



## ***Village of Perry Board of Trustees***

---

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

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

1. Open Meeting and Pledge of Allegiance
2. Public Comment
3. Presentations & Board Actions
  - a. Approval of Minutes – June 16, 2025
  - b. Resolution Approving Supplemental Agreement No. 2 for the Municipal Snow and Ice Agreement with the New York State Department of Transportation
  - c. Resolution Approving ALFX Service Agreement for Leak Detection System
  - d. Resolution Approving Inter-Municipal Agreement with the Village of Warsaw
  - e. Resolution Approving Perry Central School Volleyball Team Request
  - f. Resolution Approving Employee Handbook Updates
  - g. Resolution Adopting Updated Village of Perry Department of Public Works Fee Schedule
  - h. Resolution Authorizing Charges for Garbage Removal
  - i. Resolution Creating Project Budget for the Downtown Revitalization Initiative Small Project Fund
  - j. Resolution Approving Correction to Budget Transfer to the 2024-2025 Village Budget and Encumbrance to the 2025-2026 Fiscal Year
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
  - a. Village Administrator – 2024-2025 Year End
  - b. Building Improvement Loan Committee
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY  
VILLAGE BOARD MEETING MINUTES  
JUNE 16, 2025**

A regular board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:30 pm on the 16<sup>th</sup> day of June 2025.

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

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

**PUBLIC COMMENT**

No comments.

**MINUTES**

Trustee Lapiana made a motion to approve the minutes for June 2, 2025 which was seconded by Trustee Bouchard and carried unanimously.

**RESOLUTION APPROVING THE APPOINTMENT OF BIL COMMITTEE MEMBER, MELANIE CASPER**

**BE IT RESOLVED** that the Village of Perry Board of Trustees hereby approves the appointment of BIL Committee Member, Melanie Casper, which a term expiration of 4/6/2026.

BIL is the Building Improvement Loan Program which offers interest free matching grants for façade renovations and a larger component of up to \$25,000 of low interest funding for interior business space renovations. Mayor Hauser anticipates increased use of this program if up-front funds are needed for DRI renovations. The BIL balance is \$120,000 with about \$15,000 outstanding to collect on. Ms. Casper comes with a financial background through M&T Bank. Mayor Hauser made a motion to adopt the resolution approving the appointment of BIL Committee Member, Melanie Casper which was seconded by Trustee Muolo and carried unanimously.

**RESOLUTION TO SUBMIT AN ENVIRONMENTAL PROTECTION FUND (EPF) GRANT APPLICATION FOR UPGRADES AT THE VILLAGE PARK**

**WHEREAS**, the Village of Perry, herein called the "Applicant", after thorough consideration, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable; and

**WHEREAS**, the New York State Office of Parks, Recreation and Historic Preservation provides funding for park improvements properties through the Environmental Protection Fund (EPF); and

**WHEREAS**, the Village of Perry would like to make improvements at the Village Park; and

**NOW, THEREFORE, BE IT RESOLVED**, that Samantha Marcy, is the representative authorized to act on behalf of all applicants in all matters related to grant funds for the Project. The representative is also authorized to: sign and submit the application; execute the contract; request payment advances and reimbursements; submit Project documentation; and otherwise act for all applicants in all matters related to the Project and to State assistance; and

**BE IT FURTHER RESOLVED** that the Village of Perry enthusiastically supports submission of an EPF grant for Village Park improvements; and

**BE IT FURTHER RESOLVED** that the Village of Perry will provide the required minimum 25 percent match toward the total project costs.

Trustee Lapiana made a motion to adopt the resolution to submit an EPF Grant application for upgrades at the Village Park. This motion was seconded by Trustee Bouchard and carried with all voting aye.

**RESOLUTION AUTHORIZING DENTAL AND VISION INSURANCE PLANS WITH CSEA EMPLOYEE BENEFIT FUND FOR THE VILLAGE OF PERRY (GENERAL)**

**WHEREAS**, the Village of Perry currently offers the General Unit employees and non-union employees with dental and vision insurance through CSEA Employee Benefit Fund; and

**WHEREAS**, the Village Administrator is recommending continuing with the current plans: Equinox Dental Plan and Platinum 12 Vision Plan at the employee contribution rates per the employee handbook and union agreements; and

**NOW, THEREFORE BE IT RESOLVED**, that the Perry Village Board of Trustees hereby approves the recommendation to continue offering the Equinox Dental Plan and Platinum 12 Vision Plan from July 1, 2025 through May 31, 2028; and

**BE IT FURTHER RESOLVED**, the Perry Village Board of Trustees directs the Village Administrator to execute any and all documents relative to the dental and vision insurance for the CSEA Employee Benefit Fund.

Trustee Muolo made a motion to authorize the dental and vision insurance plans with CSEA Employee Benefit Fund for the Village of Perry (General) which was seconded by Trustee Lapiana and carried with all voting aye.

**RESOLUTION APPROVING MRB ENGINEERING AGREEMENT AMENDMENT NO. 1 FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT**

**WHEREAS**, MRB has proposed Amendment No. 1 for Design and Additional Services for the Water Treatment Plant Improvements Project; and

**WHEREAS**, the requested increase is due to including the high lift pump station and raw water pump station and intake improvements to the project scope; and

**WHEREAS**, the requested increase is \$192,000 for design and \$75,000 for additional services; and

**NOW, THEREFORE BE IT RESOLVED**, the Village of Perry Board hereby approves Amendment No. 1 with MRB for services related to the Water Treatment Plant Improvements Project; and

**BE IT FURTHER RESOLVED**, the Village of Perry Board authorizes the Mayor to execute the agreement.

The MRB amendment cost is hourly not to exceed and is needed in order to proceed with bids but does not include construction administration or observation. Motion was made by Trustee Lapiana to adopt the resolution approving MRB Engineering Agreement Amendment No.1 for the Water Treatment Plant Improvements Project which was seconded by Trustee Muolo and carried with all voting aye.

**RESOLUTION AUTHORIZING BUDGET TRANSFERS AND AMENDMENT TO THE 2024-2025 VILLAGE BUDGET**

**WHEREAS**, the Village Administrator is proposing the following Budget Transfers to correct overspent accounts for the 2024-2025 fiscal year:

***General Fund:***

Increase:	A1110.1 (Village Justice – Pers. Serv.)	\$0.20
-----------	---	--------

Decrease:	A1110.11 (Village Justice – Clerk)		\$0.20
Increase:	A1420.1 (Law – Pers. Serv.)	\$0.16	
Decrease:	A1420.4 (Law – Contractual)		\$0.16
Increase:	A1440.4 (Engineer – Contractual)	\$815.69	
Decrease:	A1490.4 (Public Works Admin – Contractual)		\$815.69
Increase:	A1620.42 (Buildings – Utilities)	\$2,429.76	
Decrease:	A1620.41 (Buildings – Network)		\$2,429.76
Increase:	A1670.4 (Central Mail & Print – Contractual)	\$1,379.26	
Decrease:	A1680.4 (Data Processing – Contractual)		\$1,058.00
Decrease:	A1325.4 (Treasurer – Contractual)		\$142.02
Increase:	A1910.4 (Unallocated Insurance)	\$1,281.00	
Decrease:	A1920.4 (Municipal Association Dues)		\$1,281.00
Increase:	A3120.12 (Police – Part-Time)	\$1,888.68	
Increase:	A3120.4 (Police – Contractual)	\$9,262.73	
Decrease:	A3120.1 (Police – Full-Time)		\$11,151.41
Increase:	A3410.2 (Fire Department – Equipment)	\$1,945.70	
Decrease:	A3410.41 (Fire Department – Training)		\$1,945.70
Increase:	A5110.11 (Street Maintenance – Overtime)	\$1,874.61	
Increase:	A5142.4 (Snow Removal – Contractual)	\$114.52	
Increase:	A5132.4 (Garage – Contractual)	\$1,045.57	
Increase:	A5132.42 (Garage – Utilities)	\$1,890.91	
Decrease:	A5110.1 (Street Maintenance – Pers. Serv.)		\$1,874.61
Decrease:	A5110.4 (Street Maintenance – Contractual)		\$2,887.23
Decrease:	A5110.2 (Street Maintenance – Equipment)		\$163.77
Increase:	A7020.1 (Rec Admin – Pers. Serv.)	\$102.33	
Increase:	A7020.11 (Rec Admin – Overtime)	\$85.95	
Increase:	A7180.42 (Spec. Rec. Facilities – Utilities)	\$1,227.18	
Increase:	A7110.4 (Parks – Contractual)	\$6,558.07	
Decrease:	A7110.1 (Parks – Pers. Serv.)		\$4,973.53
Decrease:	A7110.2 (Parks – Equipment)		\$3,000.00
Increase:	A5182.4 (Street Lighting – Contractual)	\$5,892.52	
Increase:	A8160.4 (Refuse & Garbage – Contractual)	\$398.09	
Increase:	A8170.4 (Street Cleaning – Contractual)	\$657.00	
Increase:	A8540.4 (Drainage – Contractual)	\$774.00	
Increase:	A9060.8 (Hospital & Medical Insurance)	\$22,189.12	

Decrease:	A5110.12 (Street Maintenance – Seasonal)	\$24,296.87
Decrease:	A9040.8 (Workers Comp Insurance)	\$5,613.86

