Allowance (Accrual System) : A Full Time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule. ~~The part time Deputy Clerk and Police Secretary will be credited vacation on a pro-rated basis.~~

	CREDITS PER MONTH
Upon hire	6.67 hours (equals 80 hours/year)
Upon start of 5 th year of continuous service	10.00 hours (equals 120 hours/year)
Upon start of 10 th year of continuous service	13.33 hours (equals 160 hours/year)
Upon start of 18 th year of continuous service (hired before 6-1-2006 only)	16.67 hours (equals 200 hours/year)

For example, an employee who has completed four years of continuous service on February 26th will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1st; similarly, an employee who has completed nine years of continuous service on September 5th will see an increase from 10 hours per month to 13.33 hours per month on October 1st.

5.2.2 New Employees: A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

5.2.3 Accrual During Leaves of Absence: An employee who is on an approved leave of absence due to an on-the-job illness or injury shall be considered on the payroll for purposes of accruing vacation. Otherwise, an employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

5.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of two hundred and eighty hours. Any vacation credits in excess of two hundred and eighty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may “carry” the excess for ninety calendar days.

5.2.5 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any fiscal year (June 1 through May 31). Payment will be made within the pay period following the date the request was made. Payment will be at the employee’s then current rate of pay.

5.2.6 Scheduling: Written requests shall be given to the Department Head or Village Administrator at least one week in advance, for three or more consecutive days of vacation. All vacation time must be approved in advance and will not be used to cover unscheduled absences after the fact. The Department Head or Village Administrator has the right to refuse or approve all requests in the best interest of the department. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. An employee may take vacation leave only after it has been credited. Vacation leave may not be used in increments of less than “half days”.

5.2.7 Termination of Employment: In the event the employee resigns, retires, or is laid off, the employee will be compensated at the employee’s then current regular rate of pay for vacation leave credits earned but not used. In the event an employee leaves employment due to

disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Village will pay the employee's estate for any unused vacation leave.

5.3 Sick Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Sick Leave provisions set forth below and should refer to the applicable collective bargaining agreement on sick leave.*

5.3.1 Allowance (Monthly Accrual): Full-time employees shall be granted paid sick leave based upon the employees' normal workday. It will be accumulated in hours. ~~The part-time Deputy Clerk and Police Secretary will be granted sick time on a pro-rated basis.~~

5.3.2 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

5.3.3 Accumulation: The maximum accumulation of sick leave credits is 1040 hours.

5.3.4 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. Sick leave is allowed to be used by the employee for the employee's own dental appointments or medical appointments or examinations that cannot be scheduled during non-work hours. An employee may take paid sick leave only after it has been credited. All leaves shall be allowed in ~~four or eight~~one hour units.

5.3.5 Family Sick Leave: An employee may use a maximum of forty hours per year of accrued sick leave for the purpose of family health care if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, grandparent, and spouse's parent, or any person with whom the employee makes a primary residence.

5.3.6 Notification of Sick Leave: An employee in an **administrative position or clerical** who is unable to report to work must personally notify ~~the Village Clerk~~their Department Head as soon as possible **before** the employee's scheduled starting time.

An employee in a **public works position** who is unable to report to work must personally notify the Department Head at least one hour before the employee's scheduled starting time.

The employee must speak directly with the Department Head, unless the Department Head authorizes the use of an answering device for this purpose, and state the reason for the absence and when the employee expects to return to work. Notification requirements may be waived in cases of emergency. These procedures must be followed to receive paid sick leave.

5.3.7 Medical Verification: The Board of Trustees may require medical verification of an employee's absence if the Board of Trustees perceives the employee is demonstrating a pattern of sick leave abuse. The Board of Trustees may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

5.3.8 Retirement Credit: The Village will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

5.4 Personal Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Personal Leave provisions set forth below and should refer to the applicable collective bargaining agreement on Personal Leave.*

5.4.1 Allowance: A full-time employee will be credited with forty hours of paid personal leave on June 1st of each year for use during the following twelve months. ~~The part-time Deputy Clerk will be credited personal leave on a pro-rated basis.~~

5.4.2 New Employees: An employee who is hired after June 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that fiscal year.

5.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the fiscal year will be converted to sick leave credits.

5.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

5.4.5 Scheduling: An employee shall notify the Department Head at least fifteen minutes before the start of the work day when the employee intends to be absent for a personal day not previously approved. In an emergency situation, a written notification is permitted after the leave has been taken. All leaves shall be allowed ~~four or eight~~ one hour units.

5.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

5.5 Bereavement Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Bereavement Leave provisions set forth below and should refer to the applicable collective bargaining agreement on bereavement leave.*

5.5.1 Immediate Family: In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. [Other circumstances that require leave outside of the dates of death and day after the burial will need to be submitted in writing for review and approval by the Village Administrator.](#) For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- [Grandchild](#)
- [Spouse's Parent](#)
- Child (including step & foster)
- [Sibling](#)
- [Grandparent](#)
- [Child's Spouse](#)

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5.5.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- [SiblingAunt](#)
- [GrandchildCousin](#)
- [GrandparentNephew](#)
- [Spouse's ParentUncle](#)
- [Child's SpouseNiece](#)

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5.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Department Head. The Department Head or Village Administrator shall have total discretion in the approval of such additional bereavement leave.

5.6 Jury Duty

5.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

5.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Department Head.

5.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

5.7 Leave for Cancer Screening

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[Policy](#) – [The Village of Perry complies with New York State Civil Service Law which entitles all Village employees to paid leave to undertake screening for cancer screening. This leave will not be charged against any available sick, vacation, personal, compensatory or other leave accruals. This does not preclude an employee's option to use other available paid leave for this same purpose.](#)

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Allowance – An employee will be allowed four hours of paid leave per year for the purpose of undergoing a cancer screening procedure. Such paid leave will be accrued as of June 1 each year. If the employee does not exercise his/her rights to the leave, those hours are not carried forward to the next year. The allowed leave time may include the travel time to and from the appointment and any subsequent follow up consultation visits. In addition, the allowed leave may be staggered throughout the year until the maximum allowance has been reached.

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Scheduling – An employee must receive prior approval from the employee's Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonably deny such request.

Documentation Requirements – If an employee applies for paid leave for a cancer screening procedure under this policy, documentation must be provided to the Department Head from the health care provider verifying that the absence from the workplace was for cancer screening. If an employee uses any other available leave for a cancer screening procedure, the provision of the applicable leave policy (e.g. sick, personal, vacation, compensatory) will apply; there is no requirement in such a case to provide specific documentation regarding cancer screening.

5.9 Leave for Hepatitis Vaccination

Employees whose job duties may expose them to blood, bodily fluids, or wastewater are eligible to receive the Hepatitis A and B vaccines at no cost. Hepatitis vaccines can be received at the Wyoming County Department of Health. Employees will be paid for travel time to and from the Health Department and while receiving the vaccination during working hours.

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Hepatitis B

- Required by OSHA to be offered to employees with potential exposure to blood or bodily fluids.
- The vaccine series is provided **free of charge**.

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Hepatitis A

- Offered to employees who may be exposed to wastewater or sewage.
- Provided **free of charge** and recommended for wastewater, and similar roles.

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Vaccine Refusal and Waiver

- Employees may choose to decline either the Hepatitis A or Hepatitis B vaccination.
- Employees who refuse a vaccine will be required to **sign a vaccination declination form/waiver** confirming they were offered the vaccine and elected not to receive it.
- Employees may request and receive the vaccine at a later date at no cost, even if they previously declined.

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Exposure Incidents

- If an employee experiences contact with blood, bodily fluids, or wastewater:
1. Wash the affected area immediately.
 2. Report the exposure to a supervisor.
 3. Follow instructions for medical evaluation and any recommended treatment at no cost.

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Employee Responsibilities

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- Follow safety procedures and use required PPE.
- Report exposures promptly.
- Participate in required training.

Employer Responsibilities

- Provide vaccines, training, and medical follow-up at no cost.
- Maintain a safe workplace and required exposure-control procedures.

5.10 Compensatory Time

Union-Represented Employees - An employee who is a member of a collective bargaining unit is not covered by or eligible for the Compensatory Time provisions set forth below and should refer to the applicable collective bargaining agreement on Compensatory Time.

In the event that a full-time, exempt, salaried employee is required to work more than forty hours in a week, the employee shall be allowed to receive compensatory time off at rate of one hour for each hour of authorized overtime worked.

The use of compensatory time must be mutually agreed upon with the department head and the Village Administrator at least two weeks in advance. Compensatory time can accumulate but must be used by the end of the fiscal year (May 31st).

An employee who is eligible for compensatory time under this section may not convert more than 40 hours into compensatory leave time at any given time. An employee must use all the compensatory leave credits within the fiscal year in which it is earned.

An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will not receive payment for unused compensatory credits.

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CHAPTER 6 UNPAID LEAVE

6.1 Leaves of Absence Without Pay

6.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Board of Trustees. Subject to the approval of the Board of Trustees, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

6.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Mayor at least thirty calendar days prior to planned commencement of the requested leave. The Board of Trustees has sole discretion in approving such leave.

6.1.3 Conditions of Leave: The Board of Trustees will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Board of Trustees, in its discretion, deems appropriate.

6.1.4 Failure to Return from Leave: An employee granted leave under this provision will be considered as having resigned if the employee does not return to work at the end of the granted leave period.

6.2 [Military Leave and Military Leave of Absence](#)

[Military Leave \(New York State Law\) – This section refers only to a paid leave for military service under New York State Law and does not affect an employee's entitlement to leave needed for military service under federal statute. The Village of Perry recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Village will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.](#)

[Military Leave of Absence \(Federal Law\) – An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.](#)

[Leave For Military Spouses \(New York State Law\) – In accordance with NYS Labor Law §202-i, the Village will grant an unpaid leave of absence of up to ten days to an employee \(who works an average of twenty hours or more per week\) whose spouse is a member of the armed forces of the United States, National Guard, or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations. This leave shall only be used when the employee's spouse is on leave from such deployment. This does not preclude the employee's option to use available paid leave upon approval of the employee's Department Head.](#)

6.3 Family and Medical Leave Act

Statement of Compliance – The Village of Perry complies with the provisions of the Family and Medical Leave Act (FMLA). The Village of Perry currently does not employ fifty or more employees who work twenty or more calendar workweeks per year. Therefore, Village employees are not presently eligible for leave under FMLA. If at some point the Village of Perry should employ fifty or more employees for twenty or more calendar workweeks in the current or preceding year, eligible employees will be afforded leave in compliance with FMLA.

Summary – FMLA entitles an eligible employee to a maximum of twelve workweeks (defined by the employee's normal workweek) of job-protected, unpaid leave in any twelve month period for certain family and medical reasons. The twelve-month period is a rolling period measured backward from the date an employee uses any FMLA leave. At the conclusion of a leave of absence under the FMLA, the employee will be restored to the position the employee held when the leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work immediately following such leave.

Eligibility – To be eligible for an unpaid leave under FMLA, an employee must meet the following requirements:

- The employee must have worked for the Village for at least twelve months before the leave request (these need not be consecutive);
- The employee must have worked for the Village for at least 1,250 hours during the previous twelve months prior to the date the leave commences; and
- The employee must work at or report to a worksite which has fifty or more employees or is within seventy-five miles of worksites that taken together have a total of fifty or more employees.

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Eligible employees will be afforded leave under FMLA under the following circumstances:

- Upon the birth of the employee's child and to care for the newborn child;
- Upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child;
- To care for the employee's spouse, son, daughter or parent who has a serious health condition; and
- Because of the employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of his or her job.

Return to Work – At the conclusion of the leave, the employee, provided that the employee returns to work immediately following such leave, will be restored to the position he or she held when the leave began, or an equivalent position with equivalent benefits, pay and working conditions.

6.4 Family and Medical Leave Policy

Policy Statement – It is the policy of the Village of Perry to grant a full-time employee a leave of absence without pay for a period of up to twelve weeks, under certain circumstances. If and when any employee meets the eligibility requirements under the Family and Medical Leave Act, the provisions of that Act will then take precedence over this policy.

Granting of Leave of Absence – The granting and duration of each leave of absence will be determined by the Village Board in conjunction with applicable federal and state laws, including

Civil Service Law Sections 71, 72 and 73, and the Rules for the Classified Civil Service of Wyoming County.

Types of Leave – The following types of leaves of absence will be considered:

• Sick Leave of Absence – Employees who are unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The Village requires certification of an employee’s need for sick leave, both before the leave begins and on a periodic basis thereafter, by the employee’s health care provider.

In addition to leave provided under this policy, employees may be eligible for a leave of absence pursuant to Civil Service Law Section 71. Section 71 provides that covered employees shall be entitled to a leave of absence for at least one cumulative year (unless found to be permanently disabled) when disabled due to an occupational injury or disease as defined in the Workers’ Compensation Law. This leave runs concurrently with the designated Family and Medical Leave. Employee should consult with their Department Head for further details regarding this provision.

• Parental Leave of Absence – Female employees, when not disabled by pregnancy or childbirth (see above), and male employees may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.

• Family Care Leave of Absence – Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse or parent who has a serious health condition. The Village requires certification of the family member’s serious health condition, both before the leave begins and on a periodic basis, by the family member’s health care provider.

Eligibility – To be eligible, an employee must meet the following requirements:

- The employee must have completed at least one year of full-time, continuous service during the previous twelve months prior to the date leave commences.
- Spouses who both work for the Village of Perry are allowed a combined maximum of twelve workweeks of leave for the birth or care of a newborn child, adoption or foster care of a child and to care for such newly placed child, or the serious health condition of a child, spouse or parent, during any twelve month period.

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Definitions – For the purpose of this policy, the following definitions will apply:

• Serious Health Condition will mean and refer to an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, including, but not limited to:

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- * A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity that also involves continuing treatment by a health care provider;
- * A period of incapacity due to pregnancy or prenatal care;
- * A period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- * A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or

* A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

• Health Care Provider will mean and refer to a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person defined in the FMLA regulations capable of providing health care services.

• Family Member will mean and refer to:

* Spouse – husband or wife as defined or recognized under State law for purpose of marriage;

* Parent – biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter as defined in directly below. This term does not include an employee's parents "in law";

Child – biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen, or age eighteen or older and "incapable of self-care because of a mental or physical disability". Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Notification Requirements – If the need for leave is foreseeable, the employee must give notice, in writing, to the Department Head at least thirty calendar days prior to the commencement date of the unpaid leave. The employee and Department Head must complete the Leave of Absence Request Form and forward the completed form to the Village Administrator for review. The failure of an employee to give thirty days' notice of foreseeable leave with no reasonable excuse for the delay may result in the delay of the employee taking the leave until thirty days from the date of notice. When the need for leave is unforeseeable, verbal notice to the employer will be sufficient.

Status Reports – The employee must periodically update the Department Head as to the employee's status and intent to return to work.

Medical Certification – The employee must produce a medical certification issued by a health care provider which supports the need for a leave under this policy. When required, the employee must provide a copy before the leave begins, or if the leave was unforeseeable, fifteen calendar days from the date the certification was requested. Failure to submit medical certification may jeopardize the employee's eligibility for an unpaid leave of absence and/or the ability to return to work. The medical certification must include:

• The date the medical condition began;

• The probable duration of the medical condition;

• Pertinent medical facts; and,

• An assertion that the employee is unable to perform the employee's essential job functions or that the employee is needed to care for a family member for a specified period of time. The Village of Perry reserves the right to request a second opinion

by another health care provider. The Village will pay for the second opinion. In the event a conflict occurs between the first and second opinion, the Village may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the Village and the employee. This third opinion will be final and binding.

Leave for the Birth, Adoption or Foster Care Placement of a Child – Leave for the birth of a child or the placement of a child for adoption or foster care must be taken within twelve months from the date of the birth or placement.

Certification for Adoption/Foster Care – An employee must produce proper certification from the appropriate agency for an unpaid leave for the adoption or foster care of a child.

Employment Restrictions During Leave of Absence – While on an approved unpaid leave, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the Village of Perry.

Benefits During a Leave of Absence – For the purpose of this policy, the following will apply:

- Use of Accrued Paid Leave Credits – An employee taking leave for the birth, adoption or foster placement of a child or to care for a spouse, child or parent with a serious health condition must first use all vacation leave credits which will be included in the maximum twelve weeks of leave. The substitution of paid leave for unpaid leave for these types of leave does not extend the twelve-week period.

For leaves taken due to the employee's own serious health condition, the employee must first use all sick leave and vacation leave credits and short-term disability benefits (if applicable), which will be included in the maximum twelve weeks of leave. However, in the event that the paid leave credits available are greater than the maximum twelve-week period, an employee may use paid leave credits to extend the leave of absence beyond the twelve-week period, up to a maximum of one year. If, after the completion of the one-year leave of absence, the employee is medically unable to return to work (as determined by a health care provider) and the employee has leave credits and/or short-term disability benefits remaining, the Village Board may authorize an extension of the employee's leave of absence until such benefits are exhausted. However, job reinstatement beyond the one-year leave of absence is not automatic and will be dependent upon job availability.

- Accrual of Paid Leave Credits – An employee will continue to accrue vacation and sick leave and receive holiday pay during the portion of the leave that is paid. Paid leave is defined as leave during which the employee continues to use accumulated paid vacation and sick leave. After all such paid leave is exhausted, the remaining leave of absence is unpaid. An employee will not earn paid vacation or sick leave or receive holiday pay for any holidays that may occur during an unpaid leave of absence.

- Medical Insurance – During the period of authorized paid or unpaid leave of absence, an employee's eligibility status for medical insurance coverage will not change. All employee contributions (if any) must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. Coverage will cease if payments are not made within a thirty-calendar day grace period of the due date. Premium payments or policy coverage are subject to change. In the event the employee fails to return to work after the authorized leave of absence period has

expired, the Village may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:

- * The continuation, recurrence, or onset of a serious health condition of the employee or the employee's eligible family member with proper medical certification; or,
- * Circumstances beyond the employee's control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work-site; the employee is laid off while on leave.

