



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, May 4, 2026 • 7:30 PM

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

1. Open Meeting and Pledge of Allegiance
2. Public Comment
 - a. Sean Valdes – Perry Main Street Association Chair
3. Presentations & Board Actions
 - a. Chief Grover – Officer Cross Acknowledgement
 - b. Approval of Minutes – April 20, 2026
 - c. Resolution Approving Request from the Perry Main Street Association
 - d. Resolution Accepting Resignation of Police Officer, Franklynn Smith
 - e. Resolution Proclaiming Village of Perry Arbor Day 2026
 - f. Resolution Authorizing Engagement with Allied CPAs, PC for an Audit of Village Financial Statements and the Village Justice Court Records for the 2025-2026 Fiscal Year
 - g. Resolution Approving Contract from Warren’s Commercial Cleaning, Inc. for Cleaning Services for Village Hall
 - h. Resolution Setting a Public Hearing on a Proposed Franchise Agreement with Spectrum Northeast, LLC
 - i. Resolution Approving the Memorandum of Understanding with Perry Veteran’s Club
 - j. Resolution Designating of Office Depository and Authorized Signers
 - k. Resolution to Hold a Public Hearing and Make 239-M Referral on a Proposed Local Law No. 3 of 2026 Entitled: “Amending Chapter 490 of the Village Code of the Village of Perry to Add a Trailside Camping Special Use.”
 - l. Resolution to Declare its Intent to Seek Lead Agency Status in Regard to Proposed Local Law No. 3 of 2026
 - m. Resolution Authorizing Offering AFLAC Voluntary Benefits to Employees
4. Clerk/Deputy Treasurer’s Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING
MINUTES APRIL 20, 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 20th day of April 2026.

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

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

PUBLIC COMMENT

No comments were received.

At 7:31 pm, Mayor Hauser opened the following public hearings:

1. Public Hearing on a proposed Local Law No. 1 of 2026 Entitled: "Amending Chapter 490 of the Village Code of the Village of Perry to Modify Requirements for Planning Board and Zoning Board of Appeals Members"
2. Public Hearing on a Proposed Local Law No. 2 of 2026 Entitled: "Amending Chapter 465 of the Village Code of the Village of Perry to Modify the Lawncare Notice Timeframe and to Assess Cumulative Fines"
3. Public Hearing regarding proposed Increases in Water Base and Usage Rates

The hearings were left open to allow for comments and later closed at 7:45 pm upon motion by Mayor Hauser to close public hearings 1, 2, and 3 which was seconded by Trustee Lapiana and carried with all voting aye.

MINUTES

Trustee Muolo made a motion to approve the minutes for 4/6/2026 which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION ADOPTING THE 2026-2027 FISCAL YEAR VILLAGE OF PERRY OPERATING BUDGET

WHEREAS, the Village of Perry Board of Trustees held a public hearing on April 6, 2026 at 8:00pm on the tentative budget including the Village's general, water and sewer funds, and elected officials salaries; and

WHEREAS, the 2026-2027 fiscal year budget with a total amount of \$6,014,137 is tax cap compliant; and

BE IT RESOLVED, that the Tentative budget is hereby adopted and approved by the Village of Perry Board of Trustees and is hereby established as the annual budget for the Village of Perry for the 2026-2027 fiscal year; and

BE IT FURTHER RESOLVED, that the Village Administrator and Village Clerk shall prepare and certify the 2026-2027 budget as provided by law, and duplicate copies of the 2026-2027 adopted budget shall be given to the Mayor, the Village Board, Village Department Heads and submitted to the New York State Office of the Comptroller.

Trustee Lapiana made a motion to approve the 2026-2027 operating budget which was seconded by Trustee Bouchard and carried unanimously.

RESOLUTION APPOINTING SEASONAL LABORER, DOUG JONES

WHEREAS, the Superintendent of Public Works is requesting the appointment of Mr. Jones for the 2026 season designated to the Parks Department; and

WHEREAS, Mr. Doug Jones was employed by the Village of Perry from 2003 until 2023 full-time and seasonally since 2025; and

BE RESOLVED, that the Perry Village Board of Trustees hereby appoints Mr. Doug Jones as a Seasonal Laborer designated to the Parks Department at a rate of \$18.54 per hour effective May 4, 2026.

Mayor Hauser motioned to approve the appointment of seasonal laborer, Doug Jones, which was seconded by Trustee Muolo and carried with all voting aye.

RESOLUTION APPROVING APPLICATION FOR BASE RATE WAIVER FOR VACANT UNITS

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

WHEREAS, an application has been received for the property located at 176 N Main Street and the inspection has been completed by the Water Department; and

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

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the waiver for 176 N Main Street per the Policy of Waiving Base Rate Charges for Vacant Units.

Trustee Lapiana made a motion to approve the application for base rate waiver for vacant unit at 176 N. Main Street which was seconded by Trustee Lawrence and carried unanimously.