**Water Fund:**

Increase:	F1420.1 (Law – Pers. Serv.)	\$0.14
Increase:	F8320.4 (Source of Supply – Contractual)	\$8,225.20
Increase:	F8320.41 (Source of Supply – Utilities)	\$6,422.42
Increase:	F8330.4 (Water Purification – Contractual)	\$1,100.83
Increase:	F8340.4 (Water Transmission – Contractual)	\$728.74
Decrease:	F1990.4 (Contingency)	\$16,477.33

**Sewer Fund:**

Increase:	G1440.4 (Engineer – Contractual)	\$356.00
Increase:	G8110.4 (Sewer Admin – Contractual)	\$89.76
Increase:	G8120.2 (Sanitary Sewer – Equipment)	\$4,482.00
Increase:	G8130.2 (Sewage Treatment – Equipment)	\$1,121.38
Increase:	G8130.4 (Sewage Treatment – Contractual)	\$9,842.30
Increase:	G8130.41 (Sewage Treatment – Utilities)	\$12,795.56
Decrease:	G9060.8 (Hospital & Medical Ins)	\$13,034.24
Decrease:	G9030.8 (Social Security)	\$5,189.16
Decrease:	G8130.1 (Sewage Treatment – Pers. Serv.)	\$10,463.60

**WHEREAS**, the Village Administrator is proposing the following Budget Amendment to appropriately record funding received for the court JCAP grant:

Increase:	A3021 (JCAP Grant)	\$3,404.03
Increase:	A1110.41 (Village Justice – JCAP Grant)	\$3,404.03

**BE IT RESOLVED**, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to make the above budget transfers for the 2024-2025 fiscal year; and

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

Trustee Bouchard made a motion authorizing budget transfers and amendment to the 2024-2025 Village Budget which was seconded by Trustee Lapiana and approved unanimously.

**RESOLUTION AUTHORIZING ENCUMBRANCE OF FUNDS FROM THE 2024-2025  
ADOPTED VILLAGE BUDGET TO THE 2025-2026 ADOPTED VILLAGE BUDGET**

**WHEREAS**, the Village of Perry Board of Trustees has adopted the 2024-2025 Village of Perry budget with certain appropriations relating to projects or orders that have begun in the 2024-2025 fiscal year but will continue into the 2025-2026 fiscal year; and

**WHEREAS**, it is necessary to encumber appropriations from the 2024-2025 Village of Perry budget into the 2025-2026 Adopted Village Budget for the items identified below:

Description	Amount to Encumber	2024-2025 Budget Account	2025-2026 Budget Account
<b>General Fund:</b>			
JCAP Grant	\$3,134.34	A1110.41	A1110.41
Village Hall Furniture	\$1,198.02	A1620.21	A1620.21
PD Equipment – Vests & Bike	\$8,151.34	A3120.1	A3120.4
FD Equipment	\$11,062.66	A3410.4	A3410.4
DPW Equipment	\$40,000.00	A5110.2	A5110.2
DPW Equipment – 5” blades	\$3,300.00	A5110.2	A5110.4
Snow Removal – Plow parts	\$3,380.00	A5142.4	A5142.4
Parks – Fence and sign	\$8,522.50	A7110.4	A7110.4
<i>Total General Fund</i>	<i>\$78,748.86</i>		
<b>Water Fund:</b>			
WTP – Equipment	\$2,238.08	F8330.2	F8330.2
GAC Filter #2	\$29,990.00	F8320.2	F8320.2
<i>Total Water Fund</i>	<i>\$32,228.08</i>		

**WHEREAS**, the items identified above totaling \$110,976.94 are deemed to be in process; and

**NOW, THEREFORE BE IT RESOLVED**, the Village of Perry Board of Trustees hereby directs the appropriations identified above be encumbered for the purposes herein specified and authorizes the Village Administrator to make the associated journal entries; and

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

Trustee Muolo made a motion to authorize the encumbrance of funds from the 2024-2025 budget to the 2025-2026 budget. This motion was seconded by Trustee Lawrence and carried with all voting aye.

#### **CLERK/DEPUTY TREASURER REPORT**

**Abstract # 026**  
**Summary by Fund**

06/13/2025  
15:18:51

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	3,663.61	37,376.66	41,040.27
F	WATER FUND	60.24	13,431.19	13,491.43
G	SEWER FUND	102.25	11,241.05	11,343.30
HB	LEAD SERVICE LINE REPLACEMENT		24,450.00	24,450.00
HF	WATER TREATMENT PLANT PROJECT		8,738.25	8,738.25
HS	CAPITAL PROJECT - SEWER IMPROV		828.00	828.00
JA	SILVER LAKE WATERSHED COMMISSI		56.67	56.67
TA	TRUST & AGENCY		2,076.00	2,076.00
<b>Total:</b>		<b>3,826.10</b>	<b>98,197.82</b>	<b>102,023.92</b>

**Abstract # 002**  
**Summary by Fund**

06/13/2025  
15:15:29

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	13,188.62	12,804.95	25,993.57
F	WATER FUND		4,335.63	4,335.63
G	SEWER FUND		864.59	864.59
TA	TRUST & AGENCY		728.20	728.20
<b>Total:</b>		<b>13,188.62</b>	<b>18,733.37</b>	<b>31,921.99</b>

Vouchers were audited by Trustee Muolo. Trustee Bouchard made a motion to approve abstract #26 (the last abstract of the 2024-2025 fiscal year), vouchers #2032-2109, in the amount of \$102,023.92 and abstract #2 (of the 2025-2026 fiscal year), vouchers #8-42, in the amount of \$31,921.99 2<sup>nd</sup> which was seconded by Trustee Lawrence and carried unanimously.

### **DEPARTMENT/COMMITTEE REPORTS**

The following reports were reviewed: NYCLASS Statement dated 5/31/2025, Department Reports: Public Works, Water and Sewer, Police, and Property Maintenance.

### **PLANNING BOARD RECOMMENDATION – TRAILSIDE CAMPING**

The proposed regulations should be reviewed by the Zoning Enforcement Officer and Fire Chief after recent amendments made by the Planning Board. Mention was made on



identifying a hydrant location to interested properties as well as having an emergency plan approved by the Fire Chief.

The policy should have consistent, clear language for Trailside Camp, Permanent Structure, and Seasonal Structure. Some of the changes in red refer to “seasonal structures.” It is the belief that all allowed structures must be permanent and seasonal. “Campsites” is not defined and should say “trailside camps.” After a final review by the Planning Board, Village Board, Zoning Officer, and Fire Chief, the policy will go to the attorney’s office.

The board questioned whether 100’ is far enough from property lines and asked if the Planning Board could do a study on eligible properties to see if 125’ were used, if it could still be a functional law.

### **TRUSTEE REPORTS**

Trustee Lapiana attended the Fire Committee Meeting, reporting that there is a new air compressor in the bay, new gear came in, and the Fire Convention is this weekend. A report was provided by the Fire Chief showing a comparison of calls between last year and this year and last month vs. this month.

Trustee Muolo met with the Office Committee who talked about making updates to the fee schedule on a calendar year basis due to the timing of park rentals. The parking study was reviewed with consideration to issuing permits, with or without fees, and issuing to property owners who can distribute the passes to tenants. The idea of the parking study is to develop additional parking spaces downtown to accommodate growth and additional residential units. Trustee Lawrence will serve on the parking committee in place of former Trustee Kwiecien. The Office Committee continues to work on handbook amendments to ensure that the list of required policies as well as recommended policies are included.

Trustee Bouchard attended the Arbor Day celebration on Saturday. Kids who won the Poetree contest were given awards at school the day before and attended the celebration to read their poems. Dan Zerbe led a walk to Hope Cemetery for a tree discussion along the way.

With no further business, motion to adjourn was made by Trustee Lapiana at 8:34 pm which was seconded by Trustee Bouchard and carried.

Respectfully submitted,  
Christina Slusser, Village Clerk



**RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 FOR THE MUNICIPAL SNOW AND ICE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Village of Perry has a municipal snow & ice agreement with New York State Department of Transportation; and

**WHEREAS**, the New York State Department of Transportation has provided a supplement agreement to add funding due to exceeding the estimated expenditure for the 24/25 season; and

**NOW, THEREFORE BE IT RESOLVED**, the Village of Perry Board hereby approves the Supplemental Agreement No. 2 with the New York State Department of Transportation; and

**BE IT FURTHER RESOLVED**, the Village of Perry Board authorizes the Mayor to execute the Supplemental Agreement No. 2.

Contract No.: D014890  
Supplemental Agreement No.: 2  
Date Prepared: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT No. 2 to Contract No. D014890**

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

VILLAGE OF PERRY ("Municipality")  
Acting by and through the \_\_\_\_\_.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- ☒ Amending the estimated expenditure for the 24/25 season by:
  - ☒ adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
  - ☐ adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- ☐ Extending the Agreement attached hereto and incorporated herein for an additional 5-year period (Extension No. \_\_\_\_ of a maximum of 3)
- ☐ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023
- ☐ Other: \_\_\_\_\_

Contract No.: D014890  
 Supplemental Agreement No.: \_  
 Date Prepared: \_\_\_\_\_

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: \_\_\_\_\_  
 For Commissioner of Transportation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK

)ss.:

COUNTY OF \_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipality described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipality pursuant to a resolution that was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
 Notary Public

