



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, November 2, 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. Public Hearing at 7:30pm on the Expenditure of \$22,000.00 from the Fire Reserve Fund
 - b. Public Hearing at 7:30pm for Proposed Flood Damage Prevention Local Law
3. Presentations & Board Actions
 - a. Approval of Minutes – October 19, 2026
 - b. Resolution Declaring Village Vehicles as Surplus
 - c. Resolution Appointing Full-Time Automotive Repair Worker
 - d. Resolution Approving Insurance Renewal with Selective Insurance and Amending the Water and Sewer Fund Budgets
 - e. Resolution Authorizing Application for the 2026 Clean Water for Pro Housing Grant and Approval of MRB Group Proposal
 - f. Resolution of Support & Authorization for Grant Application for New York State Clean Water for Housing Grant Program
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session

VILLAGE OF PERRY

LOCAL LAW NO. 4 OF 2026:

“FLOOD DAMAGE PREVENTION LOCAL LAW”

A local law for Flood Damage Prevention as authorized by the New York State Constitution, Article IX, Section 2, and Environmental Conservation Law, Article 36

SECTION 1.0 STATUTORY AUTHORIZATION AND PURPOSE

1.1 FINDINGS

The Village of Perry finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of the Village of Perry and that such damages may include: destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this local law is adopted.

1.2 STATEMENT OF PURPOSE

It is the purpose of this local law to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) control filling, grading, dredging and other development which may increase erosion or flood damages;
- (5) regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands, and;
- (6) qualify and maintain for participation in the National Flood Insurance Program.

1.3 OBJECTIVES

The objectives of this local law are:

- (1) to protect human life and health;

- (2) to minimize expenditure of public money for costly flood control projects;
- (3) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) to minimize prolonged business interruptions;
- (5) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, sewer lines, streets and bridges located in areas of special flood hazard;
- (6) to help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- (7) to provide that developers are notified that property is in an area of special flood hazard; and,
- (8) to ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

1.4 REPEAL

As the regulations in this local law contain the most current flood regulations necessary to affect the above-stated objectives, Local Law No. 1 of 1987 of the Village of Perry is hereby repealed. All other ordinances, local laws and parts thereof inconsistent with this local law are hereby repealed.

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SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this local law shall be interpreted so as to give them the meaning they have in common usage and to give this local law its most reasonable application.

“Accessory Structure” is a structure used solely for parking (two-car detached garages or smaller) or limited storage, represent a minimal investment of not more than 10 percent of the value of the primary structure, and may not be used for human habitation.

"Appeal" means a request for a review of the Local Administrator's interpretation of any provision of this Local Law or a request for a variance.

"Area of shallow flooding" means a designated AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average annual depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, AR, A99. It is also commonly referred to as the base floodplain or 100-year floodplain. For purposes of this Local Law, the term “special flood hazard area (SFHA)” is synonymous in meaning with the phrase “area of special flood hazard.”

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see "Structure"

"Cellar" has the same meaning as "Basement".

"Crawl Space" means an enclosed area beneath the lowest elevated floor, eighteen inches or more in height, which is used to service the underside of the lowest elevated floor. The elevation of the floor of this enclosed area, which may be of soil, gravel, concrete or other material, must be equal to or above the lowest adjacent exterior grade. The enclosed crawl space area shall be properly vented to allow for the equalization of hydrostatic forces which would be experienced during periods of flooding.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

"Elevated building" means a non-basement building (i) built, in the case of a building in Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings

sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-V30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

"Federal Emergency Management Agency" means the Federal agency that administers the National Flood Insurance Program.

"Flood" or **"Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters;
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in (1) above.

"Flood Boundary and Floodway Map (FBFM)" means an official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study. The FBFM delineates a Regulatory Floodway along water courses studied in detail in the Flood Insurance Study.

"Flood Elevation Study" means an examination, evaluation and determination of the flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

"Flood Insurance Study" see "flood elevation study".

"Floodplain" or **"Flood-prone area"** means any land area susceptible to being inundated by water from any source (see definition of "Flooding").

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" - has the same meaning as "Regulatory Floodway".

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and

unloading of cargo or passengers, shipbuilding, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

"Historic structure" means any structure that is:

- (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (i) by an approved state program as determined by the Secretary of the Interior or
 - (ii) directly by the Secretary of the Interior in states without approved programs.

"Local Administrator" is the person appointed by the community to administer and implement this local law by granting or denying development permits in accordance with its provisions. This person is often the Building Inspector, Code Enforcement Officer, or employee of an engineering department.

"Lowest floor" means lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Local Law.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a "Recreational vehicle"

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum of 1988 (NAVD 88), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"Mobile home" - has the same meaning as "Manufactured home".

"New construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the community and includes any subsequent improvements to such structure.

"New York State Special Flood Hazard Area (NYS SFHA)" is the greater of the following two areas:

1. The area within a floodplain subject to a 0.2-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.

Note: Locations defined as "AREA WITH REDUCED FLOOD RISK DUE TO LEVEE ZONE X" are excluded from the NYS SFHA.

"One hundred year flood" or **"100-year flood"** has the same meaning as "Base Flood".

"Principally above ground" means that at least 51 percent of the actual cash value of the structure, excluding land value, is above ground.

"Recreational vehicle" means a vehicle which is:

- (1) built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) designed to be self-propelled or permanently towable by a light duty truck; and
- (4) not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in Section 4.4-2 of this Law.

"Required Flood Elevation (RFE)" The elevation requirement for the lowest floor of all new or substantial improvements within flood hazard areas in New York State. At a minimum, the RFE shall be the higher of the following:

- (1) The base flood elevation at the depth of peak elevation of flooding, including wave height, that has a 1-percent or greater chance of being equaled or exceeded in any given year
 - a. plus 2 feet of freeboard, and
 - b. plus a sea level rise of 18 inches in flood hazard areas adjacent to tidal areas.
- (2) The elevation of the design flood associated with the area designated on a flood hazard map adopted by the community.

"Start of construction" means the date of permit issuance for new construction and substantial improvements to existing structures, provided that actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading, or filling), or the installation of streets or walkways, or excavation for a basement, footings, piers or foundations, or the erection of temporary forms, or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. The term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not include:

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official, and which are the minimum necessary to assure safe living conditions.

“Tidal Areas”: According to NYCRR Title 6 Part 490, New York State tidal areas are defined to include the marine coasts of Nassau, Suffolk, and Westchester counties and the five boroughs of New York City, and the main stem of the Hudson River, north from New York City to the federal dam at Troy.

"Variance" means a grant of relief from the requirements of this local law which permits construction or use in a manner that would otherwise be prohibited by this local law.

“Violation” means the failure of a structure or other development to be fully compliant with the community’s flood plain management regulations.

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SECTION 3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS LOCAL LAW APPLIES

This local law shall apply to all areas of special flood hazard within the jurisdiction of the Village of Perry.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard for the Village of Perry, Community Number **361025** are identified and defined on the following documents prepared by the Federal Emergency Management Agency.

- (1) Flood Insurance Rate Map panels:

36121C0207E, 36121C0209E, 36121C0226E, 36121C0228E

whose effective date is January 8, 2027 and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.

- (2) A scientific and engineering report entitled "Flood Insurance Study, Wyoming County, New York, All Jurisdictions" dated January 8, 2027.

The above documents are hereby adopted and declared to be a part of this Local Law. The Flood Insurance Study and/or maps are on file at: 46 North Main Street, Perry, New York 14530.

3.3 INTERPRETATION AND CONFLICT WITH OTHER LAWS

This Local Law includes all revisions to the National Flood Insurance Program through October 27, 1997 and shall supersede all previous laws adopted for the purpose of flood damage prevention.