RESOLUTION AUTHORIZING WAIVER OF LAWN MOWING CHARGES

WHEREAS, the Village of Perry notified the owner of ½ South Main Street on 6/20/2025 for a violation of Village Code Chapter 465, Article I: Brush, Grass and Weeds, and subsequently mowed a portion of the parcel believed to be in violation on 7/3/2025; and

WHEREAS, an invoice for said services was issued on 7/9/2025 to the owner of the property; and

WHEREAS, the Village has since received a property survey establishing that the area in question was incorrectly identified, and that the invoiced party is not the owner of the area in which the services were performed; and

WHEREAS, the actual property owner did not receive proper notice of the violation; and

WHEREAS, the Public Works Committee has reviewed the matter and recommends that the charges be waived due to the unclear property boundary and owner of the area serviced; and

BE IT RESOLVED, that the Village Board of the Village of Perry hereby authorizes and directs that the invoice issued for mowing services for ½ South Main Street totaling \$307.50 be waived in full.

Trustee Bouchard made a motion to adopt the resolution authorizing waiver of lawn mowing charges which was seconded by Trustee Lapiana and carried unanimously.

RESOLUTION APPROVING WYOMING COUNTY YOUTH PROGRAM RESERVATION REQUEST

WHEREAS, the Parks Committee has reviewed a request from the Wyoming County Youth Program to reserve the South Pavilion on Tuesday, July 28, 2026 for a free summer children's program; and

WHEREAS, the Parks Committee is recommending waiving the fee for the use of the South Pavilion; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby waives the fee for the use of the South Pavilion on Tuesday, July 28, 2026.

Trustee Muolo made a motion to approve the Wyoming County Youth Program reservation request which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION APPROVING THE 2025 ANNUAL DRINKING WATER QUALITY REPORT

WHEREAS, to comply with New York State regulations, the Village of Perry is required to issue an annual drinking water quality report of the Village's public water supply; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the 2025 Annual Drinking Water Quality Report.

The report has been reviewed and approved by the Wyoming County Health Department. Trustee Lawrence made a motion to approve the 2025 Annual Drinking Water Quality Report which was seconded by Trustee Lapiana and carried unanimously.

RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE THE PARKS & TRAILS NEW YORK AND THE WESTERN NEW YORK TRAIL TOWN GRANT AGREEMENT

WHEREAS, the Village of Perry has received a grant award of \$4,824.84 through the Parks & Trail New York and the Western New York Trail Town Grant for historical signage and trail seating along the Silver Lake Trail; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to execute the grant agreement for the project.

Motion was made by Trustee Lapiana authorizing the Village Administrator to execute the Parks & Trails New York and Western New York Trail Town Grant Agreement. Trustee Lawrence seconded the motion and it was carried unanimously.

RESOLUTION AUTHORIZING BUDGET TRANSFERS AND AMENDMENT TO THE 2025-2026 VILLAGE BUDGET

WHEREAS, the Village Administrator is proposing the following Budget Transfers to correct overspent accounts for the 2025-2026 fiscal year:

General Fund:

Increase:	A1620.4 (Buildings – Contractual)	\$1,893.80	
Decrease:	A1620.41 (Buildings – Network)		\$1,893.80
Increase:	A1670.4 (Central Mail & Print – Contractual)	\$188.27	
Decrease:	A1680.4 (Data Processing – Contractual)		\$188.27
Increase:	A5110.11 (Street Maintenance – Overtime)	\$3,228.23	
Decrease:	A5110.1 (Street Maintenance – Pers. Serv.)		\$3,228.23
Increase:	A5132.11 (Garage – Overtime)	\$325.57	
Decrease:	A5132.1 (Garage – Pers. Serv.)		\$325.57
Increase:	A5142.4 (Snow Removal – Contractual)	\$3,437.51	
Decrease:	A5410.4 (Sidewalks – Contractual)		\$3,437.51
Increase:	A8160.4 (Refuse & Garbage – Contractual)	\$410.83	
Decrease:	A8170.4 (Street Cleaning – Contractual)		\$410.83

Water Fund:

Increase:	F8340.2 (Water Transmission & Dist. – Equipment)	\$1,776.85	
Increase:	F8340.4 (Water Transmission & Dist. – Contractual)	\$2,224.48	
Decrease:	F1440.4 (Engineer – Contractual)		\$4,001.33

Sewer Fund:

Increase:	G8130.41 (Sewage Treatment – Utilities)	\$27,342.53	
Decrease:	G8130.4 (Sewage Treatment – Contractual)		\$27,342.53

WHEREAS, the Village Administrator is proposing the following Budget Amendment to appropriately record funding received for a grant received from NYSERDA Clean Energy Communities for an LED lighting project:

Increase Revenue:	A3089 (State Aid)	\$10,000.00	
Increase Expense:	A7110.4 (Parks – Contractual)		\$10,000.00

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to make the above budget transfers for the 2025-2026 fiscal year; and

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

Trustee Lapiana made a motion to approve the budget transfers and amendment to the 2025-2026 village budget which was seconded by Trustee Muolo and carried with all voting aye.

The board considered the need for sufficient revenue to fund upcoming Water Treatment Plant upgrades and that there has been no increase to the water rates in 10 years.