**APPROVED AS TO FORM**  
**STATE OF NEW YORK ATTORNEY GENERAL**

**APPROVAL BY NYS COMPTROLLER'S OFFICE**

By: \_\_\_\_\_

By: \_\_\_\_\_

## AMENDMENT B

Contract #	Municipality	Current Ext. Season	Region #
D014890	VILLAGE OF PERRY	24/25	4
Beginning Date of Contract Period	7/1/2024	Ending Contract Period	6/30/2029

### AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2024/25 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS					
J-Mile Base	24/25 J-Miles	S&I LM Base	24/25 LM	Pay Factor <sup>1</sup>	Original Estimated Expenditure
152,555	172,451.00	369	369	1.130	\$12,815.73
Pay Factor <sup>1</sup> = (2425 J-Miles/(24/25 LM))/(J-Mile Base/S&I LM Base)					
Fixed Cost <sup>2</sup>		Adjusted Estimated Expenditure <sup>3</sup>		Index Adjustment <sup>4</sup>	
\$0.00		\$12,815.73		\$1,666.04	
Fixed Cost <sup>2</sup> = Salt Storage (Barns), Snow Fence					
Adjusted Est. Expenditure <sup>3</sup> = Original Estimated Expenditure – Fixed Cost <sup>2</sup>					
Index Adjustment <sup>4</sup> = (Adjusted Estimated Expenditure <sup>3</sup> * Pay Factor <sup>1</sup> ) - Adjusted Est. Expenditure					
TOTAL REVISED ESTIMATED EXPENDITURE					
Original Estimated Expenditure		Index Adjustment <sup>4</sup>		Revised Estimated Expenditure <sup>5</sup>	
\$12,815.73		\$1,666.04		\$14,481.77	
Revised Estimated Expenditure <sup>5</sup> = Original Estimated Expenditure + Index Adjustment <sup>4</sup>					

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D014890

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
For Commissioner of Transportation

BY \_\_\_\_\_

ATTORNEY GENERAL’S SIGNATURE

COMPTROLLER’S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ ) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that (s)he resides in \_\_\_\_\_, New York; that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

\_\_\_\_\_  
Notary Public



**RESOLUTION APPROVING ALFX SERVICE AGREEMENT FOR LEAK DETECTION SYSTEM**

**WHEREAS**, the Village of Perry Superintendent of Public Works is requesting the approval of the ALFX Service Agreement with 64seconds, Inc. related to the leak detection system; and

**WHEREAS**, the term of the agreement is for five (5) years and the total cost is \$16,400.00; and

**NOW, THEREFORE BE IT RESOLVED**, the Village of Perry Board hereby approves the ALFX Agreement with 64seconds, Inc. and authorizes the Mayor to execute the agreement.

# ALFX Service Agreement

THIS ALFX Service Agreement is entered into on May 15, 2025, by and between **64seconds, Inc.**, a corporation organized under the laws of the State of Delaware, hereinafter referred to as “64seconds”, and **Village of Perry NY**, hereinafter referred to as “the Utility”. 64seconds and the Utility are referred to collectively as “the Parties” and individually as a Party.

ALFX is a system of intelligent vibration sensors, with hardware, software, and services, hereinafter referred to as “ALFX”. ALFX is for acoustic pipeline surveying, detecting and pinpointing leaks in a water distribution system.

The ALFX Service, hereinafter referred to as “the Service”, is a service provided by 64seconds to the Utility for ALFX that includes technical support; training; maintenance; and analysis, storage, import, and export of data.

## 1. GLOSSARY

The glossary precisely defines terms used in this Agreement, indicated by capitalization. It is organized logically to reflect interdependencies of the terms.

<b>Sensor</b>	A device that processes vibrations of a pipeline network
<b>Permanent Installation</b>	A Sensor installed at the same location for at least one (1) year
<b>Controller</b>	A device that provides a time synchronization value to Sensors
<b>Equipment</b>	Refers to both Sensors and Controllers collectively and either one or more Sensors or Controllers individually
<b>ALFX Software</b>	The WPN2 iOS app, cloud analysis software, and the ALFX Web Dashboard app
<b>ALFX Data</b>	Data generated by the Equipment, data created with, or imported into, ALFX software, and User credentials
<b>User</b>	A human associated professionally with the Utility
<b>Principal User</b>	A single User designated as the first point of contact at the Utility
<b>Approved Carrier</b>	A shipping carrier selected or approved by 64seconds
<b>FOB (Free on Board)</b>	The transfer of Equipment to an Approved Carrier
<b>Cancellation</b>	The provision by either Party of written notice of its desire to terminate this Agreement at any time



## **2. PRICING**

The price for the Service has one (1) component, a service cost. Upon execution of this Agreement, 64seconds shall issue an invoice to the Utility, dated as of the date of this Agreement, for the service cost with payment terms described in the invoice.

### **A. Service Cost**

The service cost is a fee of eighteen thousand four hundred dollars (\$18,400) that includes provision of one hundred (100) Sensors, one (1) Controller; training; initial setup; continuous access to the Service; analysis, storage, and export of ALFX Data; ALFX Software updates; maintenance of the Equipment; technical support; training; and one (1) import per year of GIS asset data of the Utility. A discount of two thousand dollars (\$2,000) based on the Utility's WaterPoint Network subscription is applied for a net payable amount of sixteen thousand four hundred dollars (\$16,400).

### **B. Replacement Cost**

The Replacement Cost for a Sensor that has been lost or damaged for reasons outside of the Utility's control, hereinafter referred to as "Unavoidable Loss", is a maximum of sixty dollars (\$60) per Sensor. The Parties recognize that it is mutually advantageous to minimize costs of Unavoidable Loss. 64seconds shall use its best efforts to minimize the Replacement Cost of any Sensor that will be sent to the Utility as a result of Unavoidable Loss during the Term of this Agreement.

### **C. Non-Return Cost**

The Non-Return Cost borne by the Utility for a Sensor that has not been lost or damaged for reasons outside of the Utility's control, and has not been returned to 64seconds after Cancellation or Termination of this Agreement is one hundred fifty dollars (\$150) per Sensor.

### **D. Additional Costs**

The service cost is the only fee required for the Utility to use the Service. However, 64seconds may from time to time make available useful additional items such as a customized mounting post for Sensors. Additional items may be purchased by the Utility for an additional cost at its sole discretion.

### **3. TERM**

This ALFX Service Agreement is for a fixed term of five (5) years, hereinafter referred to as the "Term". The Service shall commence on the date of this Agreement and shall continue until the Subscription Term End Date, hereinafter referred to as the "End Date". The End Date is defined as the date of the first shipment of Equipment by 64seconds, FOB Framingham Massachusetts, plus thirty (30) days, hereinafter referred to as the "Pre-Term Days", plus the duration of the Term.

The Parties recognize that the definition of the End Date, which incorporates the Pre-Term Days and the Term, has the objective of enabling the Utility to use the Service for at least the Term in light of uncertainties and complexities involved in shipping, receiving, installing, and becoming familiar with the Equipment, including shipping Equipment in tranches over a period of time. In the event of unforeseen or changing circumstances, the Parties agree to discuss in good faith adjusting the End Date for the purpose of meeting this objective. The Parties agree that any adjustment of the End Date will be documented by a written agreement, duly executed by both Parties, and incorporated into this Agreement.

The Service will terminate at midnight on the End Date, hereinafter referred to as "Termination", that is, after the Pre-Term Days and at the end of the Term.

### **4. CANCELLATION AND TERMINATION**

The Utility, at its sole discretion, may provide thirty (30) days written notice of Cancellation of this Agreement at any time after the Pre-Term Days and before Termination. Upon Cancellation or Termination, the Utility shall return the Equipment to 64seconds within ninety (90) days and shall not access the Service. In the event that Equipment is returned to 64seconds not in good working condition, because of damage for reasons outside of the Utility's control, then the Utility shall pay to 64seconds the Replacement Cost of that Equipment. In the event that Equipment is not returned to 64seconds, because of loss for reasons outside of the Utility's control, then the Utility shall pay to 64seconds the Replacement Cost of that Equipment. In the event that Equipment is otherwise not returned to 64seconds then the Utility shall pay to 64seconds the Non-Return Cost of that Equipment.

Upon Cancellation by the Utility, 64seconds will issue a credit to the Utility, hereinafter referred to as the "Cancellation Credit". The Cancellation Credit is calculated using the formula  $P * 0.5 * (R - n) / R$ , where P is the amount of the most recent service fee paid by the Utility, R is the number of years of the Term, and n is the year of the Term in which Cancellation occurs. To illustrate

calculating a credit, if the Term were three (3) years and Cancellation occurred at any time during the second year of the Term, then the Cancellation Credit would be equal to  $P * 0.5 * (3 - 2) / 3$ , that is,  $P * 16.67\%$ . The Cancellation Credit, less any amounts that may be owed to 64seconds by the Utility, will be payable to the Utility ninety (90) days after Cancellation. The formula notwithstanding, the Cancellation Credit shall not be less than zero and not greater than  $P * 40\%$ .

After Cancellation or Termination 64seconds shall use its best efforts to continue to store the ALFX Data of the Utility for a period of at least one (1) year for the benefit of the Utility unless otherwise instructed in writing by the Utility.

After Cancellation or Termination 64seconds shall retrieve any stored ALFX Data and shall deliver this data by electronic means to the Utility, if instructed to do so in writing by the Utility. 64seconds shall promptly delete any stored ALFX Data of the Utility, if instructed to do so in writing by the Utility.