Return to Work – The following conditions for returning to work will apply:

- Job Restoration – At the conclusion of the leave of absence, (except for leaves beyond a one-year period) the employee, provided that the employee returns to work immediately following such leave, will be restored to the position the employee held when the leave began, or an equivalent position with equivalent benefits, pay and working conditions. For an authorized leave of absence beyond the one-year period, job restoration will be dependent upon job availability.
- Medical Statement – Before resuming employment, an employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. Failure to return to work when required may be considered a voluntary termination.
- Early Return – An employee who intends to return to work earlier than anticipated must notify the Department Head at least five business days prior to the date the employee is able to return. The Department Head shall in turn notify the Village Administrator.
- Extension of Unpaid Leave of Absence – An employee who wants an extension of the leave previously requested must notify the employee's Department Head at least two business days from the date the change occurred which necessitates the change in leave time. The Village Board reserves the right to approve all leave extensions.

6.5 Leave for Blood Donations

Policy –The Village of Perry complies with New York State Labor Law Section §202-j which entitles Village employees who work an average of twenty hours or more per week to a leave of absence for the purpose of making a blood donation. This leave of absence will not be charged against any available sick, vacation, personal, compensatory, or other leave accruals. The leave allowed under this policy is unpaid, however, this does not preclude an employee's option to use available paid leave for this same purpose.

Allowance – An eligible employee will be allowed a leave of absence of up to three hours per year under this policy. Such leave will be accrued as of June 1 each year. If the employee does not exercise his/her rights to this leave, those hours are not carried forward to the next year. The allowed leave may include the travel time to and from the appointment.

Scheduling – An employee must receive prior approval from the employee's Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in

writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonable deny such request.

CHAPTER 7 INSURANCE

7.1 Medical & Dental Insurance

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical and Dental Insurance provisions set forth below and should refer to the applicable collective bargaining agreement on medical and dental insurance.*

7.1.1 Insurance Plan: The Village will make available major medical, hospital and surgical insurance, a prescription drug plan, vision plan, and a dental plan to each full-time employee and the employee's eligible family. In no event shall the Village be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical or dental bill or expense that is not covered or reimbursed by the insurance plan.

7.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

7.1.3 Change in Insurance Plans: The Village may change the plan carrier and/or offer alternative plans in place of the current plans, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

7.1.4 Premium Payment:

Hired before 6-1-2007: *For employees hired before June 1, 2007, the Village of Perry will pay ninety-five percent (95%) commencing June 1, 2010; ninety percent (90%) commencing June 1, 2011; eighty-five percent (85%) commencing June 1, 2012; and eighty percent (80%) commencing June 2, 2013 of the monthly premium for individual, two-person, or family medical, vision, and dental coverage. Any employee currently paying a higher percentage of health insurance will continue to pay that amount. Once that existing percentage is exceeded, the employee will be governed by this schedule. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck on a pre-tax basis. (amended & adopted 2/1/2010)*

Hired after 6-1-2007: For new hires after June 1, 2007, the Village will pay eighty percent (80%) and the employee will pay twenty (20%) of the monthly premium for individual, two-person, or family medical, vision, and dental coverage, as the case may be. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck on a pre-tax basis.

7.2 Pre-Tax Medical & Dependent Care Accounts

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Pre-Tax Medical and Dependent Care Accounts provisions set*

forth below and should refer to the applicable collective bargaining agreement on pre-tax medical and dependent care accounts.

7.2.1 Premiums and Medical Care Expenses: The Village also agrees to provide a pre-tax contribution program designed to allow employees who so choose to pay the employee share of medical insurance costs prior to the calculation of income tax, where consistent with State and Federal tax law. Further, an employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA). Money set aside in an employee's medical care account may be used to cover certain medical, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s).

7.2.2 Dependent Care Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a dependent care flexible spending account (FSA). Money set aside in an employee's dependent care account may be used to cover eligible day care and nursery school expenses for covered dependents.

7.2.3 Election Changes: Eligible employees may enroll or decline coverage in the flexible spending accounts during the annual open enrollment period. Once an election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

7.3 Workers' Compensation Insurance

7.3.1 Coverage: In accordance with New York State law, the Village agrees to maintain insurance coverage for eligible employees who are injured or become ill because of the job (Workers' Compensation). The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Workers' Compensation Insurance provisions set forth below and should refer to the applicable collective bargaining agreement on the use of sick leave credits and the continuation of medical insurance.*

7.3.2 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Village shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave.

7.3.3 Continuation of Medical Insurance: The Village will continue to make its contributions for medical insurance coverage for an employee who is receiving Workers' Compensation payments for lost time for a maximum of twenty-six weeks for a given injury or illness, provided the employee

makes the required employee contribution. Thereafter, the Village will continue to make its contributions for medical insurance coverage only if the employee is drawing full pay by using accrued sick leave credits, provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

7.4 Short-Term Disability Insurance

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Short-Term Disability Insurance provisions set forth below and should refer to the applicable collective bargaining agreement on short-term disability insurance.*

7.4.1 Coverage: The Village will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

7.4.2 Premium Payment: The Village will pay the full premium for short-term disability insurance for each eligible employee.

7.4.3 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Village will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

7.4.4 Continuation of Medical Insurance: Health insurance payments will be provided by the Village during the period the employee has accrued sick leave, and for one month thereafter, provided the employee makes the required employee contribution. Beyond this period, the employee is responsible for the payment of medical insurance premiums in accordance with COBRA.

7.5 Medical Insurance Opt-Out

7.5.1 Eligibility: A regular full-time employee who is eligible for medical insurance coverage made available through the Village may receive cash opt-out in lieu of receiving medical insurance benefits. To participate in this plan, employees must maintain another source of medical insurance, proof of which will be required at the time of enrollment and before payment check is issued. In the event an employee is married to another employee of the Village who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this opt-out.

7.5.2 Amount of Opt-Out: The employee will receive thirty-three percent of the Village's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Village is contributing 80% of a \$13,000 premium for family coverage, or \$10,400, the amount of the opt-out would be 33% of the \$10,400, or \$3,432. The opt-out is subject to applicable taxes.

7.5.3 Method of Payment: Partial payment of the opt-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the opt-out.

7.5.4 Reinstatement: An employee may join or leave the plan at any time. In the event of divorce, death of a spouse, or the spouse's loss of employment or medical insurance coverage, immediately re-entry is available to the employee upon written thirty calendar days' notice to the Village.

CHAPTER 8 RETIREMENT BENEFITS

8.1 Medical Insurance for Retired Employees

Union-Represented Employees: *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical Insurance for Retired Employees provisions set forth below and should refer to the appropriate collective bargaining agreement on medical insurance for retired employees.*

8.1.1 Coverage: The Village offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Village employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Village's medical insurance plan on the retiree's last date of employment with the Village. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

8.1.2 Eligibility: The retiree must meet all of these requirements: 1) have at least twenty years of continuous service with the Village; 2) retire directly from the Village; and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

8.1.3 Plan: For a retiree who is not eligible for Medicare, the Village will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Village.

8.1.4 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Village will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Village. The Village will NOT reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

8.1.5 Premium Payment: The Village will pay fifty percent of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

8.1.6 Use of Sick Leave Accruals: Upon retirement, an employee who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System can choose either cash reimbursement or payment of medical insurance premiums until sick leave credits are exhausted. An employee who elects to receive cash payment will receive payments valued at one-half of the employee's accumulated sick leave at the employee's rate of pay at the time of retirement. For an employee who elects to apply accumulated sick leave credits toward monthly premium payments for medical insurance, the Village will establish an account equal to the one half of sick leave credits multiplied by the employee's rate of pay at the time of retirement. After sick leave credits have been exhausted, the Village will pay fifty percent and the retiree will pay fifty percent of the premium.

CHAPTER 9 COMPLIANCE POLICIES

9.1 The Americans with Disabilities Act

9.1.1 Policy Statement: It is the policy of the Village of Perry to comply fully with the provisions and spirit of the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities. All employment practices, such as recruitment, hiring, promotion, demotion, layoff and return from layoff, compensation, job assignments, job classifications, paid or unpaid leave, fringe benefits, training, employer-sponsored activities, including recreational or social programs, will be conducted so as not to discriminate unlawfully against persons with disabilities. This also extends to prohibit discrimination based on a person's relationship or association with a disabled individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) along with work assignments, classifications, seniority, leave, and all other forms of employment compensation or advantage.

9.1.2 Reasonable Accommodation: Reasonable accommodation is available to all qualified employees and applicants with disabilities, unless it imposes an undue hardship on the Village and/or operations of a program. An employee who believes an accommodation is needed to perform the essential functions of the employee's job should contact the Village Clerk.

9.1.3 Pre-Employment Inquiries: Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position and not any disabling condition. Pre-employment physical exams will only be requested when in compliance with the law. The Village of Perry intends to base employment decisions on principles of equal employment opportunity and nondiscrimination, as defined by law.

9.1.4 Complaint Procedure: An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Village immediately. Refer to Section 9.5 - Complaint Procedure and Investigations for information regarding how to file a complaint and the Village's investigation procedures.

9.1.5 Application of Policy: This policy is for Village use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Village administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

9.2 Equal Employment Opportunity

9.2.1 Policy Statement: The Village of Perry is an Equal Opportunity Employer. The Village does not unlawfully discriminate on the basis of a person's race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, arrest/conviction record, disability, genetic predisposition or carrier status, sexual orientation, or any other protected class or status. Likewise, the Board of Trustees prohibits employees, vendors, suppliers, visitors, customers, and any other non-employee from discriminating against Village of Perry employees based on these protected groups. This policy applies to all terms and conditions of employment including, but not limited to,

recruiting, hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation, benefits, training, and social and recreational programs.

9.2.2 Complaint Procedure: An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Village immediately. Refer to Section 9.5 - Complaint Procedure and Investigations for information regarding how to file a complaint and the Village's investigation procedures.

9.2.3 Application of Policy: This policy is for Village use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Village administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

9.3 Fair Treatment

9.3.1 Policy Statement: Village of Perry recognizes the rich diversity of its employees and the varying cultures, backgrounds, and experience they each bring to the workplace. The Village is committed to maintaining and promoting a work environment where similarities and differences are respected and valued. The Village will not tolerate harassment or discrimination of any kind in the workplace.

9.3.2 Employee Responsibilities: An employee is expected to treat coworkers, customers, vendors, suppliers, and other non-employees that the employee comes in contact with on the job with fairness, dignity, and respect. The Village prohibits any form of discrimination, harassment, or other offensive behavior targeted towards an individual based on race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, arrest/criminal record, disability, genetic predisposition or carrier status, sexual orientation, or any other reason.

9.3.3 Complaint Procedure: An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Village immediately. Refer to Section 9.5 - Complaint Procedure and Investigations for information regarding how to file a complaint and the Village's investigation procedures.

9.4 Sexual Harassment

9.4.1 Policy Statement: See Sexual Harassment Policy adopted by the Village Board of Trustees [on March 15, 2004.](#)

9.5 Complaint Procedure and Investigations

9.5.1 Policy Statement: Village of Perry takes all complaints of discrimination, harassment, and sexual harassment seriously. A comprehensive complaint procedure has been developed to address any complaints received from employees and non-employees. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency.

9.5.2 Reporting Policy Violations: An employee who believes that the actions or words of a supervisor, coworker, vendor, supplier, visitor, customer, or any other non-employee has violated the Village's ADA, Equal Employment Opportunity, or Diversity and Fair Treatment, or Sexual Harassment policy should immediately report any perceived violation of this policy to the Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Board of Trustees.

9.5.3 Investigation of Complaint: Investigation of a complaint will be conducted by someone appointed by the Board of Trustees. All complaints will be investigated discreetly and promptly. An investigation generally involves talking with the parties involved as well as any witnesses. All employees are required to cooperate in an investigation.

9.5.4 Confidentiality: Complaints will be handled and investigated in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Village, to third parties, or to anyone within Village employment who is not directly involved in the investigation of the complaint unless otherwise required by law. An employee's confidentiality will be protected to the greatest extent possible, consistent with conducting a full investigation. However, the Village cannot guarantee complete confidentiality.

9.5.5 Retaliation: Village of Perry will not retaliate, intimidate, coerce, threaten, discriminate, or otherwise take any adverse employment action against an employee who files a complaint or who participates in an investigation. Likewise, the Village prohibits an employee from retaliating against a coworker or non-employee for filing a complaint and/or participating in an investigation.

9.5.6 Policy Violations: Any employee who violates the Village's ADA, Equal Employment Opportunity, or Diversity and Fair Treatment, or Sexual Harassment policy or who retaliates against a coworker or non-employee will be subject to disciplinary action, up to and including termination of employment.

9.6 Drug-Free and Alcohol-Free Workplace

9.6.1 Policy Statement: See Drug-Free and Alcohol-Free Workplace Policy adopted by the Village Board of Trustees [on February 6, 2006.](#)

9.7 Workplace Violence Prevention

9.7.1 Policy Statement: See [Workplace Violence Prevention Policy adopted by the Village Board of Trustees.](#)

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CAPTER 10 DISPUTE RESOLUTION

10.1 Dispute Resolution Procedure

10.1.1 Definition of Dispute: For the purpose of this ~~Non-Union~~-Employment Manual, a “dispute” will mean a claimed violation, misinterpretation, or inequitable application of any of the expressed provisions of this ~~Non-Union~~-Employment Manual.

10.1.2 Step One: An employee who claims to have a dispute may present the dispute to the appropriate Department Head. The dispute must be submitted, in writing, within thirty calendar days from knowledge of the occurrence or when the employee should have had knowledge.

The written dispute must specify the date of submission, the name of the employee, the date the dispute arose, the nature of the dispute, the provision of the ~~Non-Union~~-Employment Manual that was allegedly violated, a statement of facts (including dates), and the remedy sought.

Within seven calendar days after receiving the dispute, the Department Head will meet with the employee. Within seven calendar days after the meeting, the Department Head will issue a written response to the dispute, which will be given to the employee and the Board of Trustees. The response will be placed in the employee’s personnel file.

10.1.3 Step Two: In the event the employee is not satisfied with the response to the dispute at Step One, or the employee reasonably believes that the employee cannot present the dispute to the Department Head, the employee may submit the matter to the Board of Trustees.

The appeal must be submitted, in writing, within seven calendar days from receiving the Step One response, or when the Step One response should have been received; or if Step One is not utilized for the above reason, within thirty calendar days from knowledge of the occurrence, or when the employee should have had knowledge.

The Board of Trustees will investigate the matter and, thereafter, issue a written response to the dispute, which will be given to the employee and placed in the employee’s personnel file.

If the Board of Trustees deems it necessary, the Board of Trustees will set the time and place for a hearing. The conduct of the hearing will be under the exclusive jurisdiction and control of the Board of Trustees.

All decisions rendered by the Board of Trustees will be final and binding.

Final decisions on disputes will not be precedent-setting or binding on future disputes unless they are stated as official Village policy.

The Board of Trustees may, at its discretion, refuse to proceed with any dispute it determines is improper or baseless under this policy.

10.2 Corrective Action and Discipline

10.2.1 Policy Statement: It is the policy of the Village of Perry that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Village, and the delivery of services to residents of the Village. Corrective action may be necessary when an employee has violated a policy, rule, regulation, or procedure or has demonstrated performance deficiencies. Corrective action may include counseling or initiating formal disciplinary action against an employee.

10.2.2 Counseling: The purpose of counseling is to inform the employee of the misconduct or the performance deficiency, deter its recurrence, and inform the employee of the consequences if the conduct is repeated or the performance is not improved. When performance deficiencies are the issue, the performance standards of the job should be reviewed, along with specific examples of how the employee is not meeting those standards. Where appropriate, goals for improvement may be established, along with a timeframe for achieving them. The counseling will be documented in writing and the employee will be required to acknowledge receipt by signing the memorandum.

10.2.3 Discipline: Depending on the circumstances, the Board of Trustees will normally apply “progressive discipline” which may include, but is not limited to, a written reprimand, suspension without pay, demotion, or termination of employment. Notwithstanding the above, the Board of Trustees has the right to discipline employees without engaging in progressive discipline if the situation so warrants and the right to impose penalties in any manner it deems appropriate.

10.2.4 Investigations: In most situations, an investigation will be conducted by the appropriate Department Head or other designated person. Unless otherwise authorized by the Board of Trustees, employees who are participants in an investigation are not to disclose the content or particulars of the investigation. All employees are required to fully cooperate in the investigation and respond truthfully to all questions. Failure to cooperate and to be truthful may subject the employee to appropriate corrective action. The Board of Trustees has the right to suspend an employee, with or without pay, while an investigation is conducted.

10.2.5 Due Process Procedures: Employees covered by Section 75 of New York State Civil Service Law will be disciplined in accordance with the procedures contained therein. *An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

10.3 Civil Service Law – Section 75

2.5.1 Summary: New York State Civil Service Law Section 75 establishes disciplinary procedures for covered employees. *An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

10.3.2 Covered Employees: The following employees are generally covered under Section 75:

- A newly hired employee who has not completed the minimum probationary period as determined by the local Civil Service agency.

- An employee holding a position by permanent appointment in the **Competitive Class** of the classified Civil Service;
- An employee holding a position in the **Non-Competitive Class** who has been employed for at least five years of continuous uninterrupted service in the non-competitive class, except when such an employee holds a position designated as confidential or policy influencing. Even though the employee has completed the required probationary period and has received permanent appointment or employment in the non-competitive class, the employee is not covered under Section 75 until the employee has completed five years of continuous service in the non-competitive class;
- An employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. Specifically, the employee must have been honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in Section 85 of the New York State Civil Service Law, or the employee must be an exempt volunteer firefighter as defined in the General Municipal Law.

10.3.3 Disciplinary Procedure: The following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75. *An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

- **Notice of Discipline** – An employee subject to discipline will be provided with a written Notice of Discipline (NOD) which will contain all charges and specifications.
- **Employee Answer** – The employee will have eight calendar days to respond to the charges. The employee's response must be in writing.
- **Disciplinary Hearing** – Unless there is a stipulation of settlement between the Board of Trustees and the employee, the Appointing Authority will designate a hearing officer in accordance with Section 75 of Civil Service Law. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing officer will make a record of the hearing which will be submitted to the Appointing Authority along with the hearing officer's recommendations for review and decision.

10.3.4 Right to Representation: The employee may have representation by counsel at the hearing and may summon witnesses on the employee's behalf.