**VILLAGE OF PERRY RESOLUTION TO ADOPT
THE PROPOSED INCREASES IN WATER BASE RATES AND USAGE RATES**

Adopted: April 20, 2026

The Village Board of the Village of Perry met at a regular board meeting at the Village Hall of the Village of Perry, on the 20th day of April 2026, commencing at 7:30 p.m., and thereafter a public hearing directly followed, and the following members were:

Present:	Mayor	Rick Hauser
	Trustee	Arlene Lapiana
	Trustee	Joel Bouchard
	Trustee	Sandy Lawrence
	Trustee	Richard Muolo

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

WHEREAS, relative to the proposed significant water treatment plant upgrades, the Village Board of the Village of Perry wishes to increase their current quarterly base rates and usage rates effective June 1, 2026; and

WHEREAS, the proposed quarterly base rates for village residents, district users, and out of district users are as follows:

Proposed Quarterly Base Rates

Village	\$35.53 (increase of \$1.53)
District	\$47.03 (increase of \$2.03)
Town of Castile District	\$47.03 (increase of \$2.03)
Non-District	\$52.25 (increase of \$2.25)

Proposed Usage Rates (per 1,000)

Village	\$4.34 (increase of \$0.19)
District	\$5.85 (increase of 0.25)
Town of Castile District	\$6.07 (increase of \$0.26)
Non-District	\$6.01 (increase of \$0.26)

WHEREAS, the Village Board of the Village of Perry did hold a public hearing on the 20th day of April, 2026, to consider the increases to water base rates and usage rates; and

WHEREAS, the Village Board of the Village of Perry finds it to be in the best interest of the Village of Perry to increase the water base rates and usage rates; and

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

RESOLVED, that Village Board of the Village of Perry hereby approves the increases in water base rates and usage rates as depicted above.

Ayes: 5

Nays: 0

Quorum Present: Yes No

RESOLUTION APPROVING DELINQUENT PAYMENTS TO BE ADDED TO REAL PROPERTY TAX BILLS

WHEREAS, per Village Law Section 355-106, delinquent water and sewer charges can be levied to the real property tax of a parcel with a \$25 fee per account; and

WHEREAS, per Village Law Section 465-3, the cost for removal of brush, grass, and weeds that remain unpaid shall be added to and become and form part of the taxes; and

WHEREAS, per Village Law Section 465-18, the Village Board shall charge and assess against the owner, tenant or occupant of a property, the expense for removal of property maintenance violations and constitute a lien and charge on the real property on which it is levied; and

WHEREAS, per Village Law Section 465-22, the owner of a vacant building shall pay an annual fee for the period the building remains vacant and failure of the owner to pay the amount(s) due shall constitute a debt due and owing to the Village, and the Village may commence a civil action to collect such unpaid debt; and

WHEREAS, the Village Clerk has provided a list of unpaid charges as totaled below:

Unpaid Water/Sewer Charges	\$1,707.10
Unpaid Lawn Mowing invoices	\$4,380.00
Unpaid Garbage Removal invoices	\$ 640.00
Unpaid Vacant Building Fees	\$4,309.14
Total	\$11,036.24

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees authorizes the Village Clerk to submit the listing attached to this resolution to the Wyoming County Real Property Office for delinquent payments totaling \$11,036.24 to the parcel's real property tax bill for 2026-2027.

Trustee Lapiana made a motion to adopt the resolution approving delinquent payments to be added to real property tax bills. This motion was seconded by Trustee Muolo and carried unanimously.

CLERK/DEPUTY TREASURER REPORT

VILLAGE OF PERRY

Clerk Report 4/20/2026

**Abstract # 022
Summary by Fund**

04/17/2026
17:43:12

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	1,649.40	41,592.24	43,241.64
F	WATER FUND		10,471.53	10,471.53
G	SEWER FUND	121.31	344,560.25	344,681.56
HF	WATER TREATMENT PLANT PROJECT		11,466.50	11,466.50
HG	ENGINEERING PLANNING GRANT (WW)		847.50	847.50
HH	DRI - TRAIL AND STREETSCAPE		4,407.50	4,407.50
JA	SILVER LAKE WATERSHED COMMISSI		903.63	903.63
TA	TRUST & AGENCY		1,884.36	1,884.36
Total:		1,770.71	416,133.51	417,904.22

Vouchers #1857-1963 were audited by Trustee Lapiana. The abstract includes debt service payments of \$325,272.00 from the sewer fund. Trustee Bouchard made a motion to approve payment of abstract #22 in the amount of \$417,904.22 which was seconded by Trustee Lawrence and carried with all voting aye.

DEPARTMENT/COMMITTEE REPORTS

Trustee Lawrence reports the demo of a house on Saint Helena. A meeting took place on the hotel law to discuss definitions and inconsistent language with that and the country inn law as it relates to Perry.

Trustee Lapiana shared a message from Eleanor encouraging people to attend the Jane Bliss sculpture as part of the art walk on May 1st at 6:00 pm. Trustee Lapiana attended a meeting with the Perry Ambulance who will be purchasing an auto lift. At the Fire Committee meeting, it was mentioned that the grant application made it to the second round. The Fire Chief's truck has a lifter tick which is being looked at for repairs. The Fire Department is considering purchasing a 15 passenger van from their own budget, rather than village funds. Preparations have begun for the Memorial Day Parade. A successful banquet for the Fire Department took place with favorable attendance.