64seconds intends to provide the Service until the end of the internet. However, if for any unforeseen reason 64seconds is unable to continue to provide the Service, then 64seconds shall, where possible, give at least ninety (90) days written notice of Cancellation or Termination to the Utility.

## **5. RENEWAL**

The Utility shall have the option to extend the Term of this Agreement, to add more Equipment, or both at any time prior to Cancellation or Termination. These changes shall be documented in a written agreement, hereinafter referred to as an "Amendment", that shall be incorporated into this Agreement. An Amendment shall describe any extension of the Term and any updating of the End Date; the provision of any additional Equipment; the amount and terms for payment by the Utility of any additional service fee; and any other changes to the terms of this Agreement.

## **6. DE NOVO AGREEMENT**

After Cancellation or Termination of this Agreement, the Parties may mutually agree at any time for 64seconds to provide the Service to the Utility, which shall be documented in a new written agreement, hereinafter referred to as a "De Novo Agreement". A De Novo Agreement may accommodate any unpredictable needs of the Parties following Termination.

## **7. RIGHTS TO THE SERVICE AND ALFX DATA**

64seconds owns all rights, title and interest in and to the Service, including all intellectual property rights. The Utility obtains no ownership rights in the Service.

64seconds shall provide to the Utility the Equipment for the Service. The Equipment is at all times owned by 64seconds and 64seconds is responsible for maintenance of the Equipment under the terms of this Agreement.

The Utility owns all of its ALFX Data and has the right to export its ALFX Data from the Service at any time under the terms of this Agreement, using software for export provided by 64seconds.

## **8. TRAINING**

The Parties recognize that effective and comprehensive training, provided by 64seconds to the Utility, is an important component of the Service. 64seconds shall deliver training sessions through a mutually agreed interactive online platform, such as Zoom, Google Meet or Microsoft Teams. Such platforms allow for interactivity, real-time engagement, flexible pacing, and iteration over training topics between the 64seconds' trainer and the Utility's participants. Training sessions will be of approximately sixty (60) minutes' duration.

Training sessions will be scheduled at times that are mutually convenient for both Parties. Participants will be notified via email of the date, time, and web link to the platform. Each training session will identify specific learning objectives. Training sessions will emphasize interactivity and will give participants opportunities to ask questions and discuss training topics in order to best achieve the learning objectives.

Five (5) initial training sessions will aim to establish the Utility's proficiency in acoustic pipeline surveying, detecting leaks, and pinpointing leaks and will cover the following specific topics:

- Introduction to the ALFX Service, providing an overview of the Equipment, software, support channels, documentation, and goals of the Service
- Receiving, installing and using the Equipment and software, and providing an understanding of how to get started with the Service
- Introduction to the WPN2 iOS software app, providing an overview of its mobile GIS capabilities, interacting with the Equipment, and cloud syncing
- Introduction to the ALFX Web Dashboard, providing an overview of viewing and interpreting leak survey results, and scheduling follow-up investigations

- Leak detection and pinpointing tools in the WPN2 iOS software app, providing an understanding of how to perform follow-up investigations, and how to confirm or rule out suspected leaks

The Parties recognize that the Utility will improve its knowledge of the Service and its operating procedures over time. The Utility may also benefit from repeat training of existing or new personnel. Therefore 64seconds will assist the Utility with ongoing technical support and optional additional training. 64seconds shall make available up to two (2) additional or repeat training sessions per year, at the request of the Utility, under the terms of this Agreement.

64seconds shall make available to the Utility digital copies of its training materials, including but not limited to, 64seconds' publicly available materials, such as PDF and video tutorials, and any mutually agreed recordings of its training sessions with the Utility, where available.

In the event that the Utility desires, 64seconds shall make available on-site training for an extra cost of \$1,500 per day.

## **9. TECHNICAL SUPPORT**

The Parties recognize that ongoing technical support, provided by 64seconds to the Utility in a responsive and communicative manner, is an important component of the Service. 64seconds shall provide technical support through three (3) channels: in-app messaging support, email support, and limited phone support.

The Parties acknowledge that in-app messaging support is the preferred channel because of its fast response time, ease of use, ability for Users or 64seconds personnel to reference particular ALFX Data, permanent searchable record, and interactive format.

The Parties acknowledge that limited phone support is an inefficient channel, but may nevertheless be desirable in some circumstances. 64seconds shall use its best efforts to provide timely limited phone support preferably but not exclusively to the Principal User.

## **10. INSTALLATION OF SENSORS**

The Utility is responsible for installation of Sensors. Sensors shall be attached exclusively to fire hydrants. The Utility is responsible for following the installation instructions for Sensors that are set forth by 64seconds in the external document entitled ALFX Installation Guide Rev. 2024-10-07. Different versions of the ALFX Installation Guide shall be entitled in the format, ALFX

Installation Guide Rev. yyyy-mm-dd, where yyyy, mm, and dd refer to the year, month, and date, respectively, of the version. The Utility shall have access to the current and previous versions of the ALFX Installation Guide.

The Parties recognize that proper installation of Sensors is necessary for maintaining the good working condition of both Sensors and hydrants. 64seconds may, from time to time, find it necessary to update the installation instructions for Sensors. The scope of acceptable updates to the ALFX Installation Guide is limited to only those updates that are necessary for maintaining the good working condition of both Sensors and hydrants.

64seconds shall send any updated ALFX Installation Guide to the Utility by email to the Principal User. The Utility shall review the updates and either accept or object to the updates within thirty (30) days. If the Utility accepts the updates then the updated ALFX Installation Guide will be incorporated into this Agreement and its installation instructions shall apply to the installation of Sensors from the date of the updated ALFX Installation Guide. If the Utility objects to the updates then the Parties shall use their best efforts to address objections according to the mechanisms for resolving disputes set forth in this Agreement.

## **11. MODIFICATION OF SENSORS**

The Utility may desire to modify the enclosure of a Sensor, for example, by coating or painting. With any modification of a Sensor, the Utility shall use only materials and methods that have first been approved in writing by 64seconds and shall follow any instructions for modification that may be contained in the ALFX Installation Guide.

## **12. MOVEMENT OF SENSORS**

Sensors have been designed for Permanent Installation, which will optimize leak detection performance and maximize the useful life of a Sensor. However, the Parties recognize that it may sometimes be desirable to move a Sensor and to install that Sensor at a different location. 64seconds shall accept any reasonable request from the Utility to move and install a Sensor more frequently than once per year, and 64seconds shall be responsible for maintenance of that Sensor, provided the objective is to achieve a useful Permanent Installation.

The Parties recognize that it may be useful and reasonable for the Utility to identify a limited number of Sensors that will not be Permanent Installations. 64seconds shall at its discretion agree to designate a limited number of Sensors as not being Permanent Installations. The Utility shall be responsible for the reasonable costs of maintenance of any such designated Sensors.

### **13. SHIPPING**

The Parties acknowledge that proper packaging and shipping methods are necessary to maintain the integrity and good working condition of the Equipment. 64seconds shall supply packaging, at no cost to the Utility, which shall be used to ship the Equipment to 64seconds. Both 64seconds and the Utility shall ship all Equipment using only packaging provided by 64seconds and using only an Approved Carrier. For convenience, at the option of the Utility, 64seconds shall make available to the Utility a shipping label in a digital format for any shipment of Equipment from the Utility to 64seconds.

The Utility is responsible for all shipping costs, including costs of shipping the packaging and the Equipment, whether to or from 64seconds, and whether or not the Utility received a shipping label from 64seconds, as required under the terms of this Agreement. Shipping costs borne by the Utility shall not exceed one hundred five percent (105%) of the amount charged by the shipping carrier.

The Utility may reuse undamaged packaging that it previously received from 64seconds, either when Equipment was first delivered to the Utility or when Equipment was exchanged in tranches with 64seconds in connection with maintenance or returning Equipment.

### **14. MAINTENANCE**

64seconds is responsible for routine maintenance of the Equipment at no additional cost to the Utility. Routine maintenance is maintenance necessary to ensure that the Equipment remains in good working condition. Routine maintenance includes battery replacement and necessary hardware or software updates. Equipment may also require repair or replacement after normal wear and tear, intrinsic malfunctions, or obsolescence.

Good working condition of the Equipment and malfunctions are normally identified by 64seconds via analysis of data, but will also be reported to 64seconds by the Utility.

Factory maintenance may be scheduled as necessary by 64seconds. 64seconds will notify the Utility of the need for factory maintenance and will give at least thirty (30) days written notice using the email address on record of the Principal User. The Utility is responsible for shipping the Equipment for factory maintenance to 64seconds.

The Utility acknowledges that, due to the specialized nature of the Equipment, only 64seconds may perform maintenance of the Equipment and that neither the Utility nor any third party is permitted to perform any maintenance.

## **15. EQUIPMENT REPAIR AND REPLACEMENT**

Maintenance, including factory maintenance, may necessitate the repair or replacement of the Equipment. 64seconds shall, at its sole discretion, repair or replace the Equipment as needed to ensure its good working condition. 64seconds may, at its sole discretion, choose to replace the Equipment with repaired, refurbished, or new Equipment so long as the replaced Equipment remains in good working condition.