In their interpretation and application, the provisions of this local law shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this local law are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

3.4 SEVERABILITY

The invalidity of any section or provision of this local law shall not invalidate any other section or provision thereof.

3.5 PENALTIES FOR NON-COMPLIANCE

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this local law and any other applicable regulations. Any infraction of the provisions of this local law by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this local law or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more

than \$250 or imprisoned for not more than 15 days or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the Village of Perry from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this local law for which the developer and/or owner has not applied for and received an approved variance under Section 6.0 will be declared non-compliant and notification sent to the Federal Emergency Management Agency.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this local law is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This local law does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This local law shall not create liability on the part of the Village of Perry, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this local law or any administrative decision lawfully made there under.

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SECTION 4.0 ADMINISTRATION

4.1 DESIGNATION OF THE LOCAL ADMINISTRATOR

The Wyoming County Code Enforcement Office is hereby appointed Local Administrator to administer and implement this local law by granting or denying floodplain development permits in accordance with its provisions.

4.2 THE FLOODPLAIN DEVELOPMENT PERMIT

4.2-1 PURPOSE

A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and ensuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in Section 3.2, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the Local Administrator and may include, but not be limited to: plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

4.2-2 FEES

All applications for a floodplain development permit shall be accompanied by an application fee of **\$25.00**. In addition, the applicant shall be responsible for reimbursing the Village of Perry for any additional costs necessary for review, inspection and approval of this project. The Local Administrator may require a deposit of no more than \$500.00 to cover these additional costs.

4.3 APPLICATION FOR A PERMIT

The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.

- (1) The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved residential structure to be located in the NYS SFHA. Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
- (2) The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved non-residential structure to be located in the NYS SFHA. Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
- (3) The proposed elevation, in relation to mean sea level, to which any new or substantially improved non-residential structure will be floodproofed. Upon completion of the floodproofed portion of the

structure, the permittee shall submit to the Local Administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.

- (4) A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in Section 5.2-3, UTILITIES.
- (5) A certificate from a licensed professional engineer or architect that any non-residential floodproofed structure will meet the floodproofing criteria in Section 5.4, NON-RESIDENTIAL STRUCTURES.
- (6) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in Section 3.2, when notified by the Local Administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.
- (7) A technical analysis, by a licensed professional engineer, if required by the Local Administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.
- (8) In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or 5 acres.

4.4 DUTIES AND RESPONSIBILITIES OF THE LOCAL ADMINISTRATOR

Duties of the Local Administrator shall include, but not be limited to the following.

4.4-1 PERMIT APPLICATION REVIEW

The Local Administrator shall conduct the following permit application review before issuing a floodplain development permit:

- (1) Review all applications for completeness, particularly with the requirements of subsection 4.3, APPLICATION FOR A PERMIT, and for compliance with the provisions and standards of this law.
- (2) Review subdivision and other proposed new development, including manufactured home parks, to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Section 5.0, CONSTRUCTION STANDARDS and, in particular, sub-section 5.1-1 SUBDIVISION PROPOSALS.
- (3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood

velocities). The Local Administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination.

If the proposed development may result in physical damage to any other property or fails to meet the requirements of Section 5.0, CONSTRUCTION STANDARDS, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and re-submit the application.

- (4) Determine that all necessary permits have been received from those governmental agencies from which approval is required by State or Federal law.

4.4-2 USE OF OTHER FLOOD DATA

- (1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A on the FIRM) nor identified a floodway, the Local Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, including data developed pursuant to paragraph 4.3(7), as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this law.
- (2) When base flood elevation data are not available, the Local Administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this law.
- (3) When an area of special flood hazard, base flood elevation, and/or floodway data are available from a Federal, State or other authoritative source, but differ from the data in the documents enumerated in Section 3.2, the Local Administrator may reasonably utilize the other flood information to enforce more restrictive development standards.

4.4-3 ALTERATION OF WATERCOURSES

- (1) Notification to adjacent municipalities that may be affected and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse and submit evidence of such notification to the Regional Administrator, Region II, Federal Emergency Management Agency.
- (2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

4.4-4 CONSTRUCTION STAGE

- (1) Within the NYS SFHA, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by the same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A

certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).

- (2) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The Local Administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop work order for the project unless immediately corrected.

4.4-5 INSPECTIONS

The Local Administrator and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.

4.4-6 STOP WORK ORDERS

- (1) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found ongoing without a development permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 3.5 of this local law.
- (2) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found non-compliant with the provisions of this law and/or the conditions of the development permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 3.5 of this local law.

4.4-7 CERTIFICATE OF COMPLIANCE

- (1) In areas of special flood hazard, as determined by documents enumerated in Section 3.2, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the Local Administrator stating that the building or land conforms to the requirements of this local law.
- (2) A certificate of compliance shall be issued by the Local Administrator upon satisfactory completion of all development in areas of special flood hazard.
- (3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in Section 4.4-5, INSPECTIONS, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

4.4-8 INFORMATION TO BE RETAINED

The Local Administrator shall retain and make available for inspection, copies of the following:

- (1) Floodplain development permits and certificates of compliance;

- (2) Certifications of as-built lowest floor elevations of structures, required pursuant to sub-sections 4.4-4(1) and 4.4-4(2), and whether or not the structures contain a basement;
- (3) Floodproofing certificates required pursuant to sub-section 4.4-4(1), and whether or not the structures contain a basement;
- (4) Variances issued pursuant to Section 6.0, VARIANCE PROCEDURES; and,
- (5) Notices required under sub-section 4.4-3, ALTERATION OF WATERCOURSES.

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SECTION 5.0 CONSTRUCTION STANDARDS

5.1 GENERAL STANDARDS

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

5.1-1 SUBDIVISION PROPOSALS

The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):

- (1) Proposals shall be consistent with the need to minimize flood damage;
- (2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and,
- (3) Adequate drainage shall be provided to reduce exposure to flood damage.

5.1-2 ENCROACHMENTS

- (1) Within Zones A1-A30, AE, and AH on streams without a regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:
 - (i) the applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any location, or,
 - (ii) the Village of Perry agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the Village of Perry for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Village of Perry for all costs related to the final map revision.
- (2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in Section 3.2, no new construction, substantial improvements or other development in the floodway (including fill) shall be permitted unless:
 - (i) a technical evaluation by a licensed professional engineer demonstrates through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that such an encroachment shall not result in any increase in flood levels during occurrence of the base flood, or,
 - (ii) the Village of Perry agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received

and the applicant provides all necessary data, analyses and mapping and reimburses the Village of Perry for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Village of Perry for all costs related to the final map revisions.

5.2 STANDARDS FOR ALL STRUCTURES

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

5.2-1 ANCHORING

New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

5.2-2 CONSTRUCTION MATERIALS AND METHODS

- (1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.
- (2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.
- (3) For enclosed areas below the lowest floor of a structure within the NYS SFHA new and substantially improved structures shall have fully enclosed areas below the lowest floor that are useable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:
 - (i) a minimum of two openings of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (ii) the bottom of all such openings no higher than one foot above the lowest adjacent finished grade and;
 - (iii) openings not less than three inches in any direction.

Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Enclosed areas sub-grade on all sides are considered basements and are not permitted.

5.2-3 UTILITIES

- (1) New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located above the Required Flood Elevation (RFE), or be designed to prevent water from entering and accumulating within the

components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall be elevated or designed to prevent water from entering and accumulating within the components unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations;

- (2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall; and,
- (3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

5.2-4 STORAGE TANKS

- (1) Underground tanks shall be anchored to prevent flotation, collapse and lateral movement during conditions of the base flood.
- (2) Above-ground tanks shall be:
 - a. anchored to prevent floatation, collapse or lateral movement during conditions of the base flood, and;
 - b. installed at or above the Required Flood Elevation (RFE).