Trustee Muolo attended the DPW Committee meeting who discussed water and mowing charges and the need for truck #93 to be replaced, as it barely passed inspection but does not leave the village. Administrator Marcy looked into a potential grant/loan through the USDA (for the purchase of a truck) but discovered that interest is at 4.625 and there are no grants being offered this year.

Covington Street will be paved over the summer when school is closed. A newer technique, "cold in place" is planned for Park Ave. and Park Place which could save around \$30,000. Needham Street and Federal Street Ext. may get chip sealed for around \$15,000 to extend the life of the roads. Walker Road and Euclid Ave. need paving but require infrastructure upgrades. "Cold in place" may be an option for Euclid as a short-term fix.

The clarifier wall at the sewer plant is getting repaired and is not under warranty so it is going through insurance.

Trustee Bouchard attended the Tree Board meeting and reports that the Poetree contest winners are in. The Tree Board proposes Arbor Day in the village as June 20th this year and requests a resolution from the board. A tree was removed at the Village Park and according to the tree law should be replaced.

Trustee Muolo brought up an email about Walgreens. Mayor Hauser stated that Walgreens is a privately owned company and they are looking at closing some stores nationwide. They are reaching out to different stores to explore ways to save money until they can work through some of the causes such as contract negotiations and entities that set prices. The board discussed a recent assessment increase and how they could be supportive of keeping Walgreens in Perry.

At 8:33 pm, motion to adjourn was made by Trustee Lapiana, seconded by Trustee Muolo, and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPROVING REQUEST FROM THE PERRY MAIN STREET ASSOCIATION

WHEREAS, the Village has received a request from the Perry Main Street Association for funding towards the 2026 Events Brochure in an amount of \$925; and

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



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

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

Thursday, April 23, 2026

Re: Funding Support for 2026 Events Brochure

Dear Members of the Village Board:

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

On behalf of the Perry Main Street Association (PMSA), I'm writing regarding the 2026 Perry Events Brochure coordinated by Meghan Hauser.

PMSA is asking the Village to support this project by contributing \$925 towards the printing of 4,000 brochures for 2026. This year, the printing costs have increased slightly to \$0.43/piece, with expert design and layout services donated by J.N. White, and all information gathering and distribution being handled by volunteers. Additionally, we will be heavily promoting the events & brochure piece via our digital media channels, which have grown substantially over the last 2 years.

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

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

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

Thank you for your consideration.

Sincerely,

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



RESOLUTION ACCEPTING RESIGNATION OF POLICE OFFICER, FRANKLYNN SMITH

WHEREAS, Officer Franklynn Smith has tendered his resignation from the position of Police Officer effective April 27, 2026; and

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



- WHEREAS,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- WHEREAS,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** Trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I Rick Hauser, Mayor of the Village of Perry,
do hereby proclaim June 20, 2026 as

Arbor Day



In the Village of Perry and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees and promote the well-being of this and future generations.

Rick Hauser, Mayor of the Village of Perry



RESOLUTION AUTHORIZING ENGAGEMENT WITH ALLIED CPAS, PC FOR AN AUDIT OF VILLAGE FINANCIAL STATEMENTS AND THE VILLAGE JUSTICE COURT RECORDS FOR THE 2025-2026 FISCAL YEAR

WHEREAS, the Village of Perry has contracted with Allied CPAs, PC to perform an audit of the Village's financial statements and the Justice Court records for the past several years; and

WHEREAS, the fee to audit the Village's financial statements is \$12,075 and an additional \$3,150 if a single audit is required; and

WHEREAS, the fee to audit the Village Justice court records is \$1,575; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves Allied CPAs, PC to perform the audits for the Village's financial statement and the Justice court records for the 2025-2026 fiscal year and authorizes the Village Administrator to sign the engagement letters.



RESOLUTION APPROVING CONTRACT FROM WARREN'S COMMERCIAL CLEANING, INC. FOR CLEANING SERVICES FOR VILLAGE HALL

WHEREAS, the Village of Perry has received a Janitorial Services Contract from Warren's Commercial Cleaning, Inc. in an amount of \$700.00 per month; and

WHEREAS, the Village of Perry currently contracts with Warren's Commercial Cleaning, Inc. for janitorial services; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby accepts Warren's Commercial Cleaning, Inc. proposal for cleaning services at Village Hall in an amount of \$700.00 per month from June 1, 2026 until May 31, 2027 and authorizes the Village Administrator to sign the contract.

JANITORIAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this 24th day of April 24, 2026 (herein "Contract")

BETWEEN: VILLAGE OF PERRY (herein "Customer") and **WARREN'S COMMERCIAL CLEANING, INC.** with office located at 454 North Main Street, Warsaw, NY 14569 (herein "Contractor").