## **16. NONCONFORMING EQUIPMENT**

The Parties recognize that Equipment may become nonfunctional and/or unavailable to the Utility for various reasons. If Equipment becomes nonfunctional and/or unavailable to the Utility because of normal wear and tear, intrinsic malfunctions, or obsolescence then such Equipment is considered to be Nonconforming Equipment under the terms of this Agreement.

If Equipment becomes nonfunctional and/or unavailable to the Utility because it has been lost or damaged, whether or not for reasons outside of the Utility's control, or the Equipment requires routine maintenance, then such Equipment is not considered to be Nonconforming Equipment under the terms of this Agreement

## **17. ANALYSIS, STORAGE, AND EXPORT OF ALFX DATA**

64seconds shall provide access to the Service for an unlimited number of Users under the terms of this Agreement.

64seconds shall manage an unlimited amount of ALFX Data unless the amounts of ALFX Data are unusual and excessive such that 64seconds' ability to provide the Service is impaired.

The Utility agrees that 64seconds personnel may process ALFX Data at any time for the purpose of providing the Service.

The Utility accepts that 64seconds is not liable for any damages or losses that may result from the Utility's use of the Service or any inability on the part of the Utility to access ALFX Data at any time.



### **A. Analysis**

64seconds shall provide unlimited analysis of ALFX Data under the terms of this Agreement.

### **B. Storage**

64seconds shall provide secure storage of ALFX Data using third-party internet, web, and cloud services located in the United States, including the use of redundant and archival cloud storage. 64seconds shall use its best efforts to preserve data processed by ALFX Sensors for at least one (1) year and, to the extent possible, for the long term, under the terms of this Agreement.

In the event that ALFX Data is lost or compromised, 64seconds shall use its best efforts to restore lost or compromised ALFX Data. 64seconds shall not be liable for any lost or compromised ALFX Data.

The Parties agree that ALFX Data that is not directly associated with the secure identity of a User will be stored and transmitted in an unencrypted format.

### **C. Export**

The Utility shall be able to export its ALFX Data at any time under the terms of this Agreement using software provided by 64seconds. Exports of ALFX Data will be in a digital format that is readable by both a human and a computer program.

The Parties recognize that exports of ALFX Data can be used to create comprehensive data backups at will, and that such backups may be stored securely and independently of the Service and 64seconds.

## **18. LEVEL OF SERVICE**

### **A. Specification**

This Agreement specifies a level of service sufficient and appropriate to ensure that the Service allows the Utility to achieve the goals of acoustic pipeline surveying, leak detection, and leak pinpointing in the water distribution system.

The scope of the Service provided by 64seconds, under the terms of this Agreement, is: provision and maintenance of Equipment; provision of ALFX software; analysis, storage, and export of ALFX data; training; technical support; annual GIS data importing; and improvements to the Service.

## **B. Delivery of Service**

64seconds has a normal uptime target of 100% for both the ALFX Software and the Equipment and strives for continuous availability of the Service to the Utility, twenty four (24) hours per day, seven (7) days per week.

The Equipment is manufactured and maintained by 64seconds with a goal of 100% uptime. However, this goal does not apply to service interruptions or degradations caused by scheduled routine maintenance, issues within the Utility, or circumstances beyond 64seconds' reasonable control, including natural disasters and acts of government.

64seconds uses third-party mechanisms for distribution, cloud syncing, and web services; and 64seconds uses software frameworks maintained by third parties. ALFX software is developed, maintained, and improved by 64seconds with a goal of 100% uptime. However, this goal does not apply to service interruptions or degradations caused by third-party service failures.

64seconds strives to make training sessions available to the Utility promptly and at the convenience of the Utility. 64seconds schedules one (1) import per year of GIS asset data for the Utility with a target of accomplishing that import within one (1) calendar week after the day that the Utility delivers importable GIS asset data to 64seconds.

64seconds provides technical support during normal business hours and strives to respond to requests for support made via the channel of in-app messaging within twenty four (24) hours. 64seconds shall use its best efforts to respond to support requests through any channel, employing a skilled team and adequate resources.

64seconds schedules factory maintenance at times that will be mutually agreed to by the Parties. 64seconds strives to minimize the time that Equipment will be unavailable to the Utility. 64seconds will use its best efforts to limit the time required in the factory for maintenance of any Equipment to five (5) days, not including shipping time. 64seconds shall use its best efforts to provide unscheduled maintenance, employing a skilled team and adequate resources.

## **C. ALFX Software Performance Metrics**

ALFX Software Uptime is defined as the percentage of time all components of ALFX Software are available to the Utility in all or part of a particular calendar year. The Parties recognize that ALFX Software Uptime shall not be reduced when third-party service failures have occurred or when the Utility has been unable to access the internet or unable to use its own computing devices.

The measurement unit of ALFX Software Uptime is hours. ALFX Software Uptime measurements under this Agreement shall be recorded to the nearest tenth of an hour, aggregated and then rounded upwards to the nearest tenth of an hour.

To illustrate measuring ALFX Software Uptime, if any component of the ALFX Software were to be unavailable to the Utility on one or more occasions for an aggregate total of 87.6 hours during a calendar year, then the ALFX Software Uptime would be  $(8,760 - 87.6) \text{ hours} / 8,760 \text{ hours}$ , that is, 99%.

#### **D. Equipment Performance Metrics**

Equipment Downtime is defined as the percentage of time any Nonconforming Equipment is not in the custody of the Utility. The Parties recognize that Equipment Downtime does not include time for any Equipment that is not Nonconforming or is not available to the Utility because of scheduled factory maintenance. Equipment Downtime starts when the Utility delivers Nonconforming Equipment to an Approved Carrier and ends when replacement Equipment is delivered to the Utility. The measurement unit of Equipment Downtime is days. Equipment Downtime measurements under this Agreement shall be recorded to the nearest day, aggregated and rounded upwards to the nearest integer quantity of days.

To illustrate measuring Equipment Downtime, if the Utility had deployed a Sensor before January 1 and that Sensor is in good working condition for the whole calendar year then the downtime for that Sensor would be 0%. If the Utility had deployed a Sensor on July 1, and subsequently discovered that that Sensor is a Nonconforming Sensor, and delivered the Nonconforming Sensor to an Approved Carrier five (5) days after that discovery, and received a replacement Sensor seven (7) days after that delivery, then the downtime for that Sensor in the calendar year would be  $(7 + 1) \text{ days} / 184 \text{ days}$ , that is, 4.35%. The Equipment Downtime is defined as the average of the downtime of all Sensors that were deployed during all or part of the calendar year.

#### **E. Service and Problem Management**

64seconds shall monitor ALFX Software Uptime and shall record Equipment Downtime using its own processes. The Utility shall report to 64seconds any periods in which ALFX Software is unavailable. 64seconds agrees to use its best efforts to maximize the availability of the Service to the Utility.

The Parties agree, where possible, to resolve issues around availability of the Service collaboratively. The Utility agrees to assist with resolution through timely reporting and taking reasonable steps that are under its control to

maintain or restore the Service. 64seconds agrees to take timely corrective action, wherever possible, and commits to use its best efforts to ensure business continuity and to plan for disaster recovery in order to prevent or mitigate disruptions to the Service.

## **F. Compliance**

At the end of each calendar year, 64seconds agrees that it will issue a software service credit of one percent (1%) of the service fee for each one percent (1%) decrease in ALFX Software Uptime, below ninety nine percent (99%), that may have occurred during that calendar year.

At the end of each calendar year, 64seconds agrees that it will issue an equipment service credit of one percent (1%) of the annual service fee for each one percent (1%) increase in Equipment Downtime, above one percent (1%), that may have occurred during that calendar year.

The sum of any issued software and equipment service credits in a calendar year will be limited to a maximum service credit of five percent (5%). The Utility may apply any service credit to any future invoice from 64seconds.

## **19. PRIVACY**

When a User first accesses the Service, 64seconds asks for personal data, which is a name, an email address, and a phone number. This personal data is used to create a credentialed identity for signing in to software apps provided by 64seconds and for professional communications. 64seconds shall store personal data in a secure, encrypted format.

A User may delete their personal data at any time. 64seconds will never sell, disclose or use personal data for any purposes other than credentialing and professional communication, unless compelled to do so by a legal authority. Each User creates and controls a password for accessing the Service. This password cannot be accessed, seen, or changed by 64seconds personnel.

64seconds shall not use the Utility's ALFX Data for marketing or any other promotional purposes without the written permission of the Utility.

## **20. SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal, or unenforceable provision.

## **21. HEADINGS**

The headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

## **22. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to a Force Majeure Event. For the purposes of this Agreement, a 'Force Majeure Event' is an event beyond the reasonable control of the affected Party, including but not limited to acts of God, war, floods, earthquakes, hurricanes, pandemics, terrorism, strikes (other than those involving the affected Party's employees), government action or failure of public utilities or networks. Upon occurrence of a Force Majeure Event, the affected Party shall promptly notify the other Party of its inability to perform its obligations and of the expected duration of the delay or failure. The affected Party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance of its obligations as soon as practicable. If the duration of the Force Majeure Event exceeds sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party without any liability.

## **23. DISPUTES**

Either Party shall provide the other Party with written notice of any alleged breach of this Agreement, including a detailed description of the alleged breach and the remedy sought. The Party receiving such notice shall have thirty (30) days from the receipt of such notice to respond and cure the alleged breach, unless such breach cannot be cured within this time frame, in which case the receiving Party shall commence reasonable actions to cure the breach and continue until the breach is cured.