10.3.5 Suspension Without Pay Pending Determination of Charges: Pending the hearing and determination of charges, the employee may be suspended without pay for a period not to exceed thirty calendar days.

10.3.6 Penalties: In the event the employee is found to be guilty of the charges, the penalty may consist of one of the following:

- Written reprimand;
- Fine not to exceed one-hundred dollars which will be deducted from the employee's pay;
- Suspension without pay not to exceed two months;
- Demotion in grade and title; or
- Termination from Village employment.

10.3.7 Limitations: Notwithstanding any other provision of law, no disciplinary proceeding may be commenced more than eighteen months after the occurrence of the alleged misconduct or incompetence. Such limitation will not apply where the misconduct or incompetence would, if proved in a court of appropriate jurisdiction, constitute a crime.

10.3.8 Filing Requirements: In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be filed in the employee's personnel file. A copy will also be filed with the Local Civil Service agency.

VILLAGE OF PERRY

~~NON-UNION~~ EMPLOYMENT MANUAL ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the Village of Perry's ~~Non-Union~~ Employment Manual, which communicates important information about the Village's employment Policies, and Practices. I further acknowledge that I have read, or will read the contents of the ~~Non-Union~~ Employment Manual and will contact the Village Clerk or Administrator if I have any questions.

I understand that the ~~Non-Union~~ Employment Manual does not create a contract of employment. I understand that the Board of Trustees retains the right to interpret any part of the ~~Non-Union~~ Employment Manual and to amend or eliminate any part of the manual.

If I am covered by a collective bargaining agreement between the Village of Perry and an employee organization, I understand that in the event an expressed provision within the collective bargaining agreement should conflict with an employment policy or practice within the ~~Non-Union~~ Employment Manual, the expressed provision of the collective bargaining agreement will control. If not, unless expressly excluded within a given section of the ~~Non-Union~~ Employment Manual, the ~~Non-Union~~ Employment Manual will apply to all employees.

I understand that the ~~Non-Union~~ Employment Manual replaces any previous manual issued by the Village concerning the Policies and Practices contained within the ~~Non-Union~~ Employment Manual.

Employee name (please print)

Employee Signature

Date of Signature



RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH COLLIERS ENGINEERING & DESIGN

WHEREAS, the Village of Perry released a Request for Proposals on August 27, 2025 for Engineering Services for the Downtown Revitalization Initiative Silver Lake Trail project and the Streetscape Improvements project; and

WHEREAS, five proposals were received and four consultants were interviewed; and

WHEREAS, the selection committee has recommended selecting Colliers Engineering & Design for the Streetscape Improvements Project; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the Professional Services Agreement with Colliers Engineering & Design in an amount of \$34,000.00 and authorizes the Mayor to sign the Professional Services Agreement.

Professional Services Agreement

THIS AGREEMENT is entered into February _____, 2026, by and between the Village of Perry (Village) at 46 North Main Street, Perry, New York 14530, United States and COLLIERS ENGINEERING & DESIGN, INC. and its Affiliate Entities (Consultant) at 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733 for the following project:

Village of Perry Streetscape Improvements on Mill & South Main Street

WITNESSETH:

WHEREAS the Village and Consultant have agreed upon the consideration in an amount not to exceed \$34,000 for professional services rendered for the project hereby presented as Exhibit A.

WHEREAS the Village did authorize the Mayor and Village Committee to enter into this written agreement at a regularly scheduled meeting of the Board on February _____, 2026.

NOW, THEREFORE, Consultant agrees to provide the professional services under the following terms and conditions.

1. The Village agrees to engage this Consultant and the Consultant agrees to perform the professional scope of services attached that shall be referred to as Exhibit A.
2. The Consultant shall perform all services to be performed hereunder or, in the event Consultant is unable to be present, by a Consultant competent in the field and duly licensed to practice in the State of New York
3. The total approved contract amount for the project is \$34,000.

Vouchers or invoices may be rendered monthly for services performed. Such billings shall be approved at the Village Board meeting following the submission of vouchers or invoices and paid following reimbursement from New York State.

If the Village fails to make any payment due the Consultant for services or expenses within sixty days after receipt of a properly rendered statement, the amounts due the Consultant shall include a charge at the rate of 1-1/2 percent per month from said sixtieth day.

4. The Consultant shall secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Village, the Consultant and/or Consultant's associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the

performance of Consultant's services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 combined single limit and \$1,000,000 excess liability coverage. Consultant shall provide Certificates of Insurance to the Village listing the Village as an additional insured on a primary and non-contributory basis prior to commencement of services.. Such certificates shall provide that the Village shall receive thirty (30) days written notice prior to any cancellation or alteration of the policy limits. A waiver of Subrogation shall also apply.

The Consultant shall provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Consultant and/or Consultant's associated firm for claims which arise from the negligent performance of the Consultant pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 per claim/aggregate.

5. To the fullest extent permitted by law, Village shall indemnify, defend and hold harmless Consultant and its agents, officers, directors and employees, subcontracts or Consultants (herein for the remainder of this section collectively referred to as Consultant) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Consultant or any claims against Consultant arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Consultant is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the cause of the damages, claims, and liabilities.

Village agrees to defend, indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Consultant which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Consultant. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the result of negligence or willful misconduct by Consultant of obligations under this Agreement.

6. The services called for in the contract shall be provided commencing on January 14, 2026. Either the Village or Consultant can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the Village Attorney and Consultant (Colliers Engineering & Design, Inc.) Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

7. In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable Consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgement and, accordingly, a

difference of opinion on a question of professional judgment shall not excuse a **Village** from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

8. The Consultant agrees all plans, specifications, reports, and other documents ordered by the **Village** and submitted to the **Village** shall remain the property of the **Village** for use by the **Village** in current or future programs. Unless the **Village** directs otherwise, the Consultant shall provide one (1) electronic copy of all project drawings and associated work products. All work and direct charges shall be billed as herein provided. The **Village** grants the Consultant a perpetual, irrevocable, royalty free, non-transferable, nonexclusive license to use the documents, specifications, reports, or other material without restriction.

9. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by **Village** or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at **Village's** sole risk, with no liability or legal exposure to Consultant; and **Village** shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by **Village** and Consultant.

10. Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex.

11. This Agreement shall be governed by the laws of the State of **New York**.

12. Consultant shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, pandemics, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the **Village** to furnish timely information or approval or disapproval of Consultant's services or work product, delays caused by faulty performance by the **Village** or contractors of any level, or by acts of Government, which, in the opinion of Consultant, could not have been reasonably foreseen. Any such delay will entitle Consultant to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Consultant will notify **Village** of particulars, and the **Village** agrees that Consultant shall not be responsible for damages, nor shall Consultant be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the **Village**. Should a stop work order be received from the **Village** before completion of the project or any task, additional fees may be required to restart the project.

13. This project is funded by the New York State Department of State "NYS DOS" and all documents are subject to NYS DOS review and approval.

[Signatures to follow]

Village of Perry

Name

COLLIERS ENGINEERING & DESIGN, INC.

Name

EXHIBIT A

SCOPE OF SERVICES

Section 2

Project Approach

Project Approach

1. Plan Development & Schematic Design

During the plan development and analysis phase, our team will collect existing conditions information within the project extents, review the program and previous streetscape improvements to Main Street, and gather consensus on a schematic design.

A. Concept Plan Review with the Village Project Staff

Our team will schedule a meeting with the Village project staff/team to discuss the existing concept plan for South Main Street and Mill Street. For the Mill Street portion, we acknowledge that while the southern portion of the roadway may have been sited originally for a sidewalk upgrade, that during the site walk through, the northern side of the roadway could become the preferred concept if community partners are willing.

The outcome of this meeting will be to determine the alignment of the sidewalk along Mill Street, and discuss any alterations to the concept plan to guide pre-final plan development.



Village of Perry Streetscape Vision

Deliverables:

- Meeting agenda and meeting minutes

Assumptions:

- Meeting will be a virtual format
- Meeting materials will be based on existing concept plan/design
- Sub-alternatives will be discussed and a preferred alternative will be selected as an outcome of this meeting to direct the pre-final plan

B. Site Assessment

Our team will review the conceptual plan that was developed for the Downtown Revitalization Initiative, and conduct a topographic/boundary survey and geotechnical investigation to better understand the existing conditions.

Deliverables:

- Survey in both pdf and Civil3D formats
- Geotechnical memo in pdf format

Assumptions:

- Geotechnical investigation will include up to one (1) borings in key locations along the corridor to better understand subsoil and pavement section conditions.
- Topographic/boundary survey will be conducted within the right-of-way. Survey extents will be confirmed with the Village before commencement.
- Private property, easement, and acquisition survey is not included.

C. Final Plan Development

Based on the comments received by the Village, our team will prepare a final plan sketch of the streetscape corridor for approval.

Deliverables:

- Final plan sketch in pdf format
- Opinion of probable cost estimate in pdf format

Assumptions:

- One (1) round of redlines will be issued by the Village on the pre-final plan materials
- No new alternatives will be introduced during this phase that result in significant concept alteration



Annadale | Albany, NY

2. Design Development

During the design phase, our team will prepare detailed design documents, and produce construction documents.

50% Design

This design phase will include sufficient analysis to produce detailed drawings and specifications, site plans, major details, elevations, and sections to convey the full extent of the project, including permanent and temporary facilities and controls, environmental protection controls, construction materials, etc. Based on the approved final plan, our team will develop a 50% design package that generally includes:

- Sidewalk location and alignment
- List of site features, such as benches, planting pits, and street lighting
- Location for public art integration opportunities

Drawings and documents produced during this phase include:

- Title Sheet
- General Notes
- Staging Plan
- Site Preparation/Demolition Plan
- Erosion and Sediment Control Plan
- Layout Plan
- Grading Plan
- Utility Plan
- Planting Plan
- Miscellaneous Details
- List of Technical Specifications

Deliverables:

- NYSDOT format detailed cost estimate breakdown.
- NYSDOT formatted list of technical specifications
- 50% drawing set.

Assumptions:

- Project will be drafted in Civil3D
- Village will provide front end specifications
- Schematic design concept will be used as the basis of design for the 50% design package
- Project will be bid as one phase. No additional phases are anticipated
- One (1) round of review and comment by the Village
- Design fees may require renegotiation if the overall project estimate exceeds the final plan development opinion of probable cost estimate
- Traffic engineering analysis is not required
- SWPPP is not required and the area of disturbance is less than 1 acre
- Archaeological field investigations or exploratory or testing work for site contamination will not be required
- Flood Hazard Area application or mapping will not be required
- Lighting, street furniture, and planting pit design will not be changed from South Main Street streetscape improvements. Village will provide detailing on these features for review of the consultant team to make any alterations, if necessary.
- Artwork design and installation services will not be included in the project
- Project area will not enter NYSDOT right of way on Center Street or require NYSDOT review and approval



3. Construction Documents

Final Design

The final design submittal will present details of the design to a level that fully describes the proposed site improvements. Previous review comments will be addressed and incorporated into the final plans.

Our team will issue a draft final design package to the Village for review prior to issuing the final design package. Our team will be prepared to conduct a virtual review meeting with the Village, if necessary, to discuss comments and revisions.

Deliverables:

- Draft final design package, including drawings and specifications.
- Final Design package.
- Meeting agenda and meeting minutes from review of design package.
- Cost estimate breakdown in CSI format.

Assumptions:

- Draft final design comments will not introduce new work into the scope of design work.
- One (1) virtual review meeting can be held, if necessary, to review the draft final design.
- no environmental permitting will be required
- no property easement or acquisition documentation or survey will be required

4. Public Bidding

Following the approval of the Construction Documents, our team will assist the Village in conducting a competitive public bidding process. We will assist the Village with obtaining competitive bids by identifying potential bidders.



Our team will provide input on a recommended construction schedule that meets the needs of the Village for inclusion in the contract documents and reach out directly to advertise the bid.

During the bidding process we will assist the Village by creating a bid schedule, evaluating and determining the successful bid, and ultimately recommending a bid for contract award to the Village Board. To smoothen this process, our team will implement the following procedures for the bidding process:

- Record of bid distribution and receipt
- Issuance of addendum
- Consideration for substitutes
- The scheduling, organizing, and holding of a virtual pre-bid conference

In consultation with the Village, the Village's Attorney, and the Village Administrator, we will assist in the preparation and coordination of all construction contract documents.

Deliverables:

- Recommended construction schedule
- Memo of bid comparison
- One (1) pre-bid meeting (virtual) meeting agenda and notes
- Bid Addendum
- Bid Tabulation sheet
- Recommendation for Award

Assumptions:

- The Village will lead distribution of bid documents
- There will be no significant design changes or additional scope items called into the Addendum
- Legal review services are not provided as part of this contract
- Anticipate a maximum of one (1) addendum

5. Construction Phase

In consultation with the General Contractor, our team will conduct bi-weekly virtual construction meetings with contractors, consultants, and the Village. The meetings shall include a brief review of project management, project schedule, problem resolution, and project procedures.

In consultation with the Village Administrator, our team will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors.

We will ensure the Village is aware and approves of all submittals before the Contractor may proceed. In addition, the Village Administrator will coordinate the processing and approval of all submittals with our firm. We will file submittals to ensure contractor compliance with the contract documents.

We will assist the Village in providing administration, management and related services necessary to coordinate the construction activities of the contractors with each other and with those of the Village. This includes:

- Monitoring progress
- Reporting deviations and deficiencies
- Recommending corrective actions
- Quality control inspections and monitoring
- Review of payment applications
- Review of change orders
- Oversee and coordinate inspections and testing activities

Deliverables:

- One (1) pre-construction meeting (virtual)
- Bi-weekly progress meetings (virtual)
- Bi-weekly site visits for construction inspection and compliance
- Site visit memo's in email format
- Meeting agendas and notes, issued in a timely manner
- Response to RFI's
- Submittal Reviews
- Pay Application Reviews
- Change Order Reviews

Assumptions:

- All meetings are virtual
- Submittal review, change order review, pay application review, and construction reporting may be completed via email correspondence
- Our team will use ai to record and generate meeting notes
- project construction duration of 2 months

6. Close-Out Phase:

In consultation with the Village, we will develop a list of close-out activities in compliance with the contract documents which will be developed into a punch list. We will verify substantial completion and final inspections. We will also provide recommendations for payment of retainage.

Upon completion of the Project, we acknowledge will be responsible for certifying that, to the best of our professional knowledge, the built project conforms to the approved plans, specifications and shop drawings.

Deliverables:

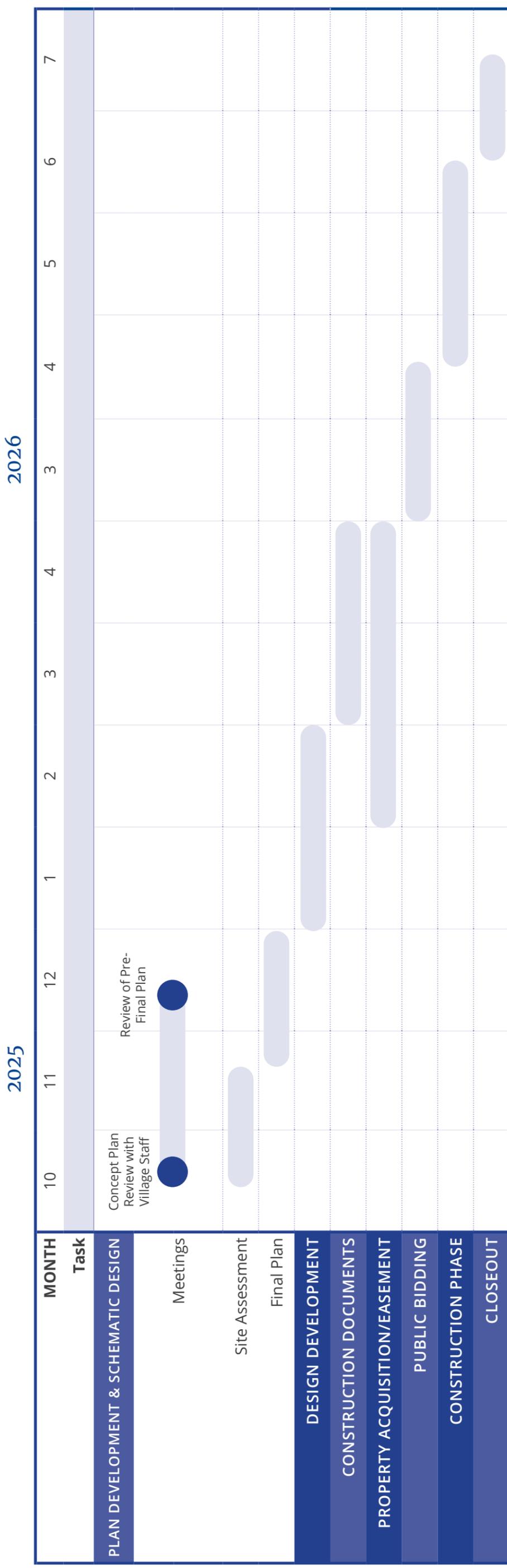
- Closeout list in pdf format
- Final punch list in pdf format and record of completion
- Recommendation for retainage, as necessary
- Record drawing coordinating incorporating contractor's red line markups

Assumptions:

- Closeout program may be a brief memo and list of activities for the contractor to complete.

Schedule

The CED team can begin the proposed scope of work within two weeks of the contract award. We anticipate the completion of this project within an 1-year timeframe. Although our recommended timeframe, this schedule should be considered flexible and can be modified based on further discussion with the Village of Perry to best suit the project needs.



NOTE: Schedule assumes Notice to Proceed by September 2025. Schedule may be modified based on actual start date. Schedule contingent on Village review and property acquisition/easement, if necessary.