5.3 RESIDENTIAL STRUCTURES

5.3-1 ELEVATION

The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in sub-sections 5.1-1, SUBDIVISION PROPOSALS, and 5.1-2, ENCROACHMENTS, and Section 5.2, STANDARDS FOR ALL STRUCTURES.

- (1) Within Special Flood Hazard Areas, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above the Required Flood Elevation (RFE).
- (2) Within Zone A, if the Base flood elevation is not specified, a base flood elevation shall be determined by either of the following:
 - a. Obtain and reasonably use data available from a federal, state or other source or:

- b. Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practices. Determinations shall be undertaken by a registered design professional who shall be documented that the technical methods used reflect currently accepted engineering practice. Studies, analyses, and computations shall be submitted in sufficient detail to allow thorough review and approval.
- (3) Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in Section 3.2 plus one foot of freeboard, or not less than 3 feet if a depth number is not specified.
- (4) Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.

5.4 NON-RESIDENTIAL STRUCTURES

The following standards apply to new and substantially improved commercial, industrial and other non-residential structures located in areas of special flood hazard, in addition to the requirements in sub-sections 5.1-1, SUBDIVISION PROPOSALS, and 5.1-2, ENCROACHMENTS, and Section 5.2, STANDARDS FOR ALL STRUCTURES.

- (1) Within the NYS SFHA, new construction and substantial improvements of any non-residential structure shall either:
 - (i) have the lowest floor, including basement or cellar, elevated to or above the Required Flood Elevation (RFE); or
 - (ii) be floodproofed so that the structure is watertight below the Required Flood Elevation (RFE), including attendant utility and sanitary facilities, with walls substantially impermeable to the passage of water. All structural components located below the Required Flood Elevation (RFE) must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
- (2) Within Zone AO, new construction and substantial improvements of non-residential structures shall:
 - (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM plus one foot (at least three feet if no depth number is specified), or
 - (ii) together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in sub-section 5.4(1)(ii)
- (3) If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A Floodproofing Certificate or other certification shall be provided to the Local Administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of Section 5.4(1)(ii), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.

- (4) Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.
- (5) Within Zone A, if the base flood elevation is not specified, a base flood elevation shall be determined by either of the following:
 - a. Obtain and reasonably use data available from a federal, state or other source or:
 - b. Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practices. Determinations shall be undertaken by a registered design professional who shall be documented that the technical methods used reflect currently accepted engineering practice. Studies, analyses, and computations shall be submitted in sufficient detail to allow thorough review and approval.

5.5 MANUFACTURED HOMES AND RECREATIONAL VEHICLES

The following standards in addition to the standards in Section 5.1, GENERAL STANDARDS, and Section 5.2, STANDARDS FOR ALL STRUCTURES apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.

- (1) Recreational vehicles placed on sites within Zones A1-A30, AE and AH shall either:
 - (i) be on site fewer than 180 consecutive days,
 - (ii) be fully licensed and ready for highway use, or
 - (iii) meet the requirements for manufactured homes in paragraphs 5.5(2), (3) and (4).

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- (2) A manufactured home that is placed or substantially improved in the NYS SFHA shall be elevated on a permanent foundation such that the bottom of the frame of the manufactured home chassis is elevated to or above the Required Flood Elevation (RFE) and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (3) Within Zone AO, the bottom of the frame of the manufactured home chassis shall be elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map enumerated in Section 3.2 plus one foot (at least three feet if no depth number is specified).
- (4) The foundation and anchorage of manufactured homes to be located in identified floodways shall be designed and constructed in accordance with Section 5.2-1, ANCHORING.

5.6 ACCESSORY STRUCTURES INCLUDING DETACHED GARAGES

The following standards apply to new and substantially improved accessory structures, including detached garages, in the NYS SFHA.

- (1) The accessory structure must meet the definition of structure, for floodplain management purposes, provided in 44 CFR § 59.1, where walled and roofed shall be interpreted as having two outside rigid walls and a fully secured roof.
- (2) The accessory structure should be small, as defined by the community and approved by FEMA, and represent a minimal investment. Accessory structures of any size may be considered for a variance; however, FEMA considers accessory structures that meet the following criteria to be small and therefore not necessarily in need of a variance, if the community chooses to allow it:
 - a. Located in an area of special flood hazard area and less than or equal to the size of a one-story, two-car garage.
- (3) Accessory structures must meet the standards of Section 5.2-1, ANCHORING,
- (4) The portions of the accessory structure located below RFE must be constructed with flood-resistant materials.
- (5) Mechanical and utility equipment for the accessory structure must be elevated or dry floodproofed to or above RFE.
- (6) Within Zone AO if no depth number is specified, areas below three feet above the highest adjacent grade shall be constructed using methods and practices that minimize flood damage.
- (7) The accessory structure must comply with the floodway encroachment provisions of the NFIP.
- (8) The accessory structure must be wet floodproofed to protect the structure from hydrostatic pressure. The design must meet the NFIP design and performance standards for openings per 44 CFR § 60.3(c)(5) and must allow for the automatic entry and exit of floodwaters without manual operation or the presence of a person (or persons).

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SECTION 6.0 VARIANCE PROCEDURE

6.1 APPEALS BOARD

- (1) The Zoning Board of Appeals as established by the Village of Perry shall hear and decide appeals and requests for variances from the requirements of this local law.
- (2) The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Local Administrator in the enforcement or administration of this local law.
- (3) Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.
- (4) In passing upon such applications, the Zoning Board of Appeals, shall consider all technical evaluations, all relevant factors, standards specified in other sections of this local law and:
 - (i) the danger that materials may be swept onto other lands to the injury of others;
 - (ii) the danger to life and property due to flooding or erosion damage;
 - (iii) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (iv) the importance of the services provided by the proposed facility to the community;
 - (v) the necessity to the facility of a waterfront location, where applicable;
 - (vi) the availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (vii) the compatibility of the proposed use with existing and anticipated development;
 - (viii) the relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
 - (ix) the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (x) the costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding;
 - (xi) the expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - (xii) the costs of providing governmental services during and after flood conditions, including search and rescue operations, maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.

- (5) Upon consideration of the factors of Section 6.l(4) and the purposes of this local law, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this local law.
- (6) The Local Administrator shall maintain the records of all appeal actions including technical information and report any variances to the Federal Emergency Management Agency upon request.

6.2 CONDITIONS FOR VARIANCES

- (1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (i-xii) in Section 6.l(4) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (2) Variances may be issued for the repair or rehabilitation of historic structures upon determination that:
 - (i) the proposed repair or rehabilitation will not preclude the structure's continued designation as a "Historic structure"; and
 - (ii) the variance is the minimum necessary to preserve the historic character and design of the structure.
- (3) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - (i) the criteria of subparagraphs 1, 4, 5, and 6 of this Section are met; and
 - (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.
- (4) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (5) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (6) Variances shall only be issued upon receiving written justification of:
 - (i) a showing of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

- (7) Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:
- (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
 - (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions as required in Section 4.4-8 of this Local Law.

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Be it enacted this _____ day of _____, 2026 by the Village Board of the Village of Perry, Wyoming County, New York, to be effective January 8, 2027.

Frederic Hauser, Mayor

Board Member

Board Member

Board Member

Board Member

Board Member

SEAL

ATTEST: _____
Christina Slusser, Village Clerk

Attachment A
MODEL FLOODPLAIN DEVELOPMENT
APPLICATION FORM

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

This form is to be filled out in duplicate.