If a dispute arises out of or in connection with this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations within thirty (30) days from the date of the dispute notification.

In the event that a dispute cannot be resolved through direct negotiations, the Parties agree to engage in mediation before a neutral mediator agreed upon by both Parties. The mediation shall be conducted in accordance with the American Arbitration Association's Commercial Mediation Procedures and shall take place within sixty (60) days from the date when negotiations were deemed unsuccessful. The costs of the mediation shall be shared equally between the Parties.

Should mediation fail to resolve the dispute, the Parties may agree to submit the dispute to non binding arbitration under the rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator at a location mutually agreed upon by the Parties. The decision of the arbitrator shall be non binding on the Parties.

In the event that arbitration is not chosen or if an arbitration award is not complied with within thirty (30) days of the award, the Parties may seek legal recourse through litigation according to the governing law of this Agreement. The prevailing Party in any litigation or arbitration shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.

Notwithstanding any provision of this section, the Parties agree that the Service provided under this Agreement shall continue during the course of dispute resolution unless the dispute results in Cancellation or Termination.

## **24. GOVERNING LAW**

This Agreement shall be deemed to have been made in Massachusetts and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, which is the site of 64seconds' main office. This agreement is drafted under the laws of the Commonwealth of Massachusetts and the venue for any legal recourse shall take place under laws as written in Massachusetts and be adjudicated within its jurisdiction.

## **25. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties hereto, and there are no verbal or collateral agreements between them. All preliminary negotiations, representations, and discussions are deemed merged herein.

## **26. DISCLAIMER OF WARRANTIES**

64seconds shall use reasonable skill and due care in providing the Service. The following disclaimers are subject to this express warranty.

The Service is provided in conjunction with products and services of Apple, Amazon, and mobile internet data providers. In providing the Service, 64seconds does not guarantee or warrant the operation of any products and services provided by Apple, Amazon, and mobile internet data providers.

64seconds does not guarantee, represent, or warrant that the Utility's use of the Service will be uninterrupted or error-free. The Utility expressly understands and agrees that 64seconds does not represent or guarantee that

the Service will be free from corruption, attack, viruses, interference, hacking, or other security intrusion, and 64seconds disclaims any liability relating thereto.

## **27. LIMITATION OF LIABILITY**

64seconds shall use reasonable skill and due care in providing the Service. The following limitations do not apply in respect of loss resulting from A)

64seconds' failure to use reasonable skill and due care; B) 64seconds' gross negligence, willful misconduct or fraud; or c) death or personal injury.

The Utility expressly understands and agrees that 64seconds shall not be liable to the Utility for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, cost of procurement of substitute goods or service, or other intangible losses (even if 64seconds has been advised of the possibility of such damages), resulting from A) the use or inability to use the Service; B) any changes made to the Service or any temporary or permanent cessation of the Service or any part thereof; C) the unauthorized access to or alteration of the Utility's transmissions or data; D) the deletion of, corruption of, or failure to store and/or send or receive the Utility's transmission or data on or through the Service; E) statements or conduct of any third party on the Service; and F) any other matter relating to the Service.

## **28. INDEMNITY**

The Utility agrees to defend, indemnify and hold 64seconds, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any content the Utility submits, posts, transmits, or otherwise makes available through the Service; (b) the Utility's use of the Service; (c) any violation by the Utility of this Agreement; (d) any action taken by 64seconds as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) the Utility's violation of any rights of another. This means that the Utility cannot sue 64seconds, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn the Utility, to suspend or terminate the Utility's access to the Service, or to take any other action during the investigation of a suspected violation or as a result of 64seconds' conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive Cancellation or Termination of this Agreement and/or the Utility's use of the Service. The Utility acknowledges that

it is responsible for all use of the Service, and that this Agreement applies to any and all usage of ALFX. The Utility agrees to comply with this Agreement and to defend, indemnify and hold harmless 64seconds from and against any and all claims and demands arising from usage of the Utility's account, whether or not such usage is expressly authorized by the Utility.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above first written.

**64SECONDS, INC.**


**VILLAGE OF PERRY NY**

By: M. Gayle Fitzgerald

BY: \_\_\_\_\_  
(Print Name)

Title: Director of Operations

Title: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Date: May 15, 2025 \_\_\_\_\_

Date: \_\_\_\_\_





**RESOLUTION APPROVING INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF WARSAW**

**WHEREAS**, a new streetsweeper has been purchased and the Village of Perry and Village of Warsaw desire to continue the agreement for joint use of the streetsweeper; and

**BE IT RESOLVED**, the Village of Perry Board hereby approves the Inter-Municipal Agreement with the Village of Warsaw and authorizes the Mayor to execute the agreement.

## INTER-MUNICIPAL AGREEMENT

By and Between  
**THE VILLAGE OF WARSAW**  
And  
**THE VILLAGE OF PERRY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **Village of Warsaw**, with offices located at 15 South Main Street, Warsaw, New York and the **Village of Perry**, with offices located at 46 North Main Street, Perry, New York; and

**WHEREAS**, it is the intent of this Agreement to advance the common purposes of the Village of Warsaw and of the Village of Perry as evidenced by their shared use of certain highway equipment; and

**WHEREAS**, the Village of Warsaw and the Village of Perry are desirous of entering into an Inter-Municipal Agreement for the joint use and control of a certain piece of equipment which shall benefit both municipalities, to wit: a **2007 Allianz Johnston VT650** Street Sweeper; and

**WHEREAS**, this Agreement is entered into pursuant to the authority granted both municipalities under and by virtue of Article 5-G of the General Municipal Law of the State of New York; and

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Village of Warsaw has agreed and shall pay to the Village of Perry the sum of Ten Thousand Dollars (\$10,000.00) for the initial payment of the Street Sweeper. Upon receipt of payment, the Village of Perry shall deliver to the Village of Warsaw a letter evidencing the municipalities' joint ownership of the Street Sweeper. The municipalities further agree that the registration of the Street Sweeper shall remain within the name of the Village of Perry. Joint ownership of the Street Sweeper shall continue until such time as the Sweeper is taken out of service, or upon written agreement of the municipalities, at which time both municipalities shall receive a credit for one-half (1/2) of the salvage value.
2. Any and all operation, maintenance and repair costs including, but not limited to replacement parts shall be shared equally by the Village of Warsaw and by the Village of Perry. It is agreed that the Village of Perry shall assume responsibility for performing routine maintenance and repairs. The Treasurer of the Village of Perry shall be responsible for preparing a regular accounting and shall pay any

and all bills relative to same. An itemized invoice for the Village of Warsaw's share of any costs shall be submitted to the Treasurer/Clerk of the Village of Warsaw on or before the 10<sup>th</sup> day of May of each and every year. The Village of Warsaw shall be responsible for the payment of said invoice(s) on or before the 31<sup>st</sup> day of May of that year.

3. Relative to the training necessary for the operation of the Street Sweeper, it is agreed that between the 1<sup>st</sup> day of June 2025 through the 1<sup>st</sup> day of September 2025 an employee from each municipality shall both operate the machine. Thereafter, each municipality shall name and furnish a dedicated operator when the Street Sweeper is being used within that particular municipality.
4. It is further agreed that the Street Sweeper shall be principally housed within the Village of Warsaw with the exception of extended use within the Village of Perry during which the Village of Perry shall be responsible for the storage and protection of the equipment.
5. Each municipality shall be responsible for the replacement of any fuel, oil, etc. which is consumed while the Street Sweeper is being used within that municipality.
6. The municipalities further agree that the Village of Warsaw and the Village of Perry may create a capital reserve fund for the sole purpose of paying for any future repairs and/or for the replacement of the Street Sweeper.
7. The Superintendents of the Village of Warsaw and of the Village of Perry shall meet regularly to schedule the use of the Street Sweeper by both municipalities in such a manner as to ensure the fair and equitable use of the equipment by both municipalities.
8. The Village of Warsaw's insurance carrier will be responsible with any claims while the vehicle is operated by a Village of Warsaw employee. The Village of Perry's insurance carrier will be responsible for any claims while the vehicle is operated by a Village of Perry employee.

SEAL:

---

Dan Burling, Mayor  
Village of Warsaw

---

Attest, Village Clerk

SEAL:

---

Rick Hauser, Mayor  
Village of Perry

---

Attest, Village Clerk

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF WYOMING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came, Dan Burling, to me personally known and known to me to be the Mayor of the Village of Warsaw, who, being by me duly sworn, did depose and say that he resides in the Village of Warsaw, County of Wyoming and State of New York, and that he is the Mayor of the Village of Warsaw, the municipal corporation described in, and which executed, the within Instrument; that he knows the seal of said municipal corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by Resolution of the Village board of said municipal corporation; and that he signed his name thereto by like order.

---

Notary Public

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF WYOMING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came, Rick Hauser, to me personally known and known to me to be the Mayor of the Village of Perry, who, being by me duly sworn, did depose and say that he resides in the Village of Perry, County of Wyoming and State of New York, and that he is the Mayor of the Village of Perry, the municipal corporation described in, and which executed, the within Instrument; that he knows the seal of said municipal corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by Resolution of the Village board of said municipal corporation; and that he signed his name thereto by like order.