EXHIBIT B

PAYMENT PROVISIONS

Section 4

Cost Proposal

Cost Proposal

Village of Perry Streetscape Improvements on Mill & South Main Street									
	Colliers Engineering & Design							Lu	8/27/2025
Task	Total Hours	Project Manager	Landscape Architect	Senior Landscape Designer	Trnasportation Engineer	Electrical Engineer	Electrical Engineer	Inspector	Subtotal per task
1. Plan Development & Schematic Design		Thomas Robinson	Eric Shaw	Hanna Quigley	Steve Ketch	Josh Doores	Tami Coughlan	Greg Andrus	
	24	6	2	14	2	0	0	0	\$3,900.00
		\$195.00	\$170.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
		\$1,170.00	\$340.00	\$2,030.00	\$360.00	\$0.00	\$0.00	\$0.00	\$3,900.00
2. Design Development									
	76	4	8	46	2	2	14	0	\$11,750.00
		\$195.00	\$170.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
		\$780.00	\$1,360.00	\$6,670.00	\$360.00	\$340.00	\$2,240.00	\$0.00	\$11,750.00
3. Construction Documents									
	80	4	8	52	2	2	12	0	\$12,300.00
		\$195.00	\$170.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
		\$780.00	\$1,360.00	\$7,540.00	\$360.00	\$340.00	\$1,920.00	\$0.00	\$12,300.00
4. Public Bidding									
	19	2	3	14	0	0	0	0	\$2,930.00
		\$195.00	\$170.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
		\$390.00	\$510.00	\$2,030.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,930.00
5. Construction Phase									
	40	4	4	4	0	0	0	28	\$5,960.00
		\$195.00	\$170.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
		\$780.00	\$680.00	\$580.00	\$0.00	\$0.00	\$0.00	\$3,920.00	\$5,960.00
6. Closeout									
	16	4	4	4	0	0	0	4	\$2,600.00
		\$195.00	\$170.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
		\$780.00	\$680.00	\$580.00	\$0.00	\$0.00	\$0.00	\$560.00	\$2,600.00
Subtotal of hours by employee		24	29	134	6	4	26	32	
Rate per hour		\$195.00	\$170.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
Subtotal of fee by employee		\$4,680	\$4,930	\$19,430	\$1,080	\$680	\$4,160	\$4,480	\$39,440.00

	Subtotal	\$39,440.00
Costich	Topographic Survey	\$7,200.00
Atlantic Testing Laboratories	Geotechnical Investigation	\$2,700.00
	Expenses	\$600.00
	Total*	\$50,000.00

*Note: If both projects awarded to Colliers, some project cost can be absorbed into the larger project to result in a total fee of \$34,000 (within the DRI budget).

Village of Perry Streetscape Improvements on Mill & South Main Street									
Colliers Engineering & Design								Lu	8/27/2025
Task	Total Hours	Project Manager	Landscape Architect	Senior Landscape Designer	Trnasportation Engineer	Electrical Engineer	Electrical Engineer	Inspector	Subtotal per task
1. Plan Development & Schematic Design		Thomas Robinson	Emily Timber	Hanna Qigley	Steve Ketch	Josh Doores	Tami Coughlan	Greg Andrus	
	8	2	2	4	0	0	0	0	\$1,340.00
		\$390.00	\$370.00	\$580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,340.00
2. Design Development									
	44	2	8	24	2	2	6	0	\$7,010.00
		\$390.00	\$1,480.00	\$3,480.00	\$360.00	\$340.00	\$960.00	\$0.00	\$7,010.00
3. Construction Documents									
	58	2	6	40	2	2	6	0	\$8,960.00
		\$390.00	\$1,110.00	\$5,800.00	\$360.00	\$340.00	\$960.00	\$0.00	\$8,960.00
4. Public Bidding									
	12	2	2	8	0	0	0	0	\$1,920.00
		\$390.00	\$370.00	\$1,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,920.00
5. Construction Phase									
	24	2	2	4	0	0	0	16	\$3,580.00
		\$390.00	\$370.00	\$580.00	\$0.00	\$0.00	\$0.00	\$2,240.00	\$3,580.00
6. Closeout									
	6	0	0	0	0	0	0	6	\$840.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$840.00	\$840.00
Subtotal of hours by employee		10	20	80	4	4	12	22	
Rate per hour		\$195.00	\$185.00	\$145.00	\$180.00	\$170.00	\$160.00	\$140.00	
Subtotal of fee by employee		\$1,950	\$3,700	\$11,600	\$720	\$680	\$1,920	\$3,080	\$23,650.00
								Subtotal	\$23,650.00
								Costich Topographic Survey	\$7,200.00
								Atlantic Testing Laboratories Geotechnical Investigation	\$2,700.00
								Expenses	\$400.00
								Total*	\$34,000.00

*Note: If both projects awarded to Colliers, some project cost can be absorbed into the larger project to result in a total fee of \$34,000 (within the DRI



RESOLUTION CREATING CAPITAL PROJECT BUDGET FOR THE DOWNTOWN REVITALIZATION INITIATIVE GRANT TO ENHANCE MULTI-MODAL CONNECTIONS IN DOWNTOWN PERRY (HH)

WHEREAS, the Village of Perry has been awarded a Downtown Revitalization Initiative grant to Extend the Silver Lake Trail through Downtown Perry and Complete Main Street Streetscape Improvements; and

WHEREAS, the Village Administrator has proposed a budget for the capital project fund (HH):

REVENUE:

HH3097	State Aid	\$ 2,450,000.00
		\$ 2,450,000.00

EXPENDITURE:

HH7989.2	Silver Lake Trail - Design	\$ 315,000.00
HH7989.21	Silver Lake Trail – Construction	\$ 1,785,000.00
HH7989.22	Streetscape – Design	\$ 34,000.00
HH7989.23	Streetscape – Construction	\$ 316,000.00
		\$ 2,450,000.00

TOTAL PROJECT BUDGET \$ **2,450,000.00**
; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby authorizes the project budget for the Downtown Revitalization Initiative Grant to Enhance Multi-Modal Connections in Downtown Perry (HH).

Abstract # 018
Summary by Fund02/12/2026
15:28:30

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	2,415.23	34,781.27	37,196.50
CD	SPECIAL GRANT FUND		2,793.63	2,793.63
F	WATER FUND	1,031.62	7,319.78	8,351.40
G	SEWER FUND	129.74	12,772.69	12,902.43
HF	WATER TREATMENT PLANT PROJECT		1,065.00	1,065.00
HS	CAPITAL PROJECT - SEWER IMPROV		159.75	159.75
JA	SILVER LAKE WATERSHED COMMISSI		32.12	32.12
TA	TRUST & AGENCY		1,906.00	1,906.00
Total:		3,576.59	60,830.24	64,406.83

Vouchers #1517 - 1607 were audited by Trustee Muolo.

Village Administrator– February 17, 2026

Draft Budget

- Rate increases in draft budget = 3%
- No increase for board members, mayor, or deputy mayor
- Personnel lines include a new temp position for records management – 8 hours per week, 52 weeks at \$20 per hour = \$8,320 split between general, water, and sewer (\$2,773 included in each fund)
- Other discussions to be had around additional requests?
- Tentative budget public hearing needs to be held on March 16th meeting and tax cap local law hearing (if required).

Water Agreement with Town of Perry

- Town of Perry has requested a one-year agreement with \$2,000 increase.

Historian

- Request for old map to move to new office space at medical building.

Water Treatment Plant Additional Funding Opportunities

- Pro-Housing Supply Fund – We reached out to a representative and they do not have a lot of details so far or if it will even be available this year. They should have more information on the program status sometime in March.
- NBRC – Had a call with representative on 2/13/26. Pre application due by 5:00pm on February 27th. Applications by invitation only are due April 17th. If awarded, we would know in June. Proposal from MRB to write pre-application and application - \$5,500 per application.

MPR Grant – application for upgraded playground equipment has been submitted.

TAP Grant – Received pre application comments. We will be reviewing those with LaBella on February 19th. Final application is due March 12th.

Vets Club Banners – The Vets Club has requested an increase in the number of Hometown Hero Banners from 100 to 150. We are discussing options for hanging the banners and reducing staff time.

MONTHLY REPORT OF TREASURER

TO THE VILLAGE BOARD OF THE VILLAGE OF PERRY:

The following is a detailed statement of all moneys received AND disbursed during the month of January, 2026:

DATED: February 13, 2026

Samantha Marcy

TREASURER

	Balance 12/31/2025	Increases	Decreases	Balance 01/31/2026
A GENERAL FUND				
CHECKING	10,065.95	269,296.20	279,275.72	86.43
NYCLASS - CHECKING	113,857.64	348.24	0.00	114,205.88
SPECIAL MUNICIPAL FUNDS	-147,509.14	253,855.31	269,296.36	-162,950.19
NYCLASS - GENERAL SAVINGS	543,591.77	1,662.59	0.00	545,254.36
NYCLASS - SAVINGS #2	1,394,076.67	3,850.90	200,000.00	1,197,927.57
SODA MACHINE ACCOUNT	381.48	0.00	0.00	381.48
PETTY CASH	50.00	0.00	0.00	50.00
NYCLASS - FIRE APPARATUS RESER	87,339.99	267.14	0.00	87,607.13
NY CLASS - REPAIR RESERVE	78,905.06	241.33	0.00	79,146.39
NY CLASS - CD EQUIPMENT RESERV	249,117.83	761.93	0.00	249,879.76
NY CLASS - PARK CAPITAL RESERV	63,249.36	193.44	0.00	63,442.80
NY CLASS - EMPLOYEE ACCRUED LI	44,736.71	136.83	0.00	44,873.54
TOTAL	2,437,863.32	530,613.91	748,572.08	2,219,905.15
CD SPECIAL GRANT FUND				
	0.00	0.00	0.00	0.00
SAVINGS	2,500.00	0.00	0.00	2,500.00
PERRY VILLAGE COMMUNITY DEVELO	117,901.55	218.35	0.00	118,119.90
CDBG GRANT ACCOUNT	1.00	0.00	0.00	1.00
TOTAL	120,402.55	218.35	0.00	120,620.90
F WATER FUND				
CASH - CHECKING	899.45	59,015.77	61,606.31	-1,691.09
NYCLASS - CHECKING	36,434.48	111.43	0.00	36,545.91
SAVINGS - JOINT	61,176.31	132,805.28	48,442.70	145,538.89
NYCLASS - WATER SAVINGS	894,681.41	2,736.44	0.00	897,417.85
PETTY CASH	50.00	0.00	0.00	50.00
NY CLASS - WATER RESERVE	102,027.83	312.05	0.00	102,339.88
TOTAL	1,095,269.48	194,980.97	110,049.01	1,180,201.44
G SEWER FUND				
CASH - CHECKING	50,489.02	78,427.16	79,751.14	49,165.04
NYCLASS - CHECKING	77,423.21	236.80	0.00	77,660.01
SAVINGS - JOINT	121,945.75	143,323.60	77,465.92	187,803.43
NYCLASS - SEWER SAVINGS	377,189.53	1,153.67	0.00	378,343.20
PETTY CASH	50.00	0.00	0.00	50.00
NY CLASS - SEWER RESERVE	189,693.72	580.19	0.00	190,273.91
NYCLASS - BONDED INDEBTEDNESS	61,553.38	188.28	0.00	61,741.66
TOTAL	878,344.61	223,909.70	157,217.06	945,037.25

MONTHLY REPORT OF TREASURER

	Balance 12/31/2025	Increases	Decreases	Balance 01/31/2026
H CAPITAL PROJECTS FUND				
	0.00	0.00	0.00	0.00
SAVINGS	26,149.25	0.00	0.00	26,149.25
TOTAL	26,149.25	0.00	0.00	26,149.25
HB LEAD SERVICE LINE REPLACEMENT				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
HD SILVER LAKE TRAIL CREEKSIDE				
	0.00	0.00	0.00	0.00
CASH - SAVINGS	175,682.76	0.00	0.00	175,682.76
TOTAL	175,682.76	0.00	0.00	175,682.76
HE CDBG STORMWATER IMPROVEMENTS				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
HF WATER TREATMENT PLANT PROJECT				
CASH - CHECKING	0.00	31,126.65	31,126.65	0.00
SAVINGS	0.00	75,303.50	31,126.65	44,176.85
TOTAL	0.00	106,430.15	62,253.30	44,176.85
HG ENGINEERING PLANNING GRANT				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
HS CAPITAL PROJECT - SEWER				
	0.00	0.00	0.00	0.00
SAVINGS	0.00	25,243.99	25,243.99	0.00
TOTAL	0.00	25,243.99	25,243.99	0.00
JA SILVER LAKE WATERSHED				
CASH - CHECKING	-22.48	142.02	70.97	48.57
SAVINGS	12,223.55	1.03	142.02	12,082.56
CASH - NYCLASS	86,779.68	265.42	0.00	87,045.10
TOTAL	98,980.75	408.47	212.99	99,176.23
TA TRUST & AGENCY				
CASH - CHECKING	149,050.14	606.00	4,815.00	144,841.14
SAVINGS - SURETY FEE	717.16	0.06	0.00	717.22
SAVINGS - PARK & REC IMPROVEME	300.85	0.00	0.00	300.85
TOTAL	150,068.15	606.06	4,815.00	145,859.21
TOTAL ALL FUNDS				
	4,982,760.87	1,082,411.60	1,108,363.43	4,956,809.04

Monthly Activity Summary

1/1/2026 - 1/31/2026

Class	Account	Beginning Balance	Contributions	Dividends YTD	Dividends	Withdrawals	Month End Balance
NYCLASS	NY01-01059-0001 GENERAL SAVINGS	\$543,591.77	\$0.00	\$1,662.59	\$1,662.59	\$0.00	\$545,254.36
NYCLASS	NY01-01059-0002 FIRE APPARATUS RESERVE	\$87,339.99	\$0.00	\$267.14	\$267.14	\$0.00	\$87,607.13
NYCLASS	NY01-01059-0003 REPAIR RESERVE	\$78,905.06	\$0.00	\$241.33	\$241.33	\$0.00	\$79,146.39
NYCLASS	NY01-01059-0004 EQUIPMENT RESERVE	\$249,117.83	\$0.00	\$761.93	\$761.93	\$0.00	\$249,879.76
NYCLASS	NY01-01059-0005 PARK CAPITAL RESERVE	\$63,249.36	\$0.00	\$193.44	\$193.44	\$0.00	\$63,442.80
NYCLASS	NY01-01059-0006 EMP. ACCRD BENEFITS RESERVE	\$44,736.71	\$0.00	\$136.83	\$136.83	\$0.00	\$44,873.54
NYCLASS	NY01-01059-0007 WATER RESERVE	\$102,027.83	\$0.00	\$312.05	\$312.05	\$0.00	\$102,339.88
NYCLASS	NY01-01059-0008 SEWER RESERVE	\$189,693.72	\$0.00	\$580.19	\$580.19	\$0.00	\$190,273.91
NYCLASS	NY01-01059-0009 SILVER LAKE WATERSHED COMMISSION	\$86,779.68	\$0.00	\$265.42	\$265.42	\$0.00	\$87,045.10
NYCLASS	NY01-01059-0010 GENERAL CHECKING	\$227,715.33	\$0.00	\$696.47	\$696.47	\$0.00	\$228,411.80
NYCLASS	NY01-01059-0011 GENERAL SAVINGS 2	\$1,394,076.67	\$0.00	\$3,850.90	\$3,850.90	(\$200,000.00)	\$1,197,927.57
NYCLASS	NY01-01059-0012 WATER SAVINGS	\$894,681.41	\$0.00	\$2,736.44	\$2,736.44	\$0.00	\$897,417.85
NYCLASS	NY01-01059-0013 SEWER SAVINGS	\$377,189.53	\$0.00	\$1,153.67	\$1,153.67	\$0.00	\$378,343.20

Class	Account	Beginning Balance	Contributions	Dividends YTD	Dividends	Withdrawals	Month End Balance
NYCLASS	NY01-01059-0014 SEWER BONDED INDEBTEDNESS RESERV	\$61,553.38	\$0.00	\$188.28	\$188.28	\$0.00	\$61,741.66
		\$4,400,658.27	\$0.00	\$13,046.68	\$13,046.68	(\$200,000.00)	\$4,213,704.95

VILLAGE OF PERRY

GENERAL FUND DETAIL OF REVENUES

January 2026

		Modified budget	Earned 2025-26	Unearned Balance	%
REAL PROPERTY TAXES					
A1001	REAL PROPERTY TAXES	2,543,937.00	2,543,937.23	-0.23	0.0
	TOTAL REAL PROPERTY TAXES	2,543,937.00	2,543,937.23	-0.23	0.0
REAL PROPERTY TAX ITEMS					
A1081	OTHER PAYMENTS IN LIEU OF TAXES	64,735.00	78,962.48	-14,227.48	0.0
A1089	OTHER TAX ITEMS	11,800.00	13,276.61	-1,476.61	0.0
A1090	INTEREST & PENALTIES ON REAL PROP TAXES	17,000.00	21,451.92	-4,451.92	0.0
	TOTAL REAL PROPERTY TAX ITEMS	93,535.00	113,691.01	-20,156.01	0.0
NON-PROPERTY TAX ITEMS					
A1130	UTILITIES GROSS RECEIPTS TAX	38,000.00	22,641.55	15,358.45	40.4
A1170	FRANCHISE TAXES	44,000.00	17,368.44	26,631.56	60.5
	TOTAL NON-PROPERTY TAX ITEMS	82,000.00	40,009.99	41,990.01	51.2
DEPARTMENTAL INCOME					
A1230	TREASURER FEES	0.00	0.00	0.00	0.0
A1255	CLERK FEES	900.00	673.75	226.25	25.1
A1289	OTHER GOVERNMENT INCOME	0.00	135.00	-135.00	0.0
A1520	POLICE FEES	200.00	60.00	140.00	70.0
A1589	PUBLIC SAVETY MISC INCOME	9,000.00	1,684.52	7,315.48	81.3
A1601	PUBLIC HEALTH FEES	1,800.00	530.00	1,270.00	70.6
A1710	PUBLIC WORK CHARGES	6,000.00	3,128.33	2,871.67	47.9
A1789	OTHER TRANSPORTATION INCOME ELEC STA	1,200.00	697.35	502.65	41.9
A2001	PARK & RECREATION CHARGES	4,500.00	1,815.00	2,685.00	59.7
A2001A	PARK & RECREAT CHARGES - SEA SERPENT	0.00	0.00	0.00	0.0
A2070	CONTRIBUTIONS BY PRIVATE AGENCIES	0.00	0.00	0.00	0.0
A2110	ZONING FEES	2,750.00	3,157.72	-407.72	0.0
	TOTAL DEPARTMENTAL INCOME	26,350.00	11,881.67	14,468.33	54.9
INTERGOVERNMENTAL CHARGES					
A2260	WYOMING COUNTY STOP DWI	7,500.00	8,702.72	-1,202.72	0.0
A2262	FIRE PROTECTION SERV - OTHER GOVT	55,000.00	0.00	55,000.00	100.0
A2302	SNOW REMOVAL	20,100.00	18,752.65	1,347.35	6.7
A2389	HOME & COMMUNITY - TASK FORCE	0.00	0.00	0.00	0.0
A2389B	HOME & COMMUNITY - SRO	80,000.00	34,191.15	45,808.85	57.3
A2390	SHARED JOINT ACTIVITY - TOWN OF PERRY	0.00	0.00	0.00	0.0
	TOTAL INTERGOVERNMENTAL CHARGES	162,600.00	61,646.52	100,953.48	62.1
USE OF MONEY AND PROPERTY					
A2401	INTEREST & EARNINGS	92,531.00	62,091.87	30,439.13	32.9
A2401R	INTEREST & EARNINGS - RESERVE FUNDS	0.00	19,681.18	-19,681.18	0.0
A2410	RENTAL OF REAL PROPERTY	4,800.00	4,800.00	0.00	0.0