WHEREAS:

- A. The Customer requires cleaning services as set out in Schedule A (herein "Services") hereto for a commercial facility located at 46 North Main Street, Perry, NY 14530 (herein "Building");
- B. The Contractor wishes to provide the Services for the Building, on the terms and conditions hereafter set out.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The Customer shall trade the Contractor the sum of Seven Hundred Dollars (\$700.00) per month for the provision of the Services, plus applicable taxes. The Contractor shall invoice the Customer at the end of each month, and the Customer shall remit payment within 30 days of receipt of the Contractor's invoice.
- 2. This Contract shall commence on the 1st day of June, 2026 and shall terminate on the 31st day of May 2027. This Contract may only be terminated upon prior written notice to the other party. Either party may terminate this Contract, with or without cause, upon fifteen (15) days' written notice to the other party. If Customer claims that any Service performed by the Contractor under this Contract is unsatisfactory, it must be reported in writing within five (5) days of the unsatisfactory Service. The Customer reserves the right to terminate this Contract immediately in the event that any Services continue to be unsatisfactory.
- 3. The Contractor shall provide the Services in a proper and skillful manner and to a professional standard. The Contractor shall provide all labor and supplies to complete the Services. The Customer shall provide a secure place for Contractor's supplies. The supplies are for sole use by the Contractor. The Contractor shall be allowed to charge the Customer for the cost of any supplies stored at the Customer's Building needing replacement or repair due to use by the Customer. Contractor's supplies include but not limited to: 36" dust mop; 24" dust mop; 18" pad handle; 2 vacuums; 1 extension cord; mop bucket; mop handle; broom/dust pan; small bucket and cleaning solutions. The Customer shall provide adequate trash disposal facilities.

4. The Customer shall provide the Contractor with keys, fobs, swipe cards and alarm codes needed to access the building and all areas for the performance of the Services. If a Building or area cannot be entered due to the Customer changing access without notifying the Contractor, the Contractor shall be allowed to charge the Customer for lost time.
5. The Contractor shall be fully bonded and insured and shall maintain such insurance against any risks which may be incurred in the performance of the Services. The Contractor shall supply the Customer, upon request, with copies of the insurance certificates.
6. The Contractor, at its sole expense, shall furnish its employees with an identifying garment. All of the Contractor's employees shall be required to wear such garment when providing Services in the Building.
7. The Customer may request additions or changes to the Services. Such changes must be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the additions and/or changes and shall state the additional cost or cost reduction, and any schedule changes. Verbal change orders shall be of no effect, except in cases of an emergency which threatens personal injury or property damage.

IN WITNESS WHEREOF, the Customer and Contractor have executed this Agreement as of the date first written above.

VILLAGE OF PERRY

Samantha Marcy

WARREN'S COMMERCIAL CLEANING, INC.



Jennifer L. Meidenbauer, President

SCHEDULE A

- Machine vacuum all carpeted areas and all rugs/runners
- Broom sweep and damp mop all tile and hard surface flooring including areas under rugs/runners
- Dust mop and/or damp mop all plastic mats under desks
- Dust all office furniture
- Wipe all tables and countertops in all rooms
- High and low dust (baseboards, doors, window sills, picture frames, wall, vents, etc.) in all rooms/bathrooms/kitchens
- Empty all waste baskets, replace liners as necessary
- Empty all recycling baskets, replace liners as necessary
- Clean all display glass, reception windows, doors, and vending machines
- Wipe all telephones, computers, computer stands, keyboards, mice, calculators, etc. of soil/fingerprints

Thoroughly clean/sanitize all facility restrooms and locker rooms

- Perform other cleaning tasks as listed above under "General"
- Clean/sanitize toilets, urinals, sinks, showers, countertops, etc.
- Clean/sanitize sinks, countertops, spot clean/polish all metalwork
- Wash mirrors, walls, lockers, wall switches, from soil and fingerprints
- Refill all dispensers
- Empty all waste baskets, replace liners as necessary

Customer will supply hand towels, hand soap, toilet paper, waste receptacles and disposable liners.
Contractor will place all trash in designated area.

Contractor will provide Services once a week. If the scheduled Services date is a holiday, both parties must come to a mutually agreeable date as an alternative.



RESOLUTION SETTING A PUBLIC HEARING ON A PROPOSED FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC

WHEREAS, the Village of Perry has received an application from Spectrum Northeast, LLC, for the approval of a renewal agreement for Charter's cable television franchise for fifteen (15) years; and

WHEREAS, the Village of Perry is required to hold a public hearing to consider the agreement and to provide an opportunity for public comment; and

BE IT RESOLVED, that the Village Board of the Village of Perry will hold a public hearing on the 18th day of May, 2026 at 7:30 p.m. to consider the proposed Franchise Agreement between the Village of Perry and Spectrum Northeast, LLC; and

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized and directed to publish and post a notice of said public hearing as required; and

BE IT FURTHER RESOLVED, that all interested persons shall be given an opportunity to be heard at such time and place.

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the Village of Perry, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 herein.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of New York.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the “Service Area”) in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor’s written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days ‘written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall be capable of providing at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a semi-annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Village of Perry
Attn: Mayor Hauser
46 North Main Street
Perry NY, 14530

Grantee: Charter Communications
Attn: Director, Government Affairs
95 Methodist Hill Drive,
Rochester, NY 14623

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

15.8 Public Notice. Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

15.9 Grantee Notice. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

15.10 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.11 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.12 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.13 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.14 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC (“Effective Date”). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.15 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20_____.