---

Notary Public



**RESOLUTION APPROVING PERRY CENTRAL SCHOOL VOLLEYBALL TEAM REQUEST**

**WHEREAS**, the Perry Central School Volleyball team is organizing a grass volleyball tournament on August 3, 2025 at the Perry Village Park; and

**WHEREAS**, the Parks Committee is suggesting waiving the fee for use of the field; and

**NOW, THEREFORE BE IT RESOLVED**, the Village of Perry Board hereby accepts the Perry Central School Volleyball Team reservation request and approves waiving the fee for the use of the field.



**RESOLUTION APPROVING EMPLOYEE HANDBOOK UPDATES**

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

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

# NON-UNION EMPLOYMENT MANUAL

---

---

## VILLAGE OF PERRY

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

- Amended February 2, 2010
- Amended March 15, 2010
- Amended October 3, 2016
- Amended March 6, 2017
- Amended September 25, 2020
- Amended July 7, 2025

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Formatted: Font: 10 pt

**Village of Perry**  
**NON-UNION EMPLOYMENT MANUAL**  
**Table of Contents**

<b>CHAPTER 1 INTRODUCTION</b>	<b><a href="#">24</a></b>
1.1 General Purpose of Manual	<a href="#">24</a>
1.2 Employment Manual Disclaimers	<a href="#">24</a>
1.3 Definitions	<a href="#">35</a>
1.4 Employee Classifications	<a href="#">35</a>
<b>CHAPTER 2 PERSONNEL PROCEDURES</b>	<b><a href="#">35</a></b>
2.1 Performance Appraisal	<a href="#">35</a>
2.2 Personnel File	<a href="#">26</a>
2.3 Rules of Conduct	<a href="#">26</a>
<b>CHAPTER 3 OPERATIONAL POLICIES</b>	<b><a href="#">48</a></b>
3.1 Hours of Work	<a href="#">48</a>
3.2 Notification of Absence	<a href="#">48</a>
3.3 Meal and Rest Periods	<a href="#">58</a>
3.4 Emergency Closings	<a href="#">610</a>
3.5 Time Records	<a href="#">711</a>
3.6 Supplies, Tools, and Equipment	<a href="#">711</a>
3.7 Vehicle Usage Policy	<a href="#">812</a>
3.8 Telephone / Cell Phone Usage	<a href="#">913</a>
3.9 Computer Systems	<a href="#">1014</a>
3.10 Internet Systems	<a href="#">1014</a>



3.11	Unauthorized Work _____	1014
3.12	Outside Employment _____	1115
3.13	Personal Property _____	1115
3.14	Expense Reimbursement _____	15
3.15	Credit Cards _____	16
3.16	Social Media _____	17
3.17	Cash Receipts and Disbursements Policy _____	18
3.18	Fund Balance Policy _____	20
3.19	Capital Assets Policy _____	21
<b>CHAPTER 4 COMPENSATION _____</b>		<b>1822</b>
4.1	Wage and Salary Rates _____	1822
4.2	Longevity _____	122
<b>CHAPTER 5 PAID LEAVE _____</b>		<b>223</b>
5.1	Holidays _____	223
5.2	Vacation Leave _____	223
5.3	Sick Leave _____	425
5.4	Personal Leave _____	526
5.5	Bereavement Leave _____	526
5.6	Jury Duty _____	627
5.7	Leave for Cancer Screening _____	27
5.8	Compensatory Time _____	28
<b>CHAPTER 6 UNPAID LEAVE _____</b>		<b>7329</b>
6.1	Leaves of Absence Without Pay _____	829
6.2	Military Leave and Military Leave of Absence _____	29
6.3	Family and Medical Leave Act _____	30

**Formatted:** Check spelling and grammar

**Formatted:** Normal, Tab stops: Not at 0.46" + 6.49"

**Formatted:** Font: 11 pt, Check spelling and grammar, Condensed by 0.15 pt

**Formatted:** Normal, Tab stops: Not at 0.46" + 6.49"

**Formatted:** Font: 11 pt, Check spelling and grammar, Condensed by 0.15 pt

**Formatted:** Normal, Tab stops: Not at 0.46" + 6.49"

6.4 Family and Medical Leave Policy 30

6.5 Leave for Blood Donations 34

## CHAPTER 7 INSURANCE 236

7.1 Medical & Dental Insurance 236

7.2 Pre-Tax Medical & Dependent Care Accounts 236

7.3 Workers' Compensation Insurance 337

7.4 Short-Term Disability Insurance 438

7.5 Medical Insurance Opt-Out 38

## CHAPTER 8 RETIREMENT BENEFITS 240

8.1 Medical Insurance for Retired Employees 240

**Formatted:** Font: 11 pt, Check spelling and grammar,  
Condensed by 0.15 pt

**Formatted:** Normal, Tab stops: Not at 0.46" + 6.49"

## **CHAPTER 9 COMPLIANCE POLICIES** \_\_\_\_\_ **141**

9.1 The Americans with Disabilities Act \_\_\_\_\_ **141**

9.2 Equal Employment Opportunity \_\_\_\_\_ **141**

9.3 Fair Treatment \_\_\_\_\_ **242**

9.4 Sexual Harassment \_\_\_\_\_ **242**

9.5 Complaint Procedure and Investigations \_\_\_\_\_ **242**

9.6 Drug-Free Workplace \_\_\_\_\_ **343**

9.7 Workplace Violence Prevention \_\_\_\_\_ **43**

## **CHAPTER 10 DISPUTE RESOLUTION** \_\_\_\_\_ **244**

10.1 Dispute Resolution Procedure \_\_\_\_\_ **244**

10.2 Corrective Action and Discipline \_\_\_\_\_ **442**

10.3 Civil Service Law – Section 75 \_\_\_\_\_ **345**

**Formatted:** Font: 11 pt, Check spelling and grammar,  
Condensed by 0.15 pt

**Formatted:** Normal, Tab stops: Not at 0.46" + 6.49"

## CHAPTER 1 INTRODUCTION

---

### 1.1 General Purpose of Manual

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

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

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

### 1.2 Non-Union Employment Manual Disclaimers

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

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

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

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

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

## 1.3 Definitions

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

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

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

## 1.4 Employee Classifications

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

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

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

## CHAPTER 2 PERSONNEL PROCEDURES

---

### 2.1 Performance Appraisal

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

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

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

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

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

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

## **2.2 Personnel File**

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

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

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

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

## **2.3 Rules of Conduct**

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

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

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

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

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

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

## CHAPTER 3 OPERATIONAL POLICIES

---

### 3.1 Hours of Work

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

### 3.2 Notification of Absence

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

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

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



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

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

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

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

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

**3.2.4 Early Departure:** In the event an employee must leave work during the workday, the employee must notify their ~~Village Clerk~~ Department Head.

### 3.3 Meal and Rest Periods

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

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

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

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

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

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

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

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

### **3.4 Emergency Closings**

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

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

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

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

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

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

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

### **3.5 Time Records**

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

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

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

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

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

### **3.6 Supplies, Tools, and Equipment**

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

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

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

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

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

### **3.7 Vehicle Usage Policy**

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

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

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

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

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

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

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

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

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

## **3.8 Telephone / Cell Phone Usage**

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

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

### 3.9 Computer Systems

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

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

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

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

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

### 3.10 Internet Systems

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

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

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

### 3.11 Unauthorized Work

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

### 3.12 Outside Employment

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

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

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

### 3.13 Personal Property

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

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

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

### 3.14 Expense Reimbursement

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

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

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

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

### 3.156 Credit Cards

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

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

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

### Procedure

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

**Formatted:** Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** List Paragraph, No bullets or numbering

**Formatted:** List Paragraph, No bullets or numbering



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

Formatted: Indent: Left: 1", No bullets or numbering

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

Formatted: Indent: Left: 0.5", No bullets or numbering

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

Formatted: List Paragraph, No bullets or numbering

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

Formatted: List Paragraph, No bullets or numbering

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

Formatted: List Paragraph, No bullets or numbering

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

Formatted: List Paragraph, No bullets or numbering

### **3.167 Social Media**

Formatted: Font: Bold

Policy Statement – The purpose of the policy is to provide the framework for employee usage of Social Media, both inside and outside the workplace. Social Media in general refers to internet based applications that allow for the creation and exchange of user generated content. Examples of Social Media include, but are not limited to: Facebook, Twitter, MySpace, LinkedIn, Instagram, Flickr, Snapchat, YouTube, web blogs, and web based wikis whereby users can add, modify, or delete its content via a web browser.

Usage – All employees are strictly prohibited from accessing Social Media sites from Village-owned computers or communication systems. The only exception to this rule is when the use is directly pertinent to Village business.

Posting Content on Social Media (regardless of point of access) – The following uses of Social Media are prohibited. These terms pertain to content posted from computers or communication systems that are not Village owned, as well as those that are Village property.

This list is meant to be illustrative, and not exhaustive.