VILLAGE OF PERRY

GENERAL FUND DETAIL OF REVENUES

January 2026

		Modified budget	Earned 2025-26	Unearned Balance	%
A2414	RENTAL OF EQUIPMENT	32,500.00	0.00	32,500.00	100.0
	TOTAL USE OF MONEY AND PROPERTY	129,831.00	86,573.05	43,257.95	33.3
LICENSES AND PERMITS					
A2530	GAMES OF CHANCE	75.00	100.00	-25.00	0.0
	TOTAL LICENSES AND PERMITS	75.00	100.00	-25.00	0.0
FINES AND FORFEITURES					
A2610	FINES & FORFEITED BAIL	130,000.00	109,978.00	20,022.00	15.4
	TOTAL FINES AND FORFEITURES	130,000.00	109,978.00	20,022.00	15.4
SALE OF PROPERTY & COMPENSATION FOR LOSS					
A2650	SALES OF SCRAP & EXCESS MATERIALS	3,500.00	0.00	3,500.00	100.0
A2665	SALE OF EQUIPMENT	37,101.44	27,101.44	10,000.00	27.0
A2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.0
A2690	OTHER COMPENSATION FOR LOSS	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	40,601.44	27,101.44	13,500.00	33.3
MISCELLANEOUS LOCAL SOURCES					
A2701	REFUNDS OF PRIOR YEARS EXPENS	0.00	7,476.51	-7,476.51	0.0
A2705	GIFTS & DONATIONS	0.00	200.00	-200.00	0.0
A2750	AIM RELATED PAYMENTS	0.00	0.00	0.00	0.0
A2770	UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.0
A2770S	SODA MACHINE	0.00	0.00	0.00	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	7,676.51	-7,676.51	0.0
INTERFUND REVENUES					
A2801	INTERFUND REVENUES	0.00	0.00	0.00	0.0
	TOTAL INTERFUND REVENUES	0.00	0.00	0.00	0.0
STATE AID					
A3001	STATE REVENUE SHARING	30,057.00	30,057.00	0.00	0.0
A3005	MORTGAGE TAX	13,000.00	7,355.15	5,644.85	43.4
A3021	JCAP GRANT	0.00	0.00	0.00	0.0
A3089	STATE AID	0.00	2,103.00	-2,103.00	0.0
A3089B	DEC GRANT - TREE CITY	0.00	1,000.00	-1,000.00	0.0
A3389	STATE AID - PUBLIC SAFETY	0.00	0.00	0.00	0.0
A3501	CONSOLIDATED HIGHWAY AID	190,000.00	0.00	190,000.00	100.0
A3897	CULT & RECREAT CAPITAL GRANTS	0.00	0.00	0.00	0.0
	TOTAL STATE AID	233,057.00	40,515.15	192,541.85	82.6
FEDERAL AID					
A4089	FEDERAL AID, OTHER	80,041.75	80,041.75	0.00	0.0
A4389	FED AID - PUBLIC SAFETY	0.00	0.00	0.00	0.0
A4389A	US DEPT OF JUSTICE - BVP PROGRAM	0.00	0.00	0.00	0.0

VILLAGE OF PERRY

GENERAL FUND

DETAIL OF REVENUES

January 2026

	Modified budget	Earned 2025-26	Unearned Balance	%
TOTAL FEDERAL AID	80,041.75	80,041.75	0.00	0.0
INTERFUND TRANSFERS				
A5031 INTERFUND TRANSFER - CAPITAL PROJECTS	0.00	40,768.28	-40,768.28	0.0
TOTAL INTERFUND TRANSFERS	0.00	40,768.28	-40,768.28	0.0
TOTAL REVENUES:	3,522,028.19	3,163,920.60	358,107.59	10.2

VILLAGE OF PERRY
GENERAL FUND
DETAIL OF EXPENDITURES
January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
GENERAL GOVERNMENT SUPPORT						
BOARD OF TRUSTEES						
PERSONNEL SERVICES						
A1010.1	BOARD OF TRUSTEES - PERSONNEL SERVICES	11,600.00	7,900.08	0.00	3,699.92	31.9
	TOTAL PERSONNEL SERVICES	11,600.00	7,900.08	0.00	3,699.92	31.9
CONTRACTUAL EXPENSE						
A1010.4	BOARD OF TRUSTEES - CONTRACTUAL	500.00	0.00	0.00	500.00	100.0
A1010.41	BOARD OF TRUSTEES - LABOR RELATIONS	5,000.00	0.00	0.00	5,000.00	100.0
	TOTAL CONTRACTUAL EXPENSE	5,500.00	0.00	0.00	5,500.00	100.0
	TOTAL BOARD OF TRUSTEES	17,100.00	7,900.08	0.00	9,199.92	53.8
VILLAGE JUSTICE						
PERSONNEL SERVICES						
A1110.1	VILLAGE JUSTICE - PERS SERV JUSTICES	22,582.00	15,633.00	0.00	6,949.00	30.8
A1110.11	VILLAGE JUSTICE - PERS SERV COURT CLERK	24,583.00	15,652.76	0.00	8,930.24	36.3
A1110.12	VILLAGE JUSTICE - PERS SER COURT OFFICER	5,000.00	772.09	0.00	4,227.91	84.6
	TOTAL PERSONNEL SERVICES	52,165.00	32,057.85	0.00	20,107.15	38.5
CONTRACTUAL EXPENSE						
A1110.4	VILLAGE JUSTICE - CONTRACTUAL	8,500.00	5,091.09	0.00	3,408.91	40.1
A1110.41	VILLAGE JUSTICE - CONTRACTUAL JCAP	3,134.34	3,134.04	0.30	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	11,634.34	8,225.13	0.30	3,408.91	29.3
	TOTAL VILLAGE JUSTICE	63,799.34	40,282.98	0.30	23,516.06	36.9
MAYOR						
PERSONNEL SERVICES						
A1210.1	MAYOR - PERSONNEL SERVICES	4,800.00	3,200.00	0.00	1,600.00	33.3
A1210.11	DEPUTY MAYOR - PERSONNEL SERVICES	250.00	0.00	0.00	250.00	100.0
	TOTAL PERSONNEL SERVICES	5,050.00	3,200.00	0.00	1,850.00	36.6
EQUIPMENT/CAPITAL OUTLAY						
A1210.2	MAYOR - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
A1210.4	MAYOR - CONTRACTUAL	250.00	0.00	0.00	250.00	100.0
	TOTAL CONTRACTUAL EXPENSE	250.00	0.00	0.00	250.00	100.0
	TOTAL MAYOR	5,300.00	3,200.00	0.00	2,100.00	39.6
CONTRACTUAL						
CONTRACTUAL EXPENSE						
A1320.4	CONTRACTUAL - AUDIT	14,500.00	11,500.00	0.00	3,000.00	20.7
	TOTAL CONTRACTUAL EXPENSE	14,500.00	11,500.00	0.00	3,000.00	20.7
	TOTAL CONTRACTUAL	14,500.00	11,500.00	0.00	3,000.00	20.7
TREASURER						
PERSONNEL SERVICES						
A1325.1	TREASURER - PERSONNEL SERVICES	46,350.00	31,943.68	0.00	14,406.32	31.1

VILLAGE OF PERRY

GENERAL FUND DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
TOTAL PERSONNEL SERVICES		46,350.00	31,943.68	0.00	14,406.32	31.1
EQUIPMENT/CAPITAL OUTLAY						
A1325.2	TREASURER - EQUIPMENT	1,000.00	0.00	0.00	1,000.00	100.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		1,000.00	0.00	0.00	1,000.00	100.0
CONTRACTUAL EXPENSE						
A1325.4	TREASURER - CONTRACTUAL	6,500.00	1,583.32	0.00	4,916.68	75.6
TOTAL CONTRACTUAL EXPENSE		6,500.00	1,583.32	0.00	4,916.68	75.6
TOTAL TREASURER		53,850.00	33,527.00	0.00	20,323.00	37.7
CONTRACTUAL						
CONTRACTUAL EXPENSE						
A1345.4	CONTRACTUAL - OFFICE SUPPLIES	1,500.00	377.74	0.00	1,122.26	74.8
TOTAL CONTRACTUAL EXPENSE		1,500.00	377.74	0.00	1,122.26	74.8
TOTAL CONTRACTUAL		1,500.00	377.74	0.00	1,122.26	74.8
TAX ADVERTISING CONTRACTUAL						
CONTRACTUAL EXPENSE						
A1362.4	TAX ADVERTISING CONTRACTUAL	2,500.00	0.00	0.00	2,500.00	100.0
TOTAL CONTRACTUAL EXPENSE		2,500.00	0.00	0.00	2,500.00	100.0
TOTAL TAX ADVERTISING CONTRACTUAL		2,500.00	0.00	0.00	2,500.00	100.0
CLERK						
PERSONNEL SERVICES						
A1410.1	CLERK - PERSONNEL SERVICES	50,000.00	34,615.26	0.00	15,384.74	30.8
A1410.11	CLERK - PERS SERV LONGEVITY	500.00	0.00	0.00	500.00	100.0
A1410.12	CLERK - PERS SERV F/T CLERK	8,736.00	5,712.00	0.00	3,024.00	34.6
A1410.13	CLERK - PERSONNEL SERVICES, PT	4,370.00	2,796.04	0.00	1,573.96	36.0
TOTAL PERSONNEL SERVICES		63,606.00	43,123.30	0.00	20,482.70	32.2
EQUIPMENT/CAPITAL OUTLAY						
A1410.2	CLERK - EQUIPMENT	1,000.00	0.00	0.00	1,000.00	100.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		1,000.00	0.00	0.00	1,000.00	100.0
CONTRACTUAL EXPENSE						
A1410.4	CLERK - CONTRACTUAL	8,000.00	2,821.63	0.00	5,178.37	64.7
A1410.41	CLERK - CONTRACTUAL GRANTS	10,000.00	5,000.00	0.00	5,000.00	50.0
TOTAL CONTRACTUAL EXPENSE		18,000.00	7,821.63	0.00	10,178.37	56.5
TOTAL CLERK		82,606.00	50,944.93	0.00	31,661.07	38.3
LAW						
PERSONNEL SERVICES						
A1420.1	LAW - PERSONNEL SERVICES	647.32	647.32	0.00	0.00	0.0
TOTAL PERSONNEL SERVICES		647.32	647.32	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
A1420.4	LAW - CONTRACTUAL	16,952.68	7,339.00	0.00	9,613.68	56.7
TOTAL CONTRACTUAL EXPENSE		16,952.68	7,339.00	0.00	9,613.68	56.7
TOTAL LAW		17,600.00	7,986.32	0.00	9,613.68	54.6

PERSONNEL

VILLAGE OF PERRY

GENERAL FUND DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
PERSONNEL SERVICES						
A1430.1	PERSONNEL - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL	0.00	0.00	0.00	0.00	0.0
ENGINEER						
CONTRACTUAL EXPENSE						
A1440.4	ENGINEER - CONTRACTUAL	12,500.00	0.00	0.00	12,500.00	100.0
	TOTAL CONTRACTUAL EXPENSE	12,500.00	0.00	0.00	12,500.00	100.0
	TOTAL ENGINEER	12,500.00	0.00	0.00	12,500.00	100.0
ELECTIONS						
CONTRACTUAL EXPENSE						
A1450.4	ELECTIONS - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	0.00	0.00	0.00	0.00	0.0
	TOTAL ELECTIONS	0.00	0.00	0.00	0.00	0.0
PUBLIC WORKS ADMIN						
PERSONNEL SERVICES						
A1490.1	PUBLIC WORKS ADMIN - PERSONNEL SERVICES	76,000.00	49,238.31	0.00	26,761.69	35.2
	TOTAL PERSONNEL SERVICES	76,000.00	49,238.31	0.00	26,761.69	35.2
CONTRACTUAL EXPENSE						
A1490.4	PUBLIC WORKS ADMIN - CONTRACTUAL	3,000.00	1,490.69	0.00	1,509.31	50.3
	TOTAL CONTRACTUAL EXPENSE	3,000.00	1,490.69	0.00	1,509.31	50.3
	TOTAL PUBLIC WORKS ADMIN	79,000.00	50,729.00	0.00	28,271.00	35.8
BUILDINGS						
EQUIPMENT/CAPITAL OUTLAY						
A1620.2	BUILDINGS - VILLAGE HALL - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
A1620.21	BUILDINGS - VILLAGE HALL RENOVATION	26,198.02	0.00	1,198.02	25,000.00	95.4
	TOTAL EQUIPMENT/CAPITAL OUTLAY	26,198.02	0.00	1,198.02	25,000.00	95.4
CONTRACTUAL EXPENSE						
A1620.4	BUILDINGS - CONTRACTUAL	25,400.00	23,645.59	0.00	1,754.41	6.9
A1620.41	BUILDINGS - VILLAGE HALL NETWORK	42,000.00	20,276.98	0.00	21,723.02	51.7
A1620.42	BUILDINGS - UTILITIES	15,000.00	8,270.04	0.00	6,729.96	44.9
	TOTAL CONTRACTUAL EXPENSE	82,400.00	52,192.61	0.00	30,207.39	36.7
	TOTAL BUILDINGS	108,598.02	52,192.61	1,198.02	55,207.39	50.8
CENTRAL PRINT & MAIL						
CONTRACTUAL EXPENSE						
A1670.4	CENTRAL PRINT & MAIL - CONTRACTUAL	7,500.00	6,082.55	0.00	1,417.45	18.9
	TOTAL CONTRACTUAL EXPENSE	7,500.00	6,082.55	0.00	1,417.45	18.9
	TOTAL CENTRAL PRINT & MAIL	7,500.00	6,082.55	0.00	1,417.45	18.9
DATA PROCESSING						
CONTRACTUAL EXPENSE						
A1680.4	DATA PROCESSING - CONTRACTUAL	10,000.00	6,800.93	0.00	3,199.07	32.0
	TOTAL CONTRACTUAL EXPENSE	10,000.00	6,800.93	0.00	3,199.07	32.0

VILLAGE OF PERRY
GENERAL FUND
DETAIL OF EXPENDITURES
January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
TOTAL DATA PROCESSING		10,000.00	6,800.93	0.00	3,199.07	32.0
SPECIAL ITEMS						
CONTRACTUAL EXPENSE						
A1910.4	UNALLOCATED INSURANCE	136,000.00	139,459.27	0.00	-3,459.27	0.0
TOTAL CONTRACTUAL EXPENSE		136,000.00	139,459.27	0.00	-3,459.27	0.0
CONTRACTUAL EXPENSE						
A1920.4	MUNICIPAL ASSOCIATION DUES	3,500.00	2,107.00	0.00	1,393.00	39.8
TOTAL CONTRACTUAL EXPENSE		3,500.00	2,107.00	0.00	1,393.00	39.8
CONTRACTUAL EXPENSE						
A1950.4	TAXES & ASSESSMENTS MUNIC PROPERTY	800.00	774.22	0.00	25.78	3.2
TOTAL CONTRACTUAL EXPENSE		800.00	774.22	0.00	25.78	3.2
CONTRACTUAL EXPENSE						
A1990.4	CONTINGENCY ACCOUNT	0.00	0.00	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		0.00	0.00	0.00	0.00	0.0
TOTAL SPECIAL ITEMS		140,300.00	142,340.49	0.00	-2,040.49	0.0
TOTAL GENERAL GOVERNMENT SUPPORT		616,653.36	413,864.63	1,198.32	201,590.41	32.7
PUBLIC SAFETY						
POLICE						
PERSONNEL SERVICES						
A3120.1	POLICE - PERSONNEL SERVICES	420,000.00	294,190.48	0.00	125,809.52	30.0
A3120.11	POLICE - PERS SERV CROSSING GUARDS	11,000.00	5,364.30	0.00	5,635.70	51.2
A3120.12	POLICE - PERS SERV PART TIME	87,500.00	58,279.41	0.00	29,220.59	33.4
A3120.13	POLICE - PERS SERV OVERTIME	18,000.00	13,380.11	0.00	4,619.89	25.7
A3120.14	POLICE - PERSONNEL SERVICES - SRO	65,000.00	25,177.32	0.00	39,822.68	61.3
A3120.15	POLICE - GRANT TIME	16,500.00	4,525.26	0.00	11,974.74	72.6
TOTAL PERSONNEL SERVICES		618,000.00	400,916.88	0.00	217,083.12	35.1
EQUIPMENT/CAPITAL OUTLAY						
A3120.2	POLICE - EQUIPMENT	52,101.44	50,399.73	0.00	1,701.71	3.3
TOTAL EQUIPMENT/CAPITAL OUTLAY		52,101.44	50,399.73	0.00	1,701.71	3.3
CONTRACTUAL EXPENSE						
A3120.4	POLICE - CONTRACTUAL	103,151.34	68,351.71	0.00	34,799.63	33.7
TOTAL CONTRACTUAL EXPENSE		103,151.34	68,351.71	0.00	34,799.63	33.7
TOTAL POLICE		773,252.78	519,668.32	0.00	253,584.46	32.8
TRAFFIC CONTROL						
CONTRACTUAL EXPENSE						
A3310.4	TRAFFIC CONTROL - CONTRACTUAL	8,000.00	2,190.26	0.00	5,809.74	72.6
TOTAL CONTRACTUAL EXPENSE		8,000.00	2,190.26	0.00	5,809.74	72.6
TOTAL TRAFFIC CONTROL		8,000.00	2,190.26	0.00	5,809.74	72.6
FIRE DEPARTMENT						
EQUIPMENT/CAPITAL OUTLAY						
A3410.2	FIRE DEPARTMENT - EQUIPMENT	48,150.00	35,111.41	0.00	13,038.59	27.1
TOTAL EQUIPMENT/CAPITAL OUTLAY		48,150.00	35,111.41	0.00	13,038.59	27.1