SECTION 1: GENERAL PROVISIONS (APPLICANT to read and sign):

1. No work may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit is invalid if no work is commenced within six months of issuance, and expires 2 years from date of issuance.
6. Applicant is hereby informed that other permits may be required to fulfill local, state and federal regulatory requirements.
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance.
8. I, THE APPLICANT, CERTIFY THAT ALL STATEMENTS HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.

(APPLICANT'S SIGNATURE) _____ DATE _____

SECTION 2: PROPOSED DEVELOPMENT (To be completed by APPLICANT)

NAME	ADDRESS	TELEPHONE
APPLICANT	_____	_____
BUILDER	_____	_____
ENGI- NEER	_____	_____

PROJECT LOCATION:

To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide the street address, lot number or legal description (attach) and, outside urban areas, the distance to the nearest intersecting road or well-known landmark. A map attached to this application, and a sketch showing the project layout would be helpful.

APPLICATION # _____

PAGE 2 of 4

DESCRIPTION OF WORK (Check all applicable boxes):

A. STRUCTURAL DEVELOPMENT

<u>ACTIVITY</u>	<u>STRUCTURE TYPE</u>
☐ New Structure	☐ Residential (1-4 Family)
☐ Addition	☐ Residential (More than 4 Family)
☐ Alteration	☐ Non-residential (Floodproofing? ☐ Yes ☐ No)
☐ Relocation	☐ Combined Use (Residential & Commercial)
☐ Demolition	☐ Manufactured (Mobile) Home
☐ Replacement	(In Manufactured Home Park? ☐ Yes ☐ No)

ESTIMATED COST OF PROJECT \$ _____

B. OTHER DEVELOPMENT ACTIVITIES:

☐ Fill ☐ Mining ☐ Drilling ☐ Grading
☐ Excavation (Except for Structural Development Checked Above)
☐ Watercourse Alteration (Including Dredging and Channel Modifications)
☐ Drainage Improvements (Including Culvert Work), Stormwater Control Structures or Ponds
☐ Road, Street or Bridge Construction
☐ Subdivision (New or Expansion)
☐ Individual Water or Sewer System
☐ Other (Please Specify) _____

After completing SECTION 2, APPLICANT should submit form to Local Administrator for review.

SECTION 3: FLOODPLAIN DETERMINATION (To be completed by LOCAL ADMINISTRATOR)

The proposed development is located on FIRM Panel No. _____, Dated _____.

The Proposed Development:

- ☐ The proposed development is reasonably safe from flooding. Entire property is in Zone B, C or X.
- ☐ The proposed development is adjacent to a flood prone area.
100-Year flood elevation at the site is:
_____ Ft. ☐ NGVD 1929/ ☐ NAVD 1988 (MSL)
☐ Unavailable
- ☐ See Section 4 for additional instructions for development that is or may be in a flood prone area.

SIGNED _____ DATE _____

SECTION 4: ADDITIONAL INFORMATION REQUIRED (To be completed by LOCAL ADMINISTRATOR)

The applicant must submit the documents checked below before the application can be processed:

- ☐ A site plan showing the location of all existing structures, water bodies, adjacent roads, lot dimensions, and proposed development.
- ☐ Development plans and specifications, drawn to scale, including where applicable: details for anchoring structures, proposed elevation of lowest floor (including basement), types of water resistant materials used below the first floor, details of floodproofing of utilities located below the first floor, details of enclosures below the first floor, and openings in foundation for entry and exit of floodwaters.
- Other _____

- ☐ Elevation Certificate
- ☐ Subdivision or other development plans (If the subdivision or other development exceeds 50 lots or 5 acres, which-ever is the lesser, the applicant must provide 100-year flood elevations if they are not otherwise available).
- ☐ Plans showing the watercourse location, proposed relocations, and floodway location.
- ☐ Topographic information showing existing and proposed grades, location of all proposed fill.
- ☐ Top of new fill elevation _____ Ft. ☐ NGVD 1929/ ☐ NAVD 1988 (MSL)
- ☐ PE Certification of Soil Compaction
- ☐ Floodproofing protection level (non-residential only) _____ ☐ NGVD 1929/ ☐ NAVD 1988 (MSL)
For floodproofed structures, applicant must attach certification from registered engineer or architect.
- ☐ Other: _____

SECTION 5: PERMIT DETERMINATION (To be completed by LOCAL ADMINISTRATOR)

I have determined that the proposed activity: A. ☐ Is
 B. ☐ Is not

in conformance with provisions of Local Law # _____, (yr) _____. This permit is hereby issued subject to the conditions attached to and made part of this permit.

SIGNED _____, DATE _____

If BOX A is checked, the Local Administrator may issue a Development Permit upon payment of designated fee.

If BOX B is checked, the Local Administrator will provide a written summary of deficiencies. Applicant may revise and resubmit an application to the Local Administrator or may request a hearing from the Board of Appeals.

Expiration Date: _____

APPEALS: Appealed to Board of Appeals? ☐ Yes ☐ No

Hearing date: _____

Appeals Board Decision --- Approved? ☐ Yes ☐ No

Conditions: _____

SECTION 6: AS-BUILT ELEVATIONS (To be submitted by **APPLICANT** before Certificate of Compliance is issued)

The following information must be provided for project structures. This section must be completed by a registered professional engineer or a licensed land surveyor (or attach a certification to this application). Complete 1 or 2 below.

1. Actual (As-Built) Elevation of the top of the lowest floor, including basement (in Coastal High Hazard Areas, bottom of lowest structural member of the lowest floor, excluding piling and columns) is: _____ FT.

☐ NGVD 1929/ ☐ NAVD 1988 (MSL).**Attach Elevation Certificate FEMA Form 81-31**

2. Actual (As-Built) Elevation of floodproofing protection is _____ FT. ☐ NGVD 1929/ ☐ NAVD 1988 (MSL).

Attach Floodproofing Certificate FEMA Form 81-65

NOTE: Any work performed prior to submittal of the above information is at the risk of the Applicant.

SECTION 7: COMPLIANCE ACTION (To be completed by **LOCAL ADMINISTRATOR**)

The **LOCAL ADMINISTRATOR** will complete this section as applicable based on inspection of the project to ensure compliance with the community's local law for flood damage prevention.

INSPECTIONS: DATE _____ BY _____ DEFICIENCIES? ☐ YES ☐ NODATE _____ BY _____ DEFICIENCIES? ☐ YES ☐ NODATE _____ BY _____ DEFICIENCIES? ☐ YES ☐ NO**SECTION 8: CERTIFICATE OF COMPLIANCE** (to be completed by **LOCAL ADMINISTRATOR**)

Certificate of Compliance issued: DATE: _____

BY: _____

Attachment B

**SAMPLE
CERTIFICATE OF COMPLIANCE**

for Development in a Special Flood Hazard Area

**CERTIFICATE OF COMPLIANCE
FOR DEVELOPMENT IN A SPECIAL FLOOD HAZARD AREA**

(Owner Must Retain This Certificate)

Premises located at: _____

Owner: _____

Owner's Address: _____

Permit No. _____ Permit Date: _____

Check One:

- ☐ New Building
- ☐ Existing Building
- ☐ Fill
- ☐ Other:

The Local Floodplain Administrator is to complete a. or b. below:

a. Compliance is hereby certified with the requirements of Local Law No.____, (yr) ____.

Signed:_____ Dated: _____

b. Compliance is hereby certified with the requirements of Local Law No.____, (yr) ____, as modified by variance no. ____, dated _____.