Village of Perry, New York

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 20_____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____



RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH PERRY VETERAN'S CLUB

WHEREAS, the purpose of this MOU is to allow and support the Perry Veteran's Club with the Hometown Hero Banner program; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Memorandum of Understanding with the Perry Veteran's Club and authorizes the Mayor to execute the document.

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”), made and entered into as of the ____ day of _____, 20__, by and between the Village of Perry, with offices located at 46 North Main Street, Perry, New York 14530, (hereinafter referred to as the “Village”) and Perry Veteran’s Club located at 64 Lake Street, Perry, New York 14530.

WHEREAS, the Village and the Perry Veteran’s Club wish to enter into this MOU to allow Military Banners within the Village limits. The parties mutually agree the following:

1. A maximum of one hundred and fifty (150) banners can be hung within the Village of Perry limits, locations to be approved by the Superintendent of Public Works.
2. For calendar year 2026, the Village of Perry agrees to get permits, hang and remove one hundred (100) banners.
3. For calendar year 2027, the Village of Perry agrees to get permits, hang and remove seventy-five (75) banners.
4. For calendar year 2027, the Perry Veteran’s Club agrees to get permits, hang, and remove up to seventy-five (75) additional banners.
5. The purpose of this program is for the banners to be hung from Memorial Day until Veteran’s Day. Due to staff availability and unforeseen circumstances, the Village will make reasonable effort to hang the banners prior to Memorial Day and remove them after Veteran’s Day.
6. The Village of Perry agrees to assist the Perry Veteran’s Club throughout the year in unforeseen circumstances such as banners needing removal or replacements needing to be hung.
7. The design of the banners will be approved by both parties.

WHEREAS, the Village and the Perry Veteran’s Club find it in their interest to execute this MOU.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date first written above with an effective end date of December 31, 2027.

VILLAGE OF PERRY

PERRY VETERAN’S CLUB

Frederic Hauser, Mayor

Craig Woodworth, President



RESOLUTION DESIGNATING OF OFFICE DEPOSITORY AND AUTHORIZED SIGNERS

BE IT RESOLVED, Tompkins Community Bank be named the official depository for the General Fund, Water/Sewer Funds, Community Development, Silverlake Watershed Commission, Capital Monies, and Trust and Agency; and

BE IT RESOLVED, that the Village Mayor, Deputy Mayor, Village Administrator and Village Clerk are authorized signers on the accounts.

VILLAGE OF PERRY

RESOLUTION TO HOLD A PUBLIC HEARING AND MAKE 239-M REFERRAL ON A PROPOSED LOCAL LAW NO. 3 OF 2026 ENTITLED: “AMENDING CHAPTER 490 OF THE VILLAGE CODE OF THE VILLAGE OF PERRY TO ADD A TRAILSIDE CAMPING SPECIAL USE.”

Adopted: _____, 2026

WHEREAS, the Village Board of the Village of Perry met at a regular meeting at the Village Offices of the Village of Perry in the Village of Perry, New York on the ___ day of _____ 2026, commencing at 7:30 P.M., at which time and place the following members were:

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

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

WHEREAS, the Village Board is receipt of a proposed Local Law No. 3 of 2026 entitled, “Amending Chapter 490 Of the Village Code of the Village of Perry to Add a Trailside Camping Special Use” drafted by the Village Attorney based on proposals promulgated by the Planning Board and referred to the Village Board; and

WHEREAS, the purpose of this local law is to add a trailside camping special use, enabling the Village to promote its goal of developing recreational public assets along Silver Creek, and the economic based recreational development that follows from such assets; additionally, these regulations ensure that the trailside camping use will not negatively impact the existing scenic neighborhood qualities in and around the Silver Creek, and are undertaken by and for the benefit of local entrepreneurs and property owners; and

WHEREAS, pursuant to section 239- M of the General Municipal Law, said local law with all supporting documents shall be submitted to the Wyoming County Planning Board for its comments; and

WHEREAS, the Village Board of the Village of Perry finds it in the best interest of the Village of Perry to hold a public hearing to consider the adoption of said local law.

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

BE IT RESOLVED, that the Village Board of the Village of Perry will hold a public hearing on the 18th day of May, 2026 at 7:30 P.M. to consider a proposed Local Law No. 3 of 2026 entitled, “Amending Chapter 490 Of the Village Code of the Village of Perry to Add a Trailside Camping Special Use”; and be it further

RESOLVED, by the Village Board of the Village of Perry, that the Village Clerk is hereby directed to post the Notice of Public Hearing at Village Hall and on the Village Website, and to publish said Notice in the Village Newspaper no less than ten (10) days prior to the date of such public hearing as required by Section 7-706 of NYS Village Law; and be it further

RESOLVED, by the Village Board of the Village of Perry, that it shall refer this local law to the Wyoming County Planning Board as required by Section 239-M of General Municipal Law.

Ayes: ____

Nays: ____

Quorum Present: Yes No

Dated: _____

(SEAL)

Christina Slusser, Clerk
Village of Perry

VILLAGE OF PERRY
LOCAL LAW NO. C OF 2026

**“AMENDING CHAPTER 490 OF THE VILLAGE CODE OF THE VILLAGE OF PERRY
TO ADD A TRAILSIDE CAMPING SPECIAL USE”**

Be it enacted by the Village Board of the Village of Perry, as follows:

SECTION I. STATUTORY AUTHORITY; TITLE

This local law is adopted pursuant to the authority of Municipal Home Rule Law of the State of New York and shall be known as “Amending Chapter 490 Of the Village Code of the Village of Perry to Add a Trailside Camping Special Use.”