VILLAGE OF PERRY
GENERAL FUND
DETAIL OF EXPENDITURES
January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	%
						Remaining
CONTRACTUAL EXPENSE						
A3410.4	FIRE DEPARTMENT - CONTRACTUAL	43,852.66	22,960.54	534.17	20,357.95	46.4
A3410.41	FIRE DEPARTMENT - TRAINING	2,500.00	0.00	0.00	2,500.00	100.0
A3410.42	FIRE DEPARTMENT - FIRE TRUCK MAINTENANCE	41,000.00	16,379.22	0.00	24,620.78	60.1
	TOTAL CONTRACTUAL EXPENSE	87,352.66	39,339.76	534.17	47,478.73	54.4
	TOTAL FIRE DEPARTMENT	135,502.66	74,451.17	534.17	60,517.32	44.7
DEMO OF UNSAFE BUILDING						
CONTRACTUAL EXPENSE						
A3650.4	DEMO OF UNSAFE BUILDING	0.00	0.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	0.00	0.00	0.00	0.00	0.0
	TOTAL DEMO OF UNSAFE BUILDING	0.00	0.00	0.00	0.00	0.0
	TOTAL PUBLIC SAFETY	916,755.44	596,309.75	534.17	319,911.52	34.9
TRANSPORTATION						
STREET MAINTENANCE						
PERSONNEL SERVICES						
A5110.1	STREET MAINTENANCE - PERSONNEL SERVICES	175,000.00	109,022.65	0.00	65,977.35	37.7
A5110.11	STREET MAINTENANCE - OVERTIME	21,000.00	26,878.28	0.00	-5,878.28	0.0
A5110.12	STREET MAINTENANCE - SEASONAL	20,000.00	13,291.30	0.00	6,708.70	33.5
	TOTAL PERSONNEL SERVICES	216,000.00	149,192.23	0.00	66,807.77	30.9
EQUIPMENT/CAPITAL OUTLAY						
A5110.2	STREET MAINTENANCE - EQUIPMENT	118,000.00	75,341.77	21,401.00	21,257.23	18.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	118,000.00	75,341.77	21,401.00	21,257.23	18.0
CONTRACTUAL EXPENSE						
A5110.4	STREET MAINTENANCE - CONTRACTUAL	179,616.00	132,650.79	0.00	46,965.21	26.1
	TOTAL CONTRACTUAL EXPENSE	179,616.00	132,650.79	0.00	46,965.21	26.1
	TOTAL STREET MAINTENANCE	513,616.00	357,184.79	21,401.00	135,030.21	26.3
PERM IMPROVEM (STREETS)						
EQUIPMENT/CAPITAL OUTLAY						
A5112.2	PERM IMPROVEM (STREETS)	248,881.75	204,531.94	0.00	44,349.81	17.8
	TOTAL EQUIPMENT/CAPITAL OUTLAY	248,881.75	204,531.94	0.00	44,349.81	17.8
CONTRACTUAL EXPENSE						
A5112.4	PERM IMPROVEM (STREETS) - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	0.00	0.00	0.00	0.00	0.0
	TOTAL PERM IMPROVEM (STREETS)	248,881.75	204,531.94	0.00	44,349.81	17.8
GARAGE						
PERSONNEL SERVICES						
A5132.1	GARAGE - PERSONNEL SERVICES	59,000.00	38,422.13	0.00	20,577.87	34.9
A5132.11	GARAGE - PERSONNEL SERV OVERTIME	4,400.00	3,975.61	0.00	424.39	9.6
	TOTAL PERSONNEL SERVICES	63,400.00	42,397.74	0.00	21,002.26	33.1
EQUIPMENT/CAPITAL OUTLAY						
A5132.2	GARAGE - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0

VILLAGE OF PERRY

GENERAL FUND DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
CONTRACTUAL EXPENSE						
A5132.4	GARAGE - CONTRACTUAL	11,000.00	5,966.33	0.00	5,033.67	45.8
A5132.42	GARAGE - UTILITIES	15,000.00	9,048.17	0.00	5,951.83	39.7
	TOTAL CONTRACTUAL EXPENSE	26,000.00	15,014.50	0.00	10,985.50	42.3
	TOTAL GARAGE	89,400.00	57,412.24	0.00	31,987.76	35.8
SNOW REMOVAL						
EQUIPMENT/CAPITAL OUTLAY						
A5142.2	SNOW REMOVAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
A5142.4	SNOW REMOVAL - CONTRACTUAL	43,380.00	24,298.32	900.00	18,181.68	41.9
	TOTAL CONTRACTUAL EXPENSE	43,380.00	24,298.32	900.00	18,181.68	41.9
	TOTAL SNOW REMOVAL	43,380.00	24,298.32	900.00	18,181.68	41.9
STREET LIGHTING						
CONTRACTUAL EXPENSE						
A5182.4	STREET LIGHTING - CONTRACTUAL	32,000.00	23,740.23	0.00	8,259.77	25.8
	TOTAL CONTRACTUAL EXPENSE	32,000.00	23,740.23	0.00	8,259.77	25.8
	TOTAL STREET LIGHTING	32,000.00	23,740.23	0.00	8,259.77	25.8
SIDEWALKS						
EQUIPMENT/CAPITAL OUTLAY						
A5410.2	SIDEWALKS - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
A5410.4	SIDEWALKS - CONTRACTUAL	19,326.45	11,878.71	0.00	7,447.74	38.5
	TOTAL CONTRACTUAL EXPENSE	19,326.45	11,878.71	0.00	7,447.74	38.5
	TOTAL SIDEWALKS	19,326.45	11,878.71	0.00	7,447.74	38.5
ELECTRIC CHARGE STATION CONTRACTUAL						
CONTRACTUAL EXPENSE						
A5680.4	Electric Charge Station Contractual	4,017.55	4,959.49	0.00	-941.94	0.0
	TOTAL CONTRACTUAL EXPENSE	4,017.55	4,959.49	0.00	-941.94	0.0
	TOTAL ELECTRIC CHARGE STATION CONTRACTUAL	4,017.55	4,959.49	0.00	-941.94	0.0
	TOTAL TRANSPORTATION	950,621.75	684,005.72	22,301.00	244,315.03	25.7
ECONOMIC ASSISTANCE AND OPPORTUNITY						
PUBLICITY						
CONTRACTUAL EXPENSE						
A6410.4	PUBLICITY - CONTRACTUAL	5,000.00	592.15	0.00	4,407.85	88.2
	TOTAL CONTRACTUAL EXPENSE	5,000.00	592.15	0.00	4,407.85	88.2
	TOTAL PUBLICITY	5,000.00	592.15	0.00	4,407.85	88.2
PROGRAMS FOR THE AGING						
CONTRACTUAL EXPENSE						
A6772.4	PROGRAMS FOR THE AGING - CONTRACTUAL	750.00	143.10	0.00	606.90	80.9
	TOTAL CONTRACTUAL EXPENSE	750.00	143.10	0.00	606.90	80.9

VILLAGE OF PERRY

GENERAL FUND DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
TOTAL PROGRAMS FOR THE AGING		750.00	143.10	0.00	606.90	80.9
OTHER ECONOMIC OPPORT & DEVELOP						
CONTRACTUAL EXPENSE						
A6989.4	OTHER ECONOMIC OPPORT & DEVELOP - CONTR	5,000.00	5,000.00	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		5,000.00	5,000.00	0.00	0.00	0.0
TOTAL OTHER ECONOMIC OPPORT & DEVELOP		5,000.00	5,000.00	0.00	0.00	0.0
TOTAL ECONOMIC ASSISTANCE AND OPPORTUNITY		10,750.00	5,735.25	0.00	5,014.75	46.6
CULTURE AND RECREATION						
RECREAT ADMIN						
PERSONNEL SERVICES						
A7020.1	RECREAT ADMIN - PERSONNEL SERVICES	66,000.00	40,594.67	0.00	25,405.33	38.5
A7020.11	RECREAT ADMIN - OVERTIME	2,500.00	3,755.19	0.00	-1,255.19	0.0
A7020.15	RECREAT ADMIN - PERS SERV LONGEVITY	0.00	0.00	0.00	0.00	0.0
TOTAL PERSONNEL SERVICES		68,500.00	44,349.86	0.00	24,150.14	35.3
CONTRACTUAL EXPENSE						
A7020.4	RECREAT ADMIN - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		0.00	0.00	0.00	0.00	0.0
TOTAL RECREAT ADMIN		68,500.00	44,349.86	0.00	24,150.14	35.3
PARKS						
PERSONNEL SERVICES						
A7110.1	PARKS - PERSONNEL SERVICES	48,000.00	35,337.19	0.00	12,662.81	26.4
TOTAL PERSONNEL SERVICES		48,000.00	35,337.19	0.00	12,662.81	26.4
EQUIPMENT/CAPITAL OUTLAY						
A7110.2	PARKS - EQUIPMENT	13,000.00	10,311.00	0.00	2,689.00	20.7
TOTAL EQUIPMENT/CAPITAL OUTLAY		13,000.00	10,311.00	0.00	2,689.00	20.7
CONTRACTUAL EXPENSE						
A7110.4	PARKS - CONTRACTUAL	63,022.50	24,235.79	3,700.00	35,086.71	55.7
TOTAL CONTRACTUAL EXPENSE		63,022.50	24,235.79	3,700.00	35,086.71	55.7
TOTAL PARKS		124,022.50	69,883.98	3,700.00	50,438.52	40.7
PLAYGROUNDS & RECREATION						
EQUIPMENT/CAPITAL OUTLAY						
A7140.2	PLAYGROUNDS & RECREATION - EQUIPMENT	5,000.00	0.00	0.00	5,000.00	100.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		5,000.00	0.00	0.00	5,000.00	100.0
CONTRACTUAL EXPENSE						
A7140.4	PLAYGROUNDS & RECREATION - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		0.00	0.00	0.00	0.00	0.0
TOTAL PLAYGROUNDS & RECREATION		5,000.00	0.00	0.00	5,000.00	100.0
SPEC RECREAT FACIL						
EQUIPMENT/CAPITAL OUTLAY						
A7180.2	SPEC RECREAT FACIL - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
A7180.21	SPEC RECREAT FACIL - PARK PAVING	0.00	0.00	0.00	0.00	0.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.0

VILLAGE OF PERRY

GENERAL FUND DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
CONTRACTUAL EXPENSE						
A7180.4	SPEC RECREAT FACIL - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
A7180.42	SPEC RECREAT FACIL - UTILITIES	9,600.00	7,069.93	0.00	2,530.07	26.4
	TOTAL CONTRACTUAL EXPENSE	9,600.00	7,069.93	0.00	2,530.07	26.4
	TOTAL SPEC RECREAT FACIL	9,600.00	7,069.93	0.00	2,530.07	26.4
YOUTH PROGRAMS						
CONTRACTUAL EXPENSE						
A7310.4	YOUTH PROGRAMS - CONTRACTUAL	2,500.00	2,500.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	2,500.00	2,500.00	0.00	0.00	0.0
	TOTAL YOUTH PROGRAMS	2,500.00	2,500.00	0.00	0.00	0.0
CELEBRATIONS						
CONTRACTUAL EXPENSE						
A7550.4	CELEBRATIONS - CONTRACTUAL	2,500.00	0.00	0.00	2,500.00	100.0
	TOTAL CONTRACTUAL EXPENSE	2,500.00	0.00	0.00	2,500.00	100.0
	TOTAL CELEBRATIONS	2,500.00	0.00	0.00	2,500.00	100.0
	TOTAL CULTURE AND RECREATION	212,122.50	123,803.77	3,700.00	84,618.73	39.9
HOME AND COMMUNITY SERVICES						
ZONING						
PERSONNEL SERVICES						
A8010.1	ZONING - PERSONNEL SERVICES ZO & PMO	20,775.00	13,613.75	0.00	7,161.25	34.5
A8010.11	ZONING - PERSONNEL SERVICES CLERK	0.00	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	20,775.00	13,613.75	0.00	7,161.25	34.5
CONTRACTUAL EXPENSE						
A8010.4	ZONING - CONTRACTUAL	1,000.00	180.00	0.00	820.00	82.0
A8010.41	ZONING - CONTRACT BOARD MEMBERS	3,000.00	1,515.00	0.00	1,485.00	49.5
A8010.42	ZONING - CONTRACTUAL UPDATE	0.00	0.00	0.00	0.00	0.0
A8010.43	ZONING - ATTORNEY FEES	10,000.00	3,067.40	0.00	6,932.60	69.3
	TOTAL CONTRACTUAL EXPENSE	14,000.00	4,762.40	0.00	9,237.60	66.0
	TOTAL ZONING	34,775.00	18,376.15	0.00	16,398.85	47.2
REFUSE & GARBAGE						
CONTRACTUAL EXPENSE						
A8160.4	REFUSE & GARBAGE - CONTRACTUAL	4,000.00	3,073.25	0.00	926.75	23.2
	TOTAL CONTRACTUAL EXPENSE	4,000.00	3,073.25	0.00	926.75	23.2
	TOTAL REFUSE & GARBAGE	4,000.00	3,073.25	0.00	926.75	23.2
STREET CLEANING						
EQUIPMENT/CAPITAL OUTLAY						
A8170.2	STREET CLEANING - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
A8170.4	STREET CLEANING - CONTRACTUAL	10,000.00	234.98	0.00	9,765.02	97.7
	TOTAL CONTRACTUAL EXPENSE	10,000.00	234.98	0.00	9,765.02	97.7
	TOTAL STREET CLEANING	10,000.00	234.98	0.00	9,765.02	97.7

VILLAGE OF PERRY

GENERAL FUND DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
COMMUN BEAUTIFICATION						
CONTRACTUAL EXPENSE						
A8510.4	COMMUN BEAUTIFICATION - CONTRACTUAL	27,500.00	9,200.73	0.00	18,299.27	66.5
	TOTAL CONTRACTUAL EXPENSE	27,500.00	9,200.73	0.00	18,299.27	66.5
	TOTAL COMMUN BEAUTIFICATION	27,500.00	9,200.73	0.00	18,299.27	66.5
DRAINAGE						
CONTRACTUAL EXPENSE						
A8540.4	DRAINAGE - CONTRACTUAL	4,021.35	0.00	0.00	4,021.35	100.0
	TOTAL CONTRACTUAL EXPENSE	4,021.35	0.00	0.00	4,021.35	100.0
	TOTAL DRAINAGE	4,021.35	0.00	0.00	4,021.35	100.0
SHADE TREES						
EQUIPMENT/CAPITAL OUTLAY						
A8560.2	SHADE TREES - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
A8560.4	SHADE TREES - CONTRACTUAL	22,000.00	10,509.26	0.00	11,490.74	52.2
	TOTAL CONTRACTUAL EXPENSE	22,000.00	10,509.26	0.00	11,490.74	52.2
	TOTAL SHADE TREES	22,000.00	10,509.26	0.00	11,490.74	52.2
FLOOD & EROSION CONTROL						
CONTRACTUAL EXPENSE						
A8745.4	FLOOD & EROSION CONTROL - CONTRACTUAL	7,843.00	7,842.84	0.00	0.16	0.0
	TOTAL CONTRACTUAL EXPENSE	7,843.00	7,842.84	0.00	0.16	0.0
	TOTAL FLOOD & EROSION CONTROL	7,843.00	7,842.84	0.00	0.16	0.0
	TOTAL HOME AND COMMUNITY SERVICES	110,139.35	49,237.21	0.00	60,902.14	55.3
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
A9010.8	STATE RETIREMENT	120,000.00	113,631.00	0.00	6,369.00	5.3
	TOTAL	120,000.00	113,631.00	0.00	6,369.00	5.3
A9015.8	POLICE RETIREMENT	170,000.00	142,859.00	0.00	27,141.00	16.0
	TOTAL	170,000.00	142,859.00	0.00	27,141.00	16.0
A9030.8	SOCIAL SECURITY	103,000.00	68,693.27	0.00	34,306.73	33.3
	TOTAL	103,000.00	68,693.27	0.00	34,306.73	33.3
A9040.8	WORKER'S COMPENSATION	70,000.00	54,495.00	0.00	15,505.00	22.2
	TOTAL	70,000.00	54,495.00	0.00	15,505.00	22.2
A9050.8	UNEMPLOYMENT INS	2,500.00	654.00	0.00	1,846.00	73.8
	TOTAL	2,500.00	654.00	0.00	1,846.00	73.8
A9055.8	DISABILITY INS	4,000.00	1,281.70	0.00	2,718.30	68.0
	TOTAL	4,000.00	1,281.70	0.00	2,718.30	68.0
A9060.8	HOSPITAL & MEDICAL INS	205,800.00	153,686.22	0.00	52,113.78	25.3
	TOTAL	205,800.00	153,686.22	0.00	52,113.78	25.3
A9089.8	OTHER - EMPLOYEE ASSIST PROGRAM	2,000.00	1,515.00	0.00	485.00	24.3
	TOTAL	2,000.00	1,515.00	0.00	485.00	24.3