Signed:_____ Dated: _____

*New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety 625 Broadway, 4th Floor, Albany, NY 12233-3504 (518)402-8185
Floodplain Management Coordinators*

Central Office Floodplain Management Coordinators: Main Number, 518-402-8185, Email: floodplain@dec.ny.gov

Kelli Higgins-Roche, PE, CFM: kelli.higgins-roche@dec.ny.gov	518-408-0340	NYS NFIP Coordinator	kelli.higgins-roche@dec.ny.gov
Brad Wenskoski, CFM: brad.wenskoski@dec.ny.gov	Lead for Regions 5 - 6	518-402-8280	Environmental Program Spec. 2 brad.wenskoski@dec.ny.gov
Bailey Sawyer, CFM: bailey.sawyer@dec.ny.gov	Lead for Regions 1 – 3	518-402-9148	Environmental Program Spec. 1 bailey.sawyer@dec.ny.gov
Victoria Agens, CFM: ria.agens@dec.ny.gov	Lead for Region 4	518-402-8135	Environmental Program Spec. 1 victoria.agens@dec.ny.gov
Forrest Gifford: rest.gifford@dec.ny.gov	Engineer in Training	518-402-7350	Assistant Environmental Engineer forrest.gifford@dec.ny.gov

Western NY Flood Hub Floodplain Management Coordinators, Assisting with Regions 6-9

Karis Manning, PE: karis.manning@dec.ny.gov	585-226-5445	Chief, Western Flood Hub	karis.manning@dec.ny.gov
Brienna Wirley, CFM: brienna.wirley@dec.ny.gov	Lead for Regions 7 – 9	585-226-5465	Environmental Program Spec. 2 brienna.wirley@dec.ny.gov
Devin Prine: devin.prine@dec.ny.gov	Floodplain Coordinator	585-226-5434	Environmental Program Spec. 1 devin.prine@dec.ny.gov

Regional Floodplain Management Coordinators

Region	Counties	Regional Office Address	Floodplain Management Coordinator
1	Nassau & Suffolk	NYS DEC Region 1 SUNY @ Stony Brook 50 Circle Road Stony Brook, NY 11790	Eric Star (631) 444-0423 Ryan Porciello (631) 444-0425 eric.star@dec.ny.gov ryan.porciello@dec.ny.gov
2	Bronx, Kings, New York, Queens & Richmond	NYS DEC Region 2 1 Hunters Point Plaza 4740 21st Street Long Island City, NY 11101	Jean Occidental (718) 482-4935 jean.occidental@dec.ny.gov
3 South	Westchester, Rockland	NYS DEC Region 3 220 White Plains Road., Suite 110 Tarrytown, NY 10591	Berhanu Gonfa, PE (914) 803-8143 berhanu.gonfa@dec.ny.gov
3 North	Dutchess, Orange, Putnam, Sullivan, & Ulster	NYS DEC Region 3 21 S. Putt Corners Rd. New Paltz, NY 12561	Jacob Addeo (845) 256-3019 jacob.addeo@dec.ny.gov
4	Albany, Columbia, Delaware, Greene, Montgomery, Otsego, Rensselaer, Schenectady & Schoharie	NYS DEC Region 4 1130 North Westcott Road, Schenectady, NY 12306	David Sherman (518) 357-2379 david.sherman@dec.ny.gov
5 South	Fulton, Hamilton, Saratoga, Warren & Washington	NYS DEC Region 5 232 Hudson St. Warrensburg, NY 12885	Danielle Grega (518) 623-1215 danielle.baldwin@dec.ny.gov
5 North	Clinton, Franklin, & Essex	NYS DEC Region 5 232 Hudson St. Warrensburg, NY 12885	Madisen Hetman (518) 897-1263 William Bastian (484) 868-5000 madisen.hetman@dec.ny.gov william.bastian@dec.ny.gov
6 South	Herkimer and Oneida	NYS DEC Region 6 207 Genesee Street Utica, NY 13501	Gavin Denison (315) 793-6378 gavin.denison@dec.ny.gov
6 North	Lewis, Jefferson, St. Lawrence	NYS DEC Region 6 190 Outer Main Street Suite 103 Potsdam, NY 13676	Gavin Denison (315) 793-6378 gavin.denison@dec.ny.gov

7 South	Broome and Tioga: Ben lead Chenango, Tompkins, and Cortland: Dan lead	NYS DEC, Region 7 1679 NY Route 11 Kirkwood, NY 13795	Ben Girtain Plowe, PE Dan Fuller, PE (607) 775-2545 benjamin.girtainplowe@dec.ny.gov daniel.fuller@dec.ny.gov
7 North	Cayuga, Madison, Onondaga & Oswego	NYS DEC, Region 7 5786 Widewaters Parkway Syracuse, NY 13214	Contact: Brienna Wirley, CFM (Flood Hub)
8 South	Chemung, Schuyler, Southern Seneca, & Steuben	NYS DEC, Region 8 100 N. Main St., Suite 104 Elmira, NY 14901	Brad Chaffee (607) 732-2214 bradly.chaffee@dec.ny.gov
8 North	Genesee, Livingston, Monroe, Ontario, Orleans, Northern Seneca, Wayne & Yates	NYS DEC, Region 8 6274 E. Avon-Lima Rd. Avon, NY 14414	Contact: Brienna Wirley, CFM (Flood Hub)
9	Allegany, Cattaraugus, Chautauqua, Erie, Niagara & Wyoming	NYS DEC, Region 9 700 Delaware Avenue Buffalo, NY 14209	Taylor West (716) 851-2660 Erin Kane (716) 851-7169 taylor.west@dec.ny.gov erin.kane@dec.ny.gov

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
OCTOBER 19, 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 19th day of October 2026.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Joel Bouchard	Trustee
	Richard Muolo	Trustee
	Sandy Lawrence	Trustee
ALSO PRESENT:	Samantha Marcy	Administrator
	Christina Slusser	Village Clerk
GUESTS:	Jeff Boorsma	MRB Group

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

PUBLIC COMMENT

No comments.

JEFF BOORSMA, MRB GROUP – WATER TREATMENT PLANT PROJECT UPDATE

Jeff Boorsma of MRB Group reported that the Water Treatment Plant project application was resubmitted to the DEC with the additional information that was requested. Since 2018, projects involving any work on the intake line require a water intake application. This prompted the DEC to question whether the Village needs a water withdrawal permit for 2 million gallons per day.

Historical records indicate that Perry has been drawing water since before 1900, and it was believed that the village has an allocation of 2 million gallons, although actual withdrawals have been below that amount. Records indicate that the Water Treatment Plant has been in operation since 1895 and is believed to be grandfathered in, as no water supply application number was located. The DEC requested a yield analysis report on water going in and out of the watershed, specifically under dry-weather conditions. Hopefully the available data that dates back to 1961 will suffice.

The Village does not wish to reduce the allocation of 2 million gallons per day based on historical documentation and because the project plans were designed around an allowed draw of 2 million GPD to have the ability to expand water districts in the future.

Currently the Army Corps of Engineers has granted permission to proceed with the project under a general permit. The Village is awaiting final approval from the DEC and Department of

Health, although as of last week, the DOH appeared ready to sign off and finalize their decision. Jeff Boorsma will reach out to the DEC with support in maintaining the 2 million GPD allocation with hopes that the project is not further held up and will not require attorney involvement.

MINUTES

Trustee Lapiana made a motion to approve the minutes for September 21, 2026 which was seconded by Trustee Bouchard and carried unanimously.

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM

WHEREAS, the ESI Employee Assistance Group has provided the Village of Perry with an annual renewal agreement for the Employee Assistance Program (EAP) at a cost of \$1,550.00 for general employees and \$700.00 for public safety employees; and

WHEREAS, the EAP program is available to all employees and their household members including children up to age 26 who do not reside with the employee; and

WHEREAS, the EAP program offers many free services for employees including counseling, trainings, and wellness resources; and

THEREFORE, be it resolved that the Board of Trustees of the Village of Perry approves the Employee Assistance Program Contract for a period of 11/1/2026-10/31/2027 at a total cost of \$2,250.00 and authorizes the Village Clerk to execute the agreement.