- Disclosing confidential or proprietary information pertaining to matters of the Village that is not otherwise deemed accessible to the general public under the Freedom of Information Law (Public Officers Law Article 6, §§84-90).
- Matters which will imperil the public safety if disclosed.
- Promoting or endorsing any illegal activities.
- Threatening, promoting, or endorsing violence.
- Directing comments, or sharing images that are discriminatory or insensitive to any individual or group based on race, religion, gender, disability, sexual orientation, national origin, or any other characteristic protected by law.
- Knowingly making false or misleading statements about the Village, or its employees, services, or Elected Officials.
- Posting, uploading, or sharing images that have been taken while performing duties as an agent of the Village, or while wearing Village uniforms – the only exception to this rule is when it is directly pertinent to Village business and such posting, uploading, or sharing of images is authorized in advance by the appropriate Department Head.
- Representing that an opinion or statement is the policy or view of the Village, or of any individual acting in their capacity as a Village employee or official, or otherwise on behalf of the Village, when that is not the case.
- Posting anything in the name of the Village or in a manner that could reasonably be attributed to the Village without prior written authorization from the applicable Department Head.
- Using the name of the Village or a Village e-mail address in conjunction with a personal blog or Social Media account.

Formatted: Indent: Left: 0.5"

An employee's Social Media usage must comply with Village policies pertaining to but not limited to Non-Discrimination and Harassment, Confidentiality, Violence in the Workplace, and Substance Abuse. Any harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, outside of the workplace, using computers or communication systems that are not Village-owned.

Formatted: Indent: Left: 0"

Notwithstanding the above, nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Nor is it meant to imply any restriction or diminishment of an employee's right to appropriately engage in protected concerted activity under law. Village employees have the right to engage in or refrain from such activities as they choose.

Reporting of Violations – Anyone with information as to a violation of this policy is to report said information to the appropriate Department Head. Once the Department Head is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin.

Disciplinary Action – An employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

### **3.17. Cash Receipts and Disbursements Policy**

Formatted: Font: Bold

Formatted: Font: Bold

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

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

## 1. Cash Receipts

### a. Acceptable Forms of Receipts:

- Cash
- Checks
- ACH transfers
- Credit card payments

### b. Procedure:

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

### c. Responsibilities:

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

## 2. Cash Disbursements

### a. Payment Methods:

- Checks
- EFT/ACH transfers
- Village credit cards

### b. Authorization and Approval:

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

### c. Check Control:

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

## 3. Recordkeeping and Reconciliation

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

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Indent: Left: 0.5"

Formatted: Tab stops: Not at 1"

Formatted: Indent: Left: 1", No bullets or numbering, Tab stops: Not at 1"

Formatted: Tab stops: Not at 0.5"

Formatted: Indent: Left: 1", No bullets or numbering, Tab stops: Not at 1"

Formatted: Indent: Left: 0.75", No bullets or numbering

#### 4. Internal Controls

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

#### 5. Policy Review

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

Formatted: Indent: Left: 0.5"

#### 3.18 Fund Balance Policy

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

Formatted: Font: Bold

Formatted: Font: Bold

#### 3.19 Capital Assets Policy

##### 1. Purpose

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

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 0.5"

##### 2. Scope

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

Formatted: Indent: Left: 0.5"

##### 3. Definition of Capital Fixed Assets

Capital fixed assets are tangible assets that:

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

Formatted: Indent: Left: 0.75", No bullets or numbering, Tab stops: Not at 1"

##### 4. Capitalization Threshold

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

Formatted Table

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

Formatted: Justified

##### 5. Asset Acquisition

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

Formatted: Indent: Left: 0.75", No bullets or numbering, Tab stops: Not at 1"

##### 6. Depreciation

- Depreciation will be calculated using the straight-line method unless otherwise noted.

- Salvage value, if applicable, will be subtracted before calculating depreciation.
- Land is not depreciated.

#### 7. Inventory

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

#### 8. Asset Disposal

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

#### 9. Responsibilities

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

#### 10. Policy Review

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

**Formatted:** Indent: Left: 1", No bullets or numbering, Tab stops: Not at 1"

**Formatted:** Font: Bold

**Formatted:** No bullets or numbering, Tab stops: Not at 1.25"

**Formatted:** Indent: Left: 1.25", No bullets or numbering, Tab stops: Not at 1.25"

**Formatted:** Indent: Left: 1", No bullets or numbering

## CHAPTER 4 COMPENSATION

### 4.1 Wage and Salary Rates

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

### 4.2 Longevity

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

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

## CHAPTER 5 PAID LEAVE

---

### 5.1 Holidays

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

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

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

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

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

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

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

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

### 5.2 Vacation Leave

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

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

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

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

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

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

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

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

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

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



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

### 5.3 Sick Leave

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

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

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

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

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

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

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

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

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

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

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

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

## **5.4 Personal Leave**

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

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

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

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

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

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

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

## **5.5 Bereavement Leave**

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

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

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

Formatted: Numbered + Level: 1 + Numbering Style: Bullet + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

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

- SiblingAunt
- GrandchildCousin
- GrandparentNephew
- Spouse's ParentUncle
- Child's SpouseNiece

Formatted Table

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

## 5.6 Jury Duty

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

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

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

## 5.7 Leave for Cancer Screening

Formatted: Font: Bold

**Policy** – The Village of Perry complies with New York State Civil Service Law which entitles all Village employees to paid leave to undertake screening for breast cancer (under §159-b) and prostate cancer (under §159-c). This leave will not be charged against any available sick, vacation, personal, compensatory or other leave accruals. This does not preclude an employee's option to use other available paid leave for this same purpose.

Formatted: Font: Not Bold

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

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

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

#### **5.89 Compensatory Time**

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

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

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

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

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

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Indent: Left: 0"

## CHAPTER 6 UNPAID LEAVE

---

### 6.1 Leaves of Absence Without Pay

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

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

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

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

### 6.2 Military Leave and Military Leave of Absence

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

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

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

### 6.3 Family and Medical Leave Act

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

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

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

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

Formatted: Indent: Left: 0.5"

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

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

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

### 6.4 Family and Medical Leave Policy

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

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

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

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

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

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

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

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

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

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

Formatted: Indent: Left: 1"

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

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

Formatted: Indent: Left: 1"

\* A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity that also involves continuing treatment by a health care provider;

\* A period of incapacity due to pregnancy or prenatal care;

\* A period of incapacity or treatment for such incapacity due to a chronic serious health condition;

\* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or

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

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

• Family Member will mean and refer to:

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

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

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

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

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

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

- The date the medical condition began;
- The probable duration of the medical condition;
- Pertinent medical facts; and,

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### 6.5 Leave for Blood Donations

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

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

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

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

---

## CHAPTER 7     INSURANCE

---

### 7.1     Medical & Dental Insurance

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

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

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

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

#### 7.1.4 Premium Payment:

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

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

### 7.2     Pre-Tax Medical & Dependent Care Accounts

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

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

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

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

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

### **7.3 Workers' Compensation Insurance**

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

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

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

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

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

## **7.4 Short-Term Disability Insurance**

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

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

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

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

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

## **7.5 Medical Insurance Opt-Out**

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

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

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

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

## CHAPTER 8 RETIREMENT BENEFITS

---

### 8.1 Medical Insurance for Retired Employees

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

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

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

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

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

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

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



## CHAPTER 9 COMPLIANCE POLICIES

---

### 9.1 The Americans with Disabilities Act

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

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

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

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

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

### 9.2 Equal Employment Opportunity

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

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

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

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

### 9.3 Fair Treatment

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

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

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

### 9.4 Sexual Harassment

**9.4.1 Policy Statement:** See Sexual Harassment Policy adopted by the Village Board of Trustees ~~on March 15, 2004.~~

### 9.5 Complaint Procedure and Investigations

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

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

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

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

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

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

## **9.6 Drug-Free and Alcohol-Free Workplace**

**9.6.1 Policy Statement:** See Drug-Free and Alcohol-Free Workplace Policy adopted by the Village Board of Trustees ~~on February 6, 2006.~~

## **9.7 Workplace Violence Prevention**

**9.7.1 Policy Statement:** See Workplace Violence Prevention Policy adopted by the Village Board of Trustees.

Formatted: Font: Bold

Formatted: Font: Bold

## CAPTER 10      DISPUTE RESOLUTION

---

### 10.1 Dispute Resolution Procedure

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

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

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

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

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

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

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

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

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

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

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

### 10.2 Corrective Action and Discipline

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

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

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

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

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

### **10.3 Civil Service Law – Section 75**

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

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

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

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

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

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

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

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

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

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

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

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

## **VILLAGE OF PERRY**

### **NON-UNION EMPLOYMENT MANUAL ACKNOWLEDGMENT**

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

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

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

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

\_\_\_\_\_  
Employee name (please print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date of Signature





**RESOLUTION ADOPTING UPDATED VILLAGE OF PERRY DEPARTMENT OF PUBLIC WORKS FEE SCHEDULE**

**WHEREAS**, the Village Administrator has provided an updated Department of Public Works Fee Schedule for consideration; and

**BE IT RESOLVED**, the Village of Perry Board of Trustees hereby adopts the Department of Public Works Fee Schedule effective July 7, 2025.



## Village of Perry Fee Schedule

(Effective July 7, 2025)

No permit or certificate shall be issued, no approval shall be granted, no application shall be considered complete, no park reservation shall be confirmed, and no public hearing shall be scheduled or held until the fees, as established by the Village Board, have been paid in full. Accepted forms of payment are cash and check.

DEPARTMENT OF PUBLIC WORKS	
Equipment:	Cost Per Hour:
Loader	\$125.00
Sewer Jet Machine	\$75.00
Excavator	\$75.00
Backhoe	\$75.00
Lawn Mower	\$60.00
Ventrac	\$60.00
Bucket Truck	