SECTION II. PURPOSE

The purpose of this local law is to add a trailside camping special use. Doing so enables the Village to promote its goal of developing recreational public assets along Silver Creek, and the economic based recreational development that follows from such assets. Additionally, these regulations ensure that the trailside camping use will not negatively impact the existing scenic neighborhood qualities in and around the Silver Creek, and are undertaken by and for the benefit of local entrepreneurs and property owners.

SECTION III. ENACTMENT

The Village Board of the Village of Perry hereby amends the Village Code of the Village of Perry as follows:

CHAPTER 490: ZONING

§490-82: SPECIAL USE PERMITS.

B. SPECIAL PERMIT USES.

ADD (25) Trailside Camping.

(a) Definitions. As used in this Subsection B(25), the following terms shall have the meaning indicated:

CAMPSITE: The area (with length and width designated) within a campground property designated for a single camping unit.

TRAILSIDE CAMP: Campsites within 500 feet of the centerline of the Silver Creek with PERMANENT, SEASONAL STRUCTURES for temporary use by guests.

PERMANENT SEASONALSTRUCTURE: A building or other

construction intended to be fixed on the land for the foreseeable future, requiring a building permit, and anchored to a permanent foundation. However such building or other construction is used only during specific times of the year, and may lack amenities for year-round occupancy. They may not have the same level of insulation, utilities, or infrastructure as permanent dwellings. Seasonal structures are intended for recreational use during specific seasons, and are intended for temporary dwelling only.

(b) Regulations.

- [1] A trailside camp is permitted through special use in the R1, R2, and R3 districts.
- [2] A portion of the parcel shall be located within 500 feet of the center of Silver Creek, and reside within the Village boundary. See Appendix A.
- [3] A trailside camp shall have a minimum parcel size of 3 acres.
- [4] No campers, RVs, trailers, motorhomes, or pull-behinds can utilize trailside camps in any capacity.
- [5] Trailside camps shall only provide permanent seasonal structures for guest.
- [6] Permanent, seasonal structures shall not exceed a maximum of 800 square feet of interior space, nor exceed a maximum of 18.0 feet in height.
- [7] The total number of trailside camp campsites within the village boundary shall not exceed 0.005% of the Village's population at the time of permitting.
- [8] The total number of campsites per trailside camp shall not exceed 6 campsites.
- [9] The total number of campsites per trailside camp shall not exceed 2 per acre.
- [10] The owner shall provide trees and landscaping, which in the opinion of the Planning Board, are sufficient to maintain a natural setting and screen campsites from view.
- [11] Trailside camp campsites shall be a minimum of 100 feet from all neighboring residential property lines, and a minimum of

50 feet from all other neighboring property lines

- [12] There shall be a limit of 6 occupants per trailside camp campsite. There shall be signage posted at each campsite regarding such occupation limit.
- [13] Trailside Campsites shall have quiet hours between 10:00 P.M. and 7:00 A.M. There shall be signage posted at each campsite regarding such quiet hours.
- [14] Recreational and visitor use of trailside camps shall be prohibited between November 1st and March 31st. Routine maintenance by the special use permit holder between such dates is permissible.
- [15] Trailside camps shall have space for a minimum of 1 personal vehicle per campsite; either in a shared parking area or adjacent to the campsite.
- [16] Site plans for the trailside camps shall be reviewed and approved by the Planning Board prior to the issuance of a special use permit.
- [17] An access point for an EMS vehicle shall be provided within a minimum of 50 feet of all campsites.
- [18] Trailside camps must have an emergency plan approved by the Fire Chief which shall include:
 - [a] A detailed map including the number of structures, exposures including distance to wooded areas and adjacent campsites and a listing of all utilities for each structure with emergency contact information.
 - [b] Location of nearest water source and secondary water source.
 - [c] Resources needed for a structure fire, gorge rescue, medical emergency, motor vehicle accident, etc.
 - [d] Two access points to the trailside camp or adequate turnaround space for emergency vehicles and equipment.
 - [e] A clear, accessible path from a village street to the trailside camp that is 20 feet in width for each access point.

[f] All campfires shall be contained within a designated fire ring and located at a minimum of 10 feet from a permanent seasonal structure. All campfires shall be extinguished by 12:00 A.M. and a fire extinguisher shall be provided for each trailside camp campsite.

[g] A site visit with the Fire Chief or designee will be required prior to approval of the emergency plan.

[19] Trailside camps shall have at minimum a central bathroom facility shared amongst the campsites and municipal drinking water source adequately sized for the occupant load. Alternatively, each site may have its own bathroom. Any such central or individual bathroom facility must be connected to the Village public sewer in accordance with the Village Code.

[20] A covered trash disposal dumpster or alternate storage and weekly removal of trash shall be provided for. No trash burning is allowed.