Trustee Muolo made a motion to adopt the resolution authorizing the professional services agreement for the Employee Assistance Program which was seconded by Trustee Lapiana and carried with all voting aye.

RESOLUTION ACCEPTING THE RESIGNATION OF MICHAEL MANUSIA AS VILLAGE PROSECUTOR AND APPOINTING MATTHEW DILLON AS VILLAGE PROSECUTOR

WHEREAS, Michael Manusia has submitted his resignation from the position of Village Prosecutor for the Village of Perry, effective September 17, 2026; and

WHEREAS, the Village Board Justices are requesting the appointment of Matthew Dillon as Village Prosecutor; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Perry hereby accepts the resignation of Michael Manusia as Village Prosecutor, effective September 17, 2026; and

BE IT RESOLVED, that the Village Board hereby appoints Matthew Dillon as Village Prosecutor for the Village of Perry, effective September 17, 2026; and

BE IT RESOLVED, that Matthew Dillon shall receive compensation at the rate of \$350.00 per court appearance, and including all services associated with the appearance and the prosecution of matters on behalf of the Village, including, but not limited to, preparation, conferences, consultations, and other related prosecutorial duties, with no additional compensation for such services.

Trustee Lapiana made a motion to adopt the resolution accepting the resignation of Michael Manusia as Village Prosecutor and appointing Matthew Dillon as Village Prosecutor. This motion was seconded by Trustee Lawrence and carried unanimously.

RESOLUTION APPROVING EVENT REQUEST FOR HOLIDAY DELIGHTS FESTIVAL

WHEREAS, an event request was received for the annual Holiday Delights Festival for December 5, 2026 from 5:00pm to 8:00pm; and

WHEREAS, Main Street between Gardeau Street and Dolbeer Street will need to be closed from 4:00pm-9:00pm; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the event request for the Holiday Delights Festival; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to submit the application for the road closure and the temporary liquor licenses for the event.

Motion was made by Trustee Bouchard to approve the event request for the Holiday DeLights Festival which was seconded by Trustee Muolo and carried with all voting aye.

RESOLUTION DECLARING VILLAGE EQUIPMENT AS SURPLUS

WHEREAS, the Village of Perry maintains a fleet of equipment to support the efficient care and maintenance of Village assets; and

WHEREAS, through the natural wear and tear cycle and department needs, equipment reaches the close of its useful contribution to Village operations; and

WHEREAS, the Superintendent of Public maintains a JCB Teleskid at the Wastewater Treatment Plant that has several attachments for different purposes; and

WHEREAS, it has been determined that the broom attachment for the teleskid is no longer being used and has reached the conclusion of its useful life for department needs; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby declare the broom attachment for the JCB Teleskid as surplus equipment; and

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to auction or sell the equipment as is deemed appropriate.

Trustee Lapiana made a motion to adopt the resolution declaring village equipment as surplus which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION APPROVING JOINDER AGREEMENT FOR WASTE DISPOSAL SERVICES

WHEREAS, the Village of Perry currently participates in the Wyoming County's agreement with Waste Management of New York, LLC, for waste disposal services; and

WHEREAS, the Village Board deems it to be in the best interest of the Village to approve the Joinder Agreement to renew the term through December 31, 2030;

BE IT RESOLVED, that the Village Board of the Village of Perry hereby approves the Joinder Agreement with Wyoming County and Waste Management of New York, LLC, for waste disposal services, with the renewal term extending through December 31, 2030; and

BE IT RESOLVED, that the Mayor is hereby authorized to execute the Joinder Agreement and any necessary documents on behalf of the Village of Perry.

Trustee Lapiana made a motion to approve the joinder agreement for waste disposal services which was seconded by Trustee Lawrence and carried with all voting aye.

RESOLUTION ACKNOWLEDGING NEW YORK STATE LIQUOR AUTHORITY NOTICE FOR SILVER LAKE BREWING PROJECT LLC

WHEREAS, the Village of Perry received on October 6, 2026, a 30-Day Advance Notice, ("30-Day Notice"), requesting a Class Change for Silver Lake Brewing Project LLC located at 14 Borden Ave.; and

WHEREAS, the Village of Perry does not express any opinion for or against the application; and

NOW THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees takes no further action relative to the 30 Day Notice.

Trustee Muolo made a motion to acknowledge the New York State Liquor Authority notice for Silver Lake Brewing Project which was seconded by Trustee Lapiana and carried unanimously.

FIRE DEPARTMENT PROPOSED EXPENDITURE

The Fire Department wishes to purchase new rescue tools to replace the current ones which are 30-40 years old and obsolete. The Fire Department will discuss sharing the cost with the village. If completed by the end of the year, there is a trade in value for the tools.

VILLAGE OF PERRY VILLAGE BOARD

RESOLUTION SETTING A PUBLIC HEARING AND AUTHORIZING THE EXPENDITURE OF \$22,000.00 FROM THE FIRE RESERVE FUND SUBJECT TO PERMISSIVE REFERENDUM

The Village Board of the Village of Perry met at a Village Board meeting at the Village Offices in the Village of Perry, New York on the 19th day of October 2026, commencing at 7:30 p.m. at which time and place the following members were:

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

WHEREAS, all Village Board Members, having due notice of said meeting, and that pursuant to Section 94 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 of Perry, pursuant to Section 6-c of the General Municipal Law, duly established a Fire Reserve Fund on the 19th day of October 2015 for expenses related to the Fire Department Equipment and Apparatus deemed necessary by the Village Board; and

WHEREAS, the Village Board of the Village of Perry has determined that it is necessary and in the best interests of said Village to replace aging rescue tools; and

WHEREAS, the available balance of the Fire Reserve Fund as of October 16, 2026 is \$89,833.97; and

NOW ON MOTION OF Trustee Lapiana which has been duly seconded by Trustee Bouchard,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Perry has determined that it is in the best interest of said Village to replace aging rescue tools; and be it further

RESOLVED, that the Village Board of the Village of Perry will hold a public hearing on the proposed action on the 2nd day of November, 2026 at 7:30p.m., at which time all interested parties and citizens for or against the proposed action will be heard; and

RESOLVED, that the Village Board of the Village of Perry authorizes the Mayor of the Village of Perry, contingent upon the passage of the permissive referendum period required under law without petition for a permissive referendum, to expend up to \$22,000.00 from the Fire Reserve fund for the replacement of aging rescue tools; and be it further

RESOLVED, that the Village Clerk hereby is directed to publish an abstract of this resolution concisely stating the purpose and effect thereof in the Village's Official newspaper within ten (10) days after the date of the adoption; and be it further

RESOLVED, that said resolution shall not take effect until thirty (30) days after its adoption or until approved by the affirmative vote of a majority of the qualified electors of the Village of Perry.