VILLAGE OF PERRY

GENERAL FUND DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
	TOTAL EMPLOYEE BENEFITS	677,300.00	536,815.19	0.00	140,484.81	20.7
	TOTAL EMPLOYEE BENEFITS	677,300.00	536,815.19	0.00	140,484.81	20.7
DEBT SERVICE						
SERIAL BOND						
PRINCIPAL						
A9710.6	SERIAL BOND - PRINCIPAL	0.00	0.00	0.00	0.00	0.0
A9710.61	SERIAL BOND - 2005 FIRE TRUCK PRINCIPAL	0.00	0.00	0.00	0.00	0.0
A9710.62	SERIAL BOND - VILLAGE HALL ROOF PRINCIP	0.00	0.00	0.00	0.00	0.0
A9710.63	SERIAL BOND - 2012 FIRE TRUCK PRINCIPAL	0.00	0.00	0.00	0.00	0.0
A9710.64	SERIAL BOND - SNOW PLOW TRUCK PRINCIPAL	5,000.00	0.00	0.00	5,000.00	100.0
A9710.65	SERIAL BOND - 2020 FIRE TRUCK PRINCIPAL	41,000.00	0.00	0.00	41,000.00	100.0
	TOTAL PRINCIPAL	46,000.00	0.00	0.00	46,000.00	100.0
INTEREST						
A9710.7	SERIAL BOND - INTEREST	0.00	0.00	0.00	0.00	0.0
A9710.71	SERIAL BOND - 2005 FIRE TRUCK INTEREST	0.00	0.00	0.00	0.00	0.0
A9710.72	SERIAL BOND - VILLAGE HALL ROOF INTEREST	0.00	0.00	0.00	0.00	0.0
A9710.73	SERIAL BOND - 2012 FIRE TRUCK INTEREST	0.00	0.00	0.00	0.00	0.0
A9710.74	SERIAL BOND - SNOW PLOW TRUCK INTEREST	1,995.00	997.50	0.00	997.50	50.0
A9710.75	SERIAL BOND - 2020 FIRE TRUCK INTEREST	5,873.00	2,936.25	0.00	2,936.75	50.0
	TOTAL INTEREST	7,868.00	3,933.75	0.00	3,934.25	50.0
	TOTAL SERIAL BOND	53,868.00	3,933.75	0.00	49,934.25	92.7
BAN						
PRINCIPAL						
A9730.6	BAN - Principal	0.00	0.00	0.00	0.00	0.0
	TOTAL PRINCIPAL	0.00	0.00	0.00	0.00	0.0
INTEREST						
A9730.7	BAN- Interest	0.00	0.00	0.00	0.00	0.0
A9730.71	BAN - 2021 FIRE TRUCK INTEREST	0.00	0.00	0.00	0.00	0.0
	TOTAL INTEREST	0.00	0.00	0.00	0.00	0.0
	TOTAL BAN	0.00	0.00	0.00	0.00	0.0
LEASES, PRINCIPAL						
PRINCIPAL						
A9788.6	LEASES, PRINCIPAL - AIR PACKS	16,033.00	16,033.00	0.00	0.00	0.0
	TOTAL PRINCIPAL	16,033.00	16,033.00	0.00	0.00	0.0
INTEREST						
A9788.7	LEASES, INTEREST - AIR PACKS	7,555.00	7,554.36	0.00	0.64	0.0
	TOTAL INTEREST	7,555.00	7,554.36	0.00	0.64	0.0
	TOTAL LEASES, PRINCIPAL	23,588.00	23,587.36	0.00	0.64	0.0
	TOTAL DEBT SERVICE	77,456.00	27,521.11	0.00	49,934.89	64.5
INTERFUND TRANSFERS						
TRANSFERS TO OTHER FUNDS						
A9901.9	TRANSFER, OTHER FUNDS	50,000.00	0.00	0.00	50,000.00	100.0

VILLAGE OF PERRY
GENERAL FUND
DETAIL OF EXPENDITURES
January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
TOTAL		50,000.00	0.00	0.00	50,000.00	100.0
TOTAL TRANSFERS TO OTHER FUNDS		50,000.00	0.00	0.00	50,000.00	100.0
TRANSFERS TO CAPITAL FUNDS						
A9950.9	TRANSFER TO CAPITAL PROJECTS FUND	78,978.65	78,978.65	0.00	0.00	0.0
TOTAL		78,978.65	78,978.65	0.00	0.00	0.0
TOTAL TRANSFERS TO CAPITAL FUNDS		78,978.65	78,978.65	0.00	0.00	0.0
TOTAL INTERFUND TRANSFERS		128,978.65	78,978.65	0.00	50,000.00	38.8
TOTAL EXPENDITURES:		3,700,777.05	2,516,271.28	27,733.49	1,156,772.28	31.3

VILLAGE OF PERRY**WATER FUND
DETAIL OF REVENUES**

January 2026

		Modified budget	Earned 2025-26	Unearned Balance	%
DEPARTMENTAL INCOME					
F2140	METERED WATER SALES	798,632.00	575,896.81	222,735.19	27.9
F2142	UNMETERED WATER SALES	5,000.00	570.00	4,430.00	88.6
F2144	WATER SERVICE CHARGES	750.00	50.00	700.00	93.3
F2148	INTEREST & PENALTIES ON WATER RENTS	9,000.00	4,948.06	4,051.94	45.0
	TOTAL DEPARTMENTAL INCOME	813,382.00	581,464.87	231,917.13	28.5
INTERGOVERNMENTAL CHARGES					
F2378	SERVICE FOR OTHER GOVT	9,500.00	4,989.00	4,511.00	47.5
	TOTAL INTERGOVERNMENTAL CHARGES	9,500.00	4,989.00	4,511.00	47.5
USE OF MONEY AND PROPERTY					
F2401	INTEREST & EARNINGS	25,000.00	24,238.96	761.04	3.0
F2401R	INTEREST & EARNINGS - RESERVE	0.00	2,671.02	-2,671.02	0.0
	TOTAL USE OF MONEY AND PROPERTY	25,000.00	26,909.98	-1,909.98	0.0
SALE OF PROPERTY & COMPENSATION FOR LOSS					
F2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	0.00	0.00	0.00	0.0
MISCELLANEOUS LOCAL SOURCES					
F2701	REFUNDS OF PRIOR YEARS EXPEND	0.00	140.35	-140.35	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	140.35	-140.35	0.0
	TOTAL REVENUES:	847,882.00	613,504.20	234,377.80	27.6

VILLAGE OF PERRY
WATER FUND
DETAIL OF EXPENDITURES
January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
GENERAL GOVERNMENT SUPPORT						
LAW						
PERSONNEL SERVICES						
F1420.1	LAW - PERSONNEL SERVICES	628.28	628.28	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	628.28	628.28	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
F1420.4	LAW - CONTRACTUAL	9,321.72	575.00	0.00	8,746.72	93.8
	TOTAL CONTRACTUAL EXPENSE	9,321.72	575.00	0.00	8,746.72	93.8
	TOTAL LAW	9,950.00	1,203.28	0.00	8,746.72	87.9
ENGINEER						
CONTRACTUAL EXPENSE						
F1440.4	ENGINEER - CONTRACTUAL	15,000.00	1,432.50	0.00	13,567.50	90.5
	TOTAL CONTRACTUAL EXPENSE	15,000.00	1,432.50	0.00	13,567.50	90.5
	TOTAL ENGINEER	15,000.00	1,432.50	0.00	13,567.50	90.5
SPECIAL ITEMS						
F1910.4	UNALLOCATED INS	30,000.00	30,000.00	0.00	0.00	0.0
F1990.4	CONTINGENCY ACCOUNT	0.00	0.00	0.00	0.00	0.0
	TOTAL SPECIAL ITEMS	30,000.00	30,000.00	0.00	0.00	0.0
	TOTAL GENERAL GOVERNMENT SUPPORT	54,950.00	32,635.78	0.00	22,314.22	40.6
HOME AND COMMUNITY SERVICES						
WATER ADMIN						
PERSONNEL SERVICES						
F8310.1	WATER ADMIN - PERSONNEL SERVICES	80,000.00	54,258.72	0.00	25,741.28	32.2
	TOTAL PERSONNEL SERVICES	80,000.00	54,258.72	0.00	25,741.28	32.2
EQUIPMENT/CAPITAL OUTLAY						
F8310.2	WATER ADMIN - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
F8310.4	WATER ADMIN - CONTRACTUAL	10,000.00	1,922.75	0.00	8,077.25	80.8
	TOTAL CONTRACTUAL EXPENSE	10,000.00	1,922.75	0.00	8,077.25	80.8
	TOTAL WATER ADMIN	90,000.00	56,181.47	0.00	33,818.53	37.6
SOURCE OF SUPPLY POWER PUMP						
PERSONNEL SERVICES						
F8320.1	SOURCE OF SUPPLY POWER PUMP - PERS SERV	132,000.00	86,712.60	0.00	45,287.40	34.3
F8320.11	SOURCE OF SUPPLY POWER PUMP - P/S OT	6,000.00	3,097.00	0.00	2,903.00	48.4
	TOTAL PERSONNEL SERVICES	138,000.00	89,809.60	0.00	48,190.40	34.9
EQUIPMENT/CAPITAL OUTLAY						
F8320.2	SOURCE OF SUPPLY POWER PUMP - EQUIPMENT	104,990.00	0.00	29,990.00	75,000.00	71.4
	TOTAL EQUIPMENT/CAPITAL OUTLAY	104,990.00	0.00	29,990.00	75,000.00	71.4
CONTRACTUAL EXPENSE						
F8320.4	SOURCE OF SUPPLY POWER PUMP - CONTRACTUA	44,000.00	4,341.90	0.00	39,658.10	90.1

VILLAGE OF PERRY
WATER FUND
DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
F8320.41	SOURCE OF SUPPLY POWER PUMP - UTILITIES	39,000.00	26,164.52	0.00	12,835.48	32.9
	TOTAL CONTRACTUAL EXPENSE	83,000.00	30,506.42	0.00	52,493.58	63.2
	TOTAL SOURCE OF SUPPLY POWER PUMP	325,990.00	120,316.02	29,990.00	175,683.98	53.9
WATER PURIFICATION						
EQUIPMENT/CAPITAL OUTLAY						
F8330.2	WATER PURIFICATION - EQUIPMENT	7,238.08	5,928.08	0.00	1,310.00	18.1
	TOTAL EQUIPMENT/CAPITAL OUTLAY	7,238.08	5,928.08	0.00	1,310.00	18.1
CONTRACTUAL EXPENSE						
F8330.4	WATER PURIFICATION - CONTRACTUAL	92,000.00	64,956.85	0.00	27,043.15	29.4
	TOTAL CONTRACTUAL EXPENSE	92,000.00	64,956.85	0.00	27,043.15	29.4
	TOTAL WATER PURIFICATION	99,238.08	70,884.93	0.00	28,353.15	28.6
WATER TRANSMIS & DISTRIB						
PERSONNEL SERVICES						
F8340.1	WATER TRANSMIS & DISTRIB - PERSONNEL SER	65,000.00	38,910.91	0.00	26,089.09	40.1
F8340.12	WATER TRANSMIS & DISTRIB - PERS SER OT	0.00	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	65,000.00	38,910.91	0.00	26,089.09	40.1
EQUIPMENT/CAPITAL OUTLAY						
F8340.2	WATER TRANSMIS & DISTRIB - EQUIPMENT	33,400.00	28,141.91	0.00	5,258.09	15.7
	TOTAL EQUIPMENT/CAPITAL OUTLAY	33,400.00	28,141.91	0.00	5,258.09	15.7
CONTRACTUAL EXPENSE						
F8340.4	WATER TRANSMIS & DISTRIB - CONTRACTUAL	12,000.00	5,513.77	0.00	6,486.23	54.1
F8340.43	WATER TRANSMIS & DISTRIB - EQUIPMENT USE	17,500.00	0.00	0.00	17,500.00	100.0
	TOTAL CONTRACTUAL EXPENSE	29,500.00	5,513.77	0.00	23,986.23	81.3
	TOTAL WATER TRANSMIS & DISTRIB	127,900.00	72,566.59	0.00	55,333.41	43.3
	TOTAL HOME AND COMMUNITY SERVICES	643,128.08	319,949.01	29,990.00	293,189.07	45.6
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
F9010.8	STATE RETIREMENT	20,000.00	20,000.00	0.00	0.00	0.0
F9030.8	SOCIAL SECURITY	22,500.00	14,202.58	0.00	8,297.42	36.9
F9040.8	WORKERS COMPENSATION	16,500.00	16,500.00	0.00	0.00	0.0
F9050.8	UNEMPLOYMENT INS	2,000.00	0.00	0.00	2,000.00	100.0
F9055.8	DISABILITY INSURANCE	1,000.00	56.70	0.00	943.30	94.3
F9060.8	HOSPITAL & MEDICAL INS	30,000.00	12,421.54	0.00	17,578.46	58.6
F9089.8	OTHER EMPLOYEE ASSIST PROGRAM	350.00	350.00	0.00	0.00	0.0
	TOTAL EMPLOYEE BENEFITS	92,350.00	63,530.82	0.00	28,819.18	31.2
DEBT SERVICE						
SERIAL BOND						
PRINCIPAL						
F9710.6	SERIAL BOND - 94 WTR PRINCIPAL	19,000.00	19,000.00	0.00	0.00	0.0
F9710.61	SERIAL BOND - WATER TANK PRINCIPAL	14,000.00	14,000.00	0.00	0.00	0.0
	TOTAL PRINCIPAL	33,000.00	33,000.00	0.00	0.00	0.0
INTEREST						

VILLAGE OF PERRY
WATER FUND
DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
F9710.7	SERIAL BOND - 94 WTR INTEREST	6,225.00	6,225.00	0.00	0.00	0.0
F9710.71	SERIAL BOND - WATER TANK INTEREST	1,750.00	1,750.00	0.00	0.00	0.0
	TOTAL INTEREST	7,975.00	7,975.00	0.00	0.00	0.0
	TOTAL SERIAL BOND	40,975.00	40,975.00	0.00	0.00	0.0
SERIAL BOND						
PRINCIPAL						
F9715.6	SERIAL BOND - BACKLOT WATERLINE PRINCIPA	7,000.00	7,000.00	0.00	0.00	0.0
	TOTAL PRINCIPAL	7,000.00	7,000.00	0.00	0.00	0.0
INTEREST						
F9715.7	SERIAL BOND - BACKLOT WATERLINE INTEREST	3,775.00	3,775.00	0.00	0.00	0.0
	TOTAL INTEREST	3,775.00	3,775.00	0.00	0.00	0.0
	TOTAL SERIAL BOND	10,775.00	10,775.00	0.00	0.00	0.0
WATER TREATMENT PLANT STIFF						
PRINCIPAL						
F9730.6	Water Treatment Plant STIFF	37,932.00	0.00	0.00	37,932.00	100.0
	TOTAL PRINCIPAL	37,932.00	0.00	0.00	37,932.00	100.0
	TOTAL WATER TREATMENT PLANT STIFF	37,932.00	0.00	0.00	37,932.00	100.0
	TOTAL DEBT SERVICE	89,682.00	51,750.00	0.00	37,932.00	42.3
	TOTAL EXPENDITURES:	880,110.08	467,865.61	29,990.00	382,254.47	43.4

VILLAGE OF PERRY

SEWER FUND DETAIL OF REVENUES

January 2026

		Modified budget	Earned 2025-26	Unearned Balance	%
DEPARTMENTAL INCOME					
G2120	SEWER RENTS	1,051,020.00	692,936.66	358,083.34	34.1
G2122	SEWER CHARGES	10,000.00	8,024.00	1,976.00	19.8
G2128	INTEREST & PENALTIES ON SEWER ACCTS	13,000.00	9,955.15	3,044.85	23.4
	TOTAL DEPARTMENTAL INCOME	1,074,020.00	710,915.81	363,104.19	33.8
INTERGOVERNMENTAL CHARGES					
G2374	SERVICES FOR OTHER COVT	89,473.00	36,643.66	52,829.34	59.0
	TOTAL INTERGOVERNMENTAL CHARGES	89,473.00	36,643.66	52,829.34	59.0
USE OF MONEY AND PROPERTY					
G2401	INTEREST & EARNINGS	15,000.00	10,922.48	4,077.52	27.2
G2401R	INTEREST & EARNINGS - RESERVE	0.00	5,209.70	-5,209.70	0.0
	TOTAL USE OF MONEY AND PROPERTY	15,000.00	16,132.18	-1,132.18	0.0
SALE OF PROPERTY & COMPENSATION FOR LOSS					
G2650	SALE OF SCRAP & EXCESS MATERIALS	0.00	0.00	0.00	0.0
G2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	0.00	0.00	0.00	0.0
MISCELLANEOUS LOCAL SOURCES					
G2701	REFUND OF PRIOR YEARS EXPENSE	0.00	30.35	-30.35	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	30.35	-30.35	0.0
INTERFUND TRANSFERS					
G5031	INTERFUND TRANSFER	0.00	61,498.00	-61,498.00	0.0
	TOTAL INTERFUND TRANSFERS	0.00	61,498.00	-61,498.00	0.0
	TOTAL REVENUES:	1,178,493.00	825,220.00	353,273.00	30.0