MODIFY ~~(25)~~ (26) Funeral homes and mortuaries. Funeral homes and mortuaries shall be permitted only in cases where any identified adverse effects are sufficiently mitigated in the judgment of the Planning Board. A complete site plan review must be completed by the Planning Board. In addition to all parking, signage, and site plan requirements of this chapter, all other applicable laws pertaining to these uses shall be observed.

CHAPTER 490: ZONING

ATTACHMENT 2: USE TABLE

ADD

COMMERCIAL HOSPITALITY	C-1	C-2	DDD	M-1	R-1	R-2	R-3	RC0Z	LD
Trailside Camp	-	-	-	-	SP	SP	SP	-	-

SECTION IV. SEVERABILITY/VALIDITY

If any part or provision of this local law, or the application thereof, to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this local law, or application thereof to other persons or circumstances, and the Village Board of the Village of Perry hereby declares that it would have passed this local law or the remainder thereof, had such invalid application or invalid provision been apparent.

SECTION V. REPEAL

All ordinances, local laws and parts thereof inconsistent with this local law are hereby repealed.

SECTION VI. EFFECTIVENESS

This local law shall take effect immediately upon filing in the office of the Secretary of State in accordance with §27 of the Municipal Home Rule Law of the State of New York.

VILLAGE OF PERRY

**RESOLUTION TO DECLARE ITS INTENT TO SEEK LEAD AGENCY STATUS
IN REGARD TO PROPOSED LOCAL LAW NO. 3 OF 2026**

Adopted: _____

WHEREAS, the Village Board of the Village of Perry met at a regular meeting at the Village Offices located at 46 North Main Street in the Village of Perry, New York on the ___ day of _____ 2026, commencing at 7:30 P.M., at which time and place the following members were:

Present:

Mayor _____
Trustee _____
Trustee _____
Trustee _____
Trustee _____

Absent:

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

WHEREAS, the Village Board is considering adopting a proposed Local Law No. 3 of 2026 entitled, "Amending Chapter 490 of the Village Code of the Village of Perry to Add a Trailside Camping Special Use"; and

WHEREAS, pursuant to and in accordance with the provision of Section 617.6 (Initial Review of Actions and Establishing Lead Agency) of the New York State Environmental Quality Review Regulations, (6 NYCRR Part 617) the Village Board of the Village of Perry has determined that the proposed Local Law is an Unlisted Action and shall conduct a Coordinated Review, seeking the input of other agencies; and

WHEREAS, the Village Board of the Village of Perry believes itself to be the most appropriate agency to act as lead agent in accordance with the State Environmental Quality Review Law, as the Village Board is the legislative body with the authority to approve the Local Law; and

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

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

WHEREAS, the Village Board of the Village of Perry now desires to declare its intent to

seek lead agency status in regard to the proposed Local Law No. 3 of 2026 entitled “Amending Chapter 490 of the Village Code of the Village of Perry to Add a Trailside Camping Special Use”; and

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

RESOLVED, that the Village Board of the Village of Perry hereby declares its intent to seek lead agency status for purposes of the State Environmental Quality Review Act in regard to the proposed Local Law No. 3 of 2026 entitled “Amending Chapter 490 of the Village Code of the Village of Perry to Add a Trailside Camping Special Use”; and be it further

RESOLVED, that the Village Board of the Village of Perry has completed Part 1 of a Full Environmental Assessment Form, and provide a copy of such form along with a notice of intent to declare the Village Board of the Village of Perry as lead agent under the State Environmental Quality Review Act, and that notices will be sent to the following agencies for a Coordinated Review in accordance with Section 617.6 of the New York State Environmental Quality Review Regulations:

1. New York State Department of Environmental Conservation
2. New York State Department of Transportation
3. Town of Perry
4. Town of Castile
5. Wyoming County Board of Supervisors
6. Wyoming County Planning Board.

Ayes: ____

Nays: ____

Quorum Present: Yes No

Dated: _____, 2026

[SEAL]

Christina Slusser, Village Clerk
Village of Perry



RESOLUTION AUTHORIZING OFFERING AFLAC VOLUNTARY BENEFITS TO EMPLOYEES

WHEREAS, the Village Administrator is recommending that the Village of Perry offer AFLAC voluntary supplemental insurance benefits to employees; and

WHEREAS, such benefits are optional and will be paid entirely by participating employees through payroll deduction, at no cost to the Village; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board authorizes the offering of AFLAC voluntary benefits to Village employees; and

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to take any actions necessary to implement this program.

VILLAGE OF PERRY

Clerk Report 5/4/2026

05/01/2026
15:49:13

Abstract # 023
Summary by Fund

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	182.07	73,990.66	74,172.73
CD	SPECIAL GRANT FUND		1,467.84	1,467.84
F	WATER FUND		4,970.79	4,970.79
G	SEWER FUND		11,216.35	11,216.35
HD	SILVER LAKE TRAIL CREEKSIDE PL		150.00	150.00
JA	SILVER LAKE WATERSHED COMMISSI		38.01	38.01
TA	TRUST & AGENCY		50.00	50.00
Total:		182.07	91,883.65	92,065.72

Vouchers #1964 - 2035 were audited by Trustee Bouchard.