Aye: 5

Nay: 0

Quorum Present: X Yes No

VILLAGE OF PERRY

**RESOLUTION TO HOLD PUBLIC HEARING, INTENT TO DECLARE LEAD AGENCY AND MAKE
239-M REFERRAL REGARDING PROPOSED FLOOD DAMAGE PREVENTION LOCAL LAW**

Adopted: October 19, 2026

WHEREAS, the Village Board of the Village of Perry met at a regular board meeting at Village Hall located at 46 North Main Street, Perry, New York, on the 19th day of October, 2026, commencing at 7:30 P.M., at which time and place the following members were:

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

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, the Village Board of the Village of Perry received notice from the Federal Emergency Management Agency (FEMA) and New York State Department of Environmental

Conservation (NYS DEC) that following a newly conducted study and flood hazard determination for Wyoming County, the Village of Perry was required to adopt new flood regulations in order to maintain eligibility for itself and its residents in the National Flood Insurance Program (NFIP); and

WHEREAS, the Village Board has reviewed the model law and additional optional language provided the NYS DEC, and with the assistance of the Village Attorney, has drafted a local law entitled: "FLOOD DAMAGE PREVENTION LOCAL LAW"; and

WHEREAS, the Village submitted said local law to the NYS DEC for its regulatory compliance review on September 24th, 2026, having received the agency's approval on October 7th, 2026; 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 recognizes that this local law is classified as a Type 1 Action as defined by SEQRA in 6 NYCRR § 617.4(b)(1), therefore requiring a Coordinated Review seeking the input of other agencies; and

WHEREAS, the Village Board the Village of Perry believes itself to be the most appropriate agency to act in accordance with the State Environmental Quality Review Law; and

WHEREAS, the Village Board of the Village of Perry has reviewed such Part 1 of the aforesaid Full Environmental Assessment Form (FEAF) and 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 (DEC)
2. Federal Emergency Management Agency (FEMA)
3. Wyoming County Planning Board; 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 now desires to declare its intent to seek lead agency status in regard to the proposed local law; 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 on the adoption of said local law; and

NOW ON MOTION OF Trustee Bouchard which has been duly seconded by Trustee Muolo,
be it

RESOLVED, that the Village Board determines that such action shall be subject to SEQR pursuant to 6 NYCRR § 617.4(b)(1); and be it further

RESOLVED, that the Village Board of the Village of Perry hereby declares their intent to seek lead agency status for purposes of the State Environmental Quality Review Act in regard to the proposed local law; and be it further

RESOLVED, that the Village Board has accepted the completed Part 1 of a Full Environmental Assessment Form (FEAF), and shall 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 617.4 of the New York State Environmental Quality Review Regulations:

1. New York State Department of Environmental Conservation (DEC)
2. Federal Emergency Management Agency (FEMA)
3. Wyoming County Planning Board; and be it further

RESOLVED, the Village Board of the Village of Perry will hold a public hearing on the proposed local law on the 2nd day of November, 2026, at 7:30 P.M., at which time and place all interested parties and citizens for or against the proposed law will be heard; and be it further

RESOLVED, that the Village Board of the Village of Perry shall make referral to the Wyoming County Planning Board as required by Section 239-M of General Municipal Law; and be it further

RESOLVED, that the Village Clerk shall hereby post notice of such public hearing and publish the notice of such public hearing in the Village's Official Paper.

Ayes: 5

Nays: 0

Quorum Present: ☒ Yes ☐ No

CLERK/DEPUTY TREASURER REPORTS

Clerk Report 10/5/2026				
VILLAGE OF PERRY				
Abstract # 009				
Summary by Fund				
10/05/2026 19:13:57				
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	177.07	68,826.29	69,003.36
F	WATER FUND		3,811.80	3,811.80
G	SEWER FUND		8,507.88	8,507.88

HF	WATER TREATMENT PLANT PROJECT	15,268.02	15,268.02
HI	DRI - VILLAGE HALL	4,750.00	4,750.00
TA	TRUST & AGENCY	332.50	332.50
Total:		177.07	101,496.49
			101,673.56

Vouchers #703-778 were audited by Trustee Muolo. Trustee Bouchard made a motion to approve payment of abstract #9 in the amount of \$101,673.56 which was seconded by Trustee Lapiana and carried with all voting aye.

Clerk Report 10/19/2026		VILLAGE OF PERRY		
Abstract # 010				10/16/2026
Summary by Fund				15:58:52
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	1,242.22	216,964.30	218,206.52
CD	SPECIAL GRANT FUND		961.69	961.69
F	WATER FUND	11.18	14,054.11	14,065.29
G	SEWER FUND	10.60	26,374.96	26,385.56
HD	SILVER LAKE TRAIL CREEKSIDE PL		3,475.00	3,475.00
HF	WATER TREATMENT PLANT PROJECT		9,086.00	9,086.00
HH	DRI - TRAIL AND STREETScape		6,396.25	6,396.25
HI	DRI - VILLAGE HALL		10,250.00	10,250.00
JA	SILVER LAKE WATERSHED COMMISSI		348.64	348.64
TA	TRUST & AGENCY		4,012.00	4,012.00
Total:		1,264.00	291,922.95	293,186.95

Vouchers #779-892 were audited by Trustee Muolo. Trustee Bouchard made a motion to approve payment of abstract #10 in the amount of \$293,186.95 which was seconded by Trustee Lapiana and carried with all voting aye. Large purchases in abstract #10 include paving and repairs to N. Genesee and Covington Streets which will be submitted for reimbursement under the CHIPS program.

On 10/5/2026, the outstanding tax collection balance was \$145,796.20. On 10/16/2026, outstanding taxes totaled \$142,567.39. Clerk Slusser reminded that 11/2/2026 is the last day tax payments will be accepted by the village.

DEPARTMENT/COMMITTEE REPORTS

Reports from the following departments were provided for review: Treasurer's Financial Reports, Superintendent of Public Works , Water and Sewer Departments, Police Department, Property Maintenance Officer, and Historian.

Continued police coverage within the town is being discussed.

PARKS COMMITTEE – WYOMING COUNTY YOUTH BUREAU CDBG APPLICATION

The Village is considering the former tennis court area in Village Park as a potential location for a skate park and/or pump track proposed by Wyoming County, with support from the Perry Rotary Club. The County has offered to prepare a CDBG application at no cost, pending Village Board approval. The Board discussed clarifying responsibilities for grant administration, insurance, and maintenance. Administrator Marcy will follow up with the County Youth Bureau regarding eligibility, funding requirements, and whether the Village or County should apply. Kelly Nickerson will be invited to the November 2 meeting to discuss next steps.

TRUSTEE REPORTS

Trustee Muolo attended the Public Works and Office Committee meetings. Public Works Committee discussion included a property owner outside of the village interested in municipal water, water/sewer billing for Perry Ambulance, cybersecurity at the Water Treatment Plant, drainage improvements at the Ball property on Water Street, and interviews scheduled for the mechanic position.

Trustee Bouchard discussed the East Side Fire District at the Fire Committee meeting tonight. The fire district provided a contract with the same terms as the existing arrangement with Castile to continue operations as usual.

Trustee Lawrence, as a representative of the Office Committee, reported that the village awaits authorization to proceed with the records management grant, is looking into fixed pricing for energy costs, and exploring options with NYSEG's demand charge for the electric vehicle charging station.

Mayor Hauser extended an invitation to the PMSA (Perry Main Street Association) Oktoberfest social at the Silver Lake Brewing Project on Thursday, the 22nd at 5:30 pm. He has been invited to provide an update on village matters.

At 8:50 pm, Trustee Lapiana made a motion to adjourn the meeting which was seconded by Trustee Muolo and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION DECLARING VILLAGE VEHICLES AS SURPLUS

WHEREAS, the Village of Perry maintains a fleet of equipment to support the efficient care and maintenance of Village assets; and

WHEREAS, through the natural wear and tear cycle and department needs, equipment reaches the close of its useful contribution to Village operations; and

WHEREAS, the Chief of Police maintains a 2018 Dodge Charger (#23) that has reached the conclusion of its useful life for department needs; and

WHEREAS, the Chief of Police maintains a 2018 Chevy Equinox that has reached the conclusion of its useful life for department needs; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby declare the items listed in this resolution as surplus equipment; and

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to auction the equipment as is deemed appropriate.