VILLAGE OF PERRY
SEWER FUND
DETAIL OF EXPENDITURES
January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	%
						Remaining
GENERAL GOVERNMENT SUPPORT						
LAW						
PERSONNEL SERVICES						
G1420.1	LAW - PERSONNEL SERVICES	628.28	628.26	0.00	0.02	0.0
	TOTAL PERSONNEL SERVICES	628.28	628.26	0.00	0.02	0.0
CONTRACTUAL EXPENSE						
G1420.4	LAW - CONTRACTUAL	8,321.72	933.50	0.00	7,388.22	88.8
	TOTAL CONTRACTUAL EXPENSE	8,321.72	933.50	0.00	7,388.22	88.8
	TOTAL LAW	8,950.00	1,561.76	0.00	7,388.24	82.6
ENGINEER						
CONTRACTUAL EXPENSE						
G1440.4	ENGINEER - CONTRACTUAL	15,000.00	4,013.00	0.00	10,987.00	73.2
	TOTAL CONTRACTUAL EXPENSE	15,000.00	4,013.00	0.00	10,987.00	73.2
	TOTAL ENGINEER	15,000.00	4,013.00	0.00	10,987.00	73.2
SPECIAL ITEMS						
G1910.4	UNALLOCATED INS	30,000.00	30,000.00	0.00	0.00	0.0
G1990.4	CONTINGENCY ACCOUNT	2,505.00	0.00	0.00	2,505.00	100.0
	TOTAL SPECIAL ITEMS	32,505.00	30,000.00	0.00	2,505.00	7.7
	TOTAL GENERAL GOVERNMENT SUPPORT	56,455.00	35,574.76	0.00	20,880.24	37.0
HOME AND COMMUNITY SERVICES						
SEWER ADMIN						
PERSONNEL SERVICES						
G8110.1	SEWER ADMIN - PERSONNEL SERVICES	80,000.00	54,258.90	0.00	25,741.10	32.2
	TOTAL PERSONNEL SERVICES	80,000.00	54,258.90	0.00	25,741.10	32.2
EQUIPMENT/CAPITAL OUTLAY						
G8110.2	SEWER ADMIN - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
G8110.4	SEWER ADMIN - CONTRACTUAL	7,500.00	333.43	0.00	7,166.57	95.6
	TOTAL CONTRACTUAL EXPENSE	7,500.00	333.43	0.00	7,166.57	95.6
	TOTAL SEWER ADMIN	87,500.00	54,592.33	0.00	32,907.67	37.6
SANITARY SEWER						
PERSONNEL SERVICES						
G8120.11	SANITARY SEWER - PERSONNEL SERVICES	67,000.00	38,910.70	0.00	28,089.30	41.9
	TOTAL PERSONNEL SERVICES	67,000.00	38,910.70	0.00	28,089.30	41.9
EQUIPMENT/CAPITAL OUTLAY						
G8120.2	SANITARY SEWER - EQUIPMENT	7,500.00	351.56	0.00	7,148.44	95.3
	TOTAL EQUIPMENT/CAPITAL OUTLAY	7,500.00	351.56	0.00	7,148.44	95.3
CONTRACTUAL EXPENSE						
G8120.4	SANITARY SEWER - CONTRACTUAL	12,000.00	3,532.15	0.00	8,467.85	70.6
G8120.43	SANITARY SEWER - CONTRACT EQUIPMENT USE	15,000.00	0.00	0.00	15,000.00	100.0

VILLAGE OF PERRY
SEWER FUND
DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
TOTAL CONTRACTUAL EXPENSE		27,000.00	3,532.15	0.00	23,467.85	86.9
TOTAL SANITARY SEWER		101,500.00	42,794.41	0.00	58,705.59	57.8
SEWAGE TREATM DISP						
PERSONNEL SERVICES						
G8130.1	SEWAGE TREATM DISP - PERSONNEL SERVICES	130,000.00	84,347.15	0.00	45,652.85	35.1
G8130.11	SEWAGE TREATM DISP - PERS SERV OT	6,200.00	2,796.94	0.00	3,403.06	54.9
TOTAL PERSONNEL SERVICES		136,200.00	87,144.09	0.00	49,055.91	36.0
EQUIPMENT/CAPITAL OUTLAY						
G8130.2	SEWAGE TREATM DISP - EQUIPMENT	20,000.00	799.99	0.00	19,200.01	96.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		20,000.00	799.99	0.00	19,200.01	96.0
CONTRACTUAL EXPENSE						
G8130.4	SEWAGE TREATM DISP - CONTRACTUAL	217,800.00	117,433.26	0.00	100,366.74	46.1
G8130.41	SEWAGE TREATM DISP - CONTRACT UTILITIES	66,000.00	66,297.26	0.00	-297.26	0.0
G8130.42	SEWAGE TREATM DISP - WWTP FLOODING	0.00	0.00	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		283,800.00	183,730.52	0.00	100,069.48	35.3
TOTAL SEWAGE TREATM DISP		440,000.00	271,674.60	0.00	168,325.40	38.3
TOTAL HOME AND COMMUNITY SERVICES		629,000.00	369,061.34	0.00	259,938.66	41.3
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
G9010.8	STATE RETIREMENT	20,000.00	20,000.00	0.00	0.00	0.0
G9030.8	SOCIAL SECURITY	24,000.00	13,799.37	0.00	10,200.63	42.5
G9040.8	WORKERS COMPENSATION	16,500.00	16,500.00	0.00	0.00	0.0
G9050.8	UNEMPLOYMENT INS	2,000.00	0.00	0.00	2,000.00	100.0
G9055.8	DISABILITY INSURANCE	1,000.00	56.70	0.00	943.30	94.3
G9060.8	HOSPITAL & MEDICAL INS	32,500.00	19,343.88	0.00	13,156.12	40.5
G9089.8	OTHER - EMPLOYEE ASSIST PROGRAM	350.00	350.00	0.00	0.00	0.0
TOTAL EMPLOYEE BENEFITS		96,350.00	70,049.95	0.00	26,300.05	27.3
DEBT SERVICE						
SERIAL BOND						
PRINCIPAL						
G9710.61	EFC SERIAL BONDS - PRINCIPAL	0.00	0.00	0.00	0.00	0.0
G9710.62	SERIAL BOND - DIGESTOP COVER PRINCIPAL	0.00	0.00	0.00	0.00	0.0
G9710.63	SERIAL BOND - SEWER BOILER PRINCIPAL	0.00	0.00	0.00	0.00	0.0
G9710.64	SERIAL BOND - WWTF IMPROVEMENTS PRINC	79,280.00	0.00	0.00	79,280.00	100.0
TOTAL PRINCIPAL		79,280.00	0.00	0.00	79,280.00	100.0
INTEREST						
G9710.72	SERIAL BOND - DIGESTOP COVER INTEREST	0.00	0.00	0.00	0.00	0.0
G9710.73	SERIAL BOND - SEWER BOILER INTEREST	0.00	0.00	0.00	0.00	0.0
G9710.74	SERIAL BOND - INTEREST	0.00	0.00	0.00	0.00	0.0
TOTAL INTEREST		0.00	0.00	0.00	0.00	0.0
TOTAL SERIAL BOND		79,280.00	0.00	0.00	79,280.00	100.0

BAN

VILLAGE OF PERRY
SEWER FUND
DETAIL OF EXPENDITURES

January 2026

		Modified budget	Expended 2025-26	Encumbered	Unencumbered balance	% Remaining
PRINCIPAL						
G9730.6	BAN - WWTP PRINCIPAL	245,910.00	0.00	0.00	245,910.00	100.0
	TOTAL PRINCIPAL	245,910.00	0.00	0.00	245,910.00	100.0
	TOTAL BAN	245,910.00	0.00	0.00	245,910.00	100.0
	TOTAL DEBT SERVICE	325,190.00	0.00	0.00	325,190.00	100.0
INTERFUND TRANSFERS						
TRANSFERS TO OTHER FUNDS						
G9901.9	TRANSFER TO OTHER FUNDS	61,498.00	61,498.00	0.00	0.00	0.0
	TOTAL	61,498.00	61,498.00	0.00	0.00	0.0
	TOTAL TRANSFERS TO OTHER FUNDS	61,498.00	61,498.00	0.00	0.00	0.0
TRANSFERS TO CAPITAL FUNDS						
G9950.9	TRANSFER TO CAPITAL PROJECTS	10,000.00	10,000.00	0.00	0.00	0.0
	TOTAL	10,000.00	10,000.00	0.00	0.00	0.0
	TOTAL TRANSFERS TO CAPITAL FUNDS	10,000.00	10,000.00	0.00	0.00	0.0
	TOTAL INTERFUND TRANSFERS	71,498.00	71,498.00	0.00	0.00	0.0
	TOTAL EXPENDITURES:	1,178,493.00	546,184.05	0.00	632,308.95	53.7

FEBRUARY SUPERINTENDENTS MONTHLY REPORT

MEETINGS ATTENDED:

- 1/19 – Hardings at V.H. boiler repairs
- 1/26 – Village Hall DRI kickoff
- 1/29 – SLT DRI kickoff
- 2/2 – Parks Committee
- 2/2 – Rotary Projects
- 2/4 – Water Loss Pilot Program
- 2/4 – Tree Board
- 2/6 – WNYVSA CHIPS rally
- 2/9 – Hometown Heros Banner
- 2/9 – Open Space Possible purchase Laraby property
- 2/11 – DPW Committee

DPW PROJECTS:

- Various stakeouts
- Snow and ice removal
- ALFX Sensors
- Vehicle repairs and maintenance
- Tree removal
- Xmas tree pickup throughout village
- Water main/service break repairs Hope, Pine, Simmons
- Frozen water service investigation

Had 5 Corners use a welder to try to defrost service at 15 Hawthorne, no luck

Had Davis Trailer World bring their pipe steaming machine out to try to defrost 15 Hawthorne and 27 Crane, 15 Hawthorne believe to hit a kink in the pipe not allowing us to go further and 27 Crane got about 90' defrosted but hit something and could not make it to the main.

Continuous draining of the Village Hall boiler every day or every other

Open curb lines with the snow blowers on the sidewalk machines (trackless/ventrac)

Jet storm drain for T.O.P. at ambulance building

Sewer inflows

Meter Reading

Meter repairs

Investigate various sewer issues (not village issues)

Investigate frozen pipes at various homeowner properties

Cold patch

UPCOMING PROJECTS:

New service 27 Crane Place

Remove snowflake lights

Cold patching

Snow removal

PARKS PROJECTS:

Daily cleanup

Main St garbage

Snow and Ice removal

Tree removal (Willow tree by North Pavilion split and had a 2" crack that was opening mor day by day

Paint Village Hall bathroom

Maintenance blg repairs

UPCOMING PROJECTS:

Paint Village Hall Corridor

Delivery baskets and planter boxes

Remove pole lights

2026 February Village Board Report

WTP

1. Collect all monthly water samples for VOP and TOP.
2. Clean inline turbidity lines and monitors weekly.
3. Do a final reading and install new meter at 23 Birchwood Acres. Do final reading at 13 Short Street.
4. Attend board meeting 1/20/26 for Water Plant Upgrade project.
5. Place PAC order from Holland Company. Delivered and unload 1000 gallons of PAC on 1/26/26.
6. Assist DPW with the main water break at Hope/ Crane place 1/28/26. Leaking 6 days @ 75,000 gallons/ day for a Total water loss of 450,000 gallons.
7. Place Amrex order for 2 55-gallon drums of ESC 532 Orthophosphate and 3 15 gallon Delboys of HFS Fluoride. Unloaded and delivered 1/29/26.
8. Switch over from High Lift#2 pump to High Lift#1 pump 1/29/26.
9. Replace Desiccant cartridge on Finished turbidity monitor 1/30/26.
10. Assist DPW with a service leak on Pine Street 2/2/26. Leaking 2 days @ 75,000 gallons/ day for a Total water loss of 150,000 gallons.
11. Assist DPW with a water main break on Simmons Road 2/3/26. Leaking 2 days @ 50,000/ day for a Total water loss of 100,000 gallons.
12. Attend virtual meeting with Steve for Livingston County Water and Sewer Authority Water Loss Pilot Program on 2/4/26.
13. Complete 2025 DEC Water Withdrawal Report and submit to DEC 2/4/26.
14. Complete table for 2025 ADWQR Report.
15. Remove snow and chip ice away from Low Lift building.
16. Order, get delivered and unload 2-275-gallon totes of CL and exchange with old ones on 2/10/26.
17. The total amount of water produced for the month of January was 12,829,955 gallons for a daily average of 413,800 gallons/ day.

02/10/2026

January 2026 wastewater report

- Complete all monthly/daily sampling for WWTP.
- All general maintenance performed on equipment per O&M.
- Perform snow removal at both WWTP, WTP and stations.
- Gallon's sludge pressed – **31,494 Gallons**
- **0** sludge dumpsters removed from plant = **0 Tons. (January)**
- **Perry Ave. flow .789 MGD**
- **Castile Ave. flow .062 MGD**
- **Letchworth septage 0 gallons.**
- Still working on getting Koester out to calibrate gas detection in headworks.
Update: Koester finally made it out to calibrate gas meters and replace bad o2 sensor. More sensors were discovered to be bad, awaiting quote for additional work.
- Still in process of getting standpipe generator repaired.
We might have a switch gear that will work, awaiting confirmation from electrician.
Update: awaiting warmer weather to proceed.
- Still working on pipe insulation for digesters.
- Operators are in process of running conduit for large fans to assist in the drying of biosolids. Project completed! Awaiting electrician to finish.
Update: Project completed but we received a bad fan, I am working on replacing it under warranty.
- We had another VFD fail for the bio tower, awaiting quotes.
- Still in process of getting final clarifier repaired, we will be covering half of the damaged clarifier in hopes of stopping any additional damage from weather.
- We removed 4 UVT sensors from the banks of the UV. System to send them in to get calibrated. This is a maintenance item that needs to be completed by Trojan.

Respectfully submitted,

Tom

OFFICER STATS

2026

	RUSSELL			CROSS			FLEISS			LANGLESS			FRONCKOWIAK			DAVE SPINK		
Complaint/ Arrest/ Tickets	C	A	T	C	A	T	C	A	T	C	A	T	C	A	T	C	A	T
JAN	51	2	5	62	0	5	33	3	10	63	4	10	0	0	0	107	0	0
FEB																		
MAR																		
APR																		
MAY																		
JUN																		
JUL																		
AUG																		
SEP																		
OCT																		
NOV																		
DEC																		
TOTAL	51	2	5	62	0	5	33	3	10	63	4	10	0	0	0	107	0	0

	SMITH			CARUSO			DAKOTA SPINK			TUCKER			PETRIE			LAMPSON		
Complaint/ Arrest/ Tickets	C	A	T	C	A	T	C	A	T	C	A	T	C	A	T	C	A	T
JAN	13	0	4	6	0	0	0	0	0	71	0	9	6	0	1	11	2	2
FEB																		
MAR																		
APR																		
MAY																		
JUN																		
JUL																		
AUG																		
SEP																		
OCT																		
NOV																		
DEC																		
TOTAL	13	0	4	6	0	0	0	0	0	71	0	9	6	0	1	11	2	2

Board Update

Property Maintenance 1/2026

Submitted by: Brittni Kwiecien 2/2026

Sign Law	Rolled Over from '25	January
New violations/complaints		0
# Closed Out		0
Total Open	0	0
Property Maintenance		
New violations/complaints		1
# Closed Out		0
Total Open	12 (Notices 1/13/26)	13
Commercial Vacant		
Properties Identified/awaiting applications		4
# Closed Out		0
invoiced/fees accruing		1
Total Registered	3	5
Residential Vacant		
Properties Identified/awaiting applications		0
# Closed Out		0
invoiced/fees accruing	5	7
Total registered	9	9
Property Maintenance Zones		
Properties Identified/awaiting letter		12
Letter Sent		0

Historian's Report for JANUARY 2026- Town of Perry Board Meeting, Wed, FEBRUARY 4, 2026:

1. I should be able to submit my request for funds for a 250th booklet of Perry Revolutionary War veterans by Friday the 6th, although I am waiting on printing quotes still. Once I have that, I will be able to submit it. There are still a lot of questions regarding the funding, how much each town/entity will receive, etc, but Kevin Proper at the Wyoming County Historian's office is working very hard to get answers and ensure that all those who requested money will get something. I'm very appreciative of the work he is doing on this.

2. I am still waiting to hear from the Village board per my request to move a rare 1916 Wyoming County map from the 2nd floor of the Village hall to my new office for safe keeping.

3. Not much else to report this month. Did some research for a few patrons and am continuing to work on a donation form as well as research for the 250th booklet.

Respectfully submitted,
 Suzie Carlson

TOWN OF PERRY HISTORIAN TIME SHEET - JANUARY 2026						
DAY	CATEGORY	DESCRIPTION	LOCATION	TOTAL TIME	MONTH	TOTAL TIME TO DATE
9	Phone Calls, Research/Fieldwork	Patron Thomas Craig re: Acquard surname in Perry	SUZIE'S HOME	0:00:37	JAN	0:20:22
9	Research/Fieldwork	Research on Perry Knitting Mill jobs	SUZIE'S HOME	0:02:00	FEB	
9	Research/Fieldwork	Research on Cecil Amos Thompson (1887-1946) Pro baseball player from Perry, NY	SUZIE'S HOME	0:01:00	MAR	
9	Research/Fieldwork	Research on Rev War Veterans in Perry, NY	SUZIE'S HOME	0:02:15	APR	
10	Meetings	Meeting of WyCo Town Historians at WyCo Historian's office. Some research/consultation after w/ Kevin P	COUNTY HISTORIAN OFFICE	0:04:00	MAY	
10	Office/Paperwork	Work on creating a Donation Form	SUZIE'S HOME	0:01:30	JUNE	
11	Correspondance	Respond to social media	SUZIE'S HOME	0:00:15	JULY	
11	Research/Fieldwork	Research on H.B. Jillson, milk dealer from Perry, NY	SUZIE'S HOME	0:00:38	AUG	
14	Correspondance, Office/Paperwork	Emails, work on donation forms, prep for meeting (timesheet, report)	SUZIE'S HOME	0:02:00	SEPT	
14	Meetings	Town of Perry Board Meeting	TOWN HALL	0:01:45	OCT	
20	Office/Paperwork, Correspondance	More work on donation form, emails	SUZIE'S HOME	0:00:42	NOV	
28	Research/Fieldwork, Correspondance	Emails, research re: 250th	SUZIE'S HOME	0:00:36	DEC	
30	Research/Fieldwork	Research for patron	TOWN HALL, Suzie's Office, SUZIE'S HOME	0:02:16		
30	Correspondance, Office/Paperwork	Finished compiling & printing research for patron to mail out	SUZIE'S HOME	0:00:48		
TOTAL HOURS THIS MONTH				0:20:22		
TOTAL HOURS OF YEAR INCL. THIS MONTH:						20 hrs 22 m
FOR REFERENCE/ACCOUNTABILITY: Stipend is \$2,300/year. If a salary rate of \$16/hr is applied(minimum wage), total hours historian should work minimum in a yr ≈144 HRS (12 Hrs/month)						
TOTAL HRS YEAR TO DATE AS GAHWNY SECRETARY(NOT included in TOP historian hours):						
Gov't Appointed Historians of Western NY:				hrs		
TOTAL HRS YEAR TO DATE OF VOLUNTEERS TO THE HISTORIAN, including hours below:				5 hrs 45 m		
Volunteer Time						
Volunteer Time						
HOURS SPECIFICALLY FOR VILLAGE HISTORIAN POSITION-work requested directly from the Village (NOT included in TOP total hours):						
TOTAL HOURS THIS YEAR						