RESOLUTION APPOINTING FULL-TIME AUTOMOTIVE REPAIR WORKER

WHEREAS, there is a vacancy for a Full-Time Automotive Repair Worker, designated to the Department of Public Works; and

WHEREAS, Administrator Marcy and Superintendent Deaton are requesting the hiring of Mr. Travis Huttar as a Full-Time Automotive Repair Worker; and

WHEREAS, Administrator Marcy and Superintendent Deaton are requesting the starting rate for Mr. Huttar to be the full rate due to experience and qualifications; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the hiring of Mr. Travis Huttar as a full-time, benefit eligible, Automotive Repair Worker at the rate of \$28.69 per the CSEA Agreement effective November 9, 2026.



**RESOLUTION APPROVING INSURANCE RENEWAL WITH SELECTIVE INSURANCE AND
AMENDING THE WATER AND SEWER FUND BUDGETS**

WHEREAS, the Village of Perry has received a comprehensive insurance renewal proposal from Selective Insurance including Total Package, Public Official, OCP, and Crime policies for a total premium of \$218,146.99; and

WHEREAS, additional funds must be allocated from the Water and Sewer funds to cover their share of the premium; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby approves the insurance renewal with Selective Insurance effective October 20, 2026 and authorizes the Village Administrator to execute all necessary documents for renewal; and

BE IT RESOLVED, the Village Treasurer is authorized to amend the budget as follows:

1. Increase Revenue F599 (Appropriated Fund Balance) and Increase Expenditure F1910.4 (Unallocated Insurance) by \$7,500.00
2. Increase Revenue G599 (Appropriated Fund Balance) and Increase Expenditure G1910.4 (Unallocated Insurance) by \$7,500.00



RESOLUTION AUTHORIZING APPLICATION FOR THE 2026 CLEAN WATER FOR PRO HOUSING GRANT AND APPROVAL OF MRB GROUP PROPOSAL

WHEREAS, the Village of Perry is currently in the design phase of its Water Treatment Plant Improvement Project and has secured \$3,000,000 in WIIA grant funding and \$2,000,000 in BIL funding; and

WHEREAS, the Village wishes to pursue additional funding through the 2026 Clean Water for Pro-Housing Grant Program; and

WHEREAS, MRB Group has submitted a proposal to prepare the grant application at a cost of \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the submission of a grant application for the 2026 Clean Water for Pro-Housing Grant Program and approves the proposal from MRB Group in the amount of \$5,000 for grant writing services; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the proposal with MRB Group and any necessary documents to submit the grant application.



October 28, 2026

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

Re: Proposal for Professional Services
2026 Clean Water for Pro Housing Grant Application

Dear Mayor Hauser:

MRB Group is pleased to provide the Village of Perry with this proposal to assist in preparing an application for the NYS EFC Clean Water for Housing Grant for the Village of Perry Water Treatment Plant (WTP) project. This project is needed to promote housing development in the Village.

I. Background/Understanding

The Clean Water for Pro Housing grant program provides municipalities with funding for improvements to essential infrastructure to facilitate new housing development in certified Pro Housing Communities. The Village of Perry is a certified Pro Housing Community and therefore qualifies to submit an application for funding. In 2026, the program will fund projects up to \$30M with a 25% match required. Applications are being accepted by NYS EFC until all funds are exhausted.

II. Scope of Services and Compensation

A. Grant Application Development:

Working with the Village, MRB Group will prepare a complete and competitive submission based on the program's guidance.

Tasks to be coordinated and assembled as part of our grant writing services will include:

1. Draft application narrative and budget.
2. Coordinate municipal resolution with the Village.
3. Draft Project location maps.

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MRBGroup.com

4. Draft and solicit Letters of Support.
5. Local, state, and federal planning document alignment.
6. Coordination with the Village and developers to obtain a commitment letter and any other documentation of the housing project.
7. Upload copies of the engineering report, SEQR environmental review, SHPO correspondence.

Total Compensation \$5,000.00

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. Environmental Review.
- B. State Historic Preservation Office (SHPO) archaeological investigation.
- C. Design, bidding, or construction phase services.
- D. Grant administration.

IV. Commencement of Work

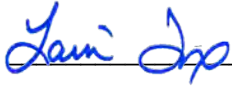
Upon receipt of the signed proposal, MRB Group will immediately begin work on the project.

V. Professional Services Agreement

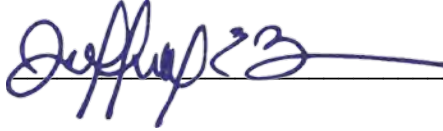
Attached hereto and made part of this Agreement is MRB Group's Professional Services Agreement.

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,



Laurie Fox
Grant Manager



Jeffrey E. Boorsma
Senior Engineer

Proposal Accepted By:

Signature

Title

Date

<https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Perry, Village/2026 Clean Water for Housing Grant App/V Perry 2026 Clean Water ProHousing Grant App.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.

Village of Perry
New York State Clean Water for Housing Grant Program
Resolution of Support & Authorization for Grant Application

WHEREAS, the Village of Perry (Village), Wyoming County, supports the submission of a New York State Clean Water for Housing (CWH) Grant Program application, on behalf of the Village, for a Water Treatment Plant (WTP) project, hereinafter referred to as the “Project”; and

WHEREAS, the New York State Environmental Facilities Corporation (EFC) administers grants to assist municipalities in funding water quality infrastructure projects that protect public health, improve water quality and increase infrastructure capacity for housing developments; and

WHEREAS, an Engineering Report titled *Village of Perry Water Treatment Plant Evaluation*, identifies the Project to help improve water quality, protect public health and increase infrastructure capacity for housing developments; and

NOW, THEREFORE BE IT RESOLVED, that the Village of Perry Board supports the undertaking of this project at the projected total cost identified by a professional engineer in the above-identified Engineering Report; and

BE IT FURTHER RESOLVED, that the Village of Perry Board identifies the Village Mayor as the authorized representative of the Village to submit the CWH grant application on behalf of the Village and execute all associated documents relative to and as required for the grant application, financial application, and funding agreement, as applicable; and

BE IT FURTHER RESOLVED, that the Village may be obligated to provide local matching funds totaling at least 25% of the Project Costs in the form of in-kind services or cash contributions appropriated through State Revolving Fund (SRF) or other approved financing or funds, in accordance with the Bond Resolution; and

BE IT FURTHER RESOLVED that the Village of Perry Village Board fully supports the Project and submission of the 2026 CWH grant application by MRB Group on behalf of the Village to improve water quality and protect public health.

Motion made by Member _____: Seconded by Member _____

Vote: _____Aye _____Nay

The above Resolution was duly adopted on _____ by the Village Board

Village Clerk, Village of Perry

Abstract # 011
Summary by Fund

10/30/2026
10:58:19

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	6,597.51	241,888.28	248,485.79
CD	SPECIAL GRANT FUND		1,518.45	1,518.45
F	WATER FUND	18.90	45,224.68	45,243.58
G	SEWER FUND	18.90	50,558.65	50,577.55
JA	SILVER LAKE WATERSHED COMMISSI		37.99	37.99
TA	TRUST & AGENCY		6,230.00	6,230.00
Total:		6,635.31	345,458.05	352,093.36

Vouchers #893 - 958 were audited by Trustee Lawrence

Large expenses: Annual insurance to Selective \$216,720.99

New Ventrac \$48,756.75 (per board approval 8/24/2026)

10-30-26

11:36:29

Village of Perry - 2026 - 2027 - Village Tax Collection
Trial Balance - All Swis Codes
10-30-26

Original Warrant	2,588,561.96
Adjustments	0.00
Adjusted Warrant	2,588,561.96
Full Payments	2,448,890.15
Penalties	6,201.51
Total Collections	2,455,091.66
Taxes Outstanding	139,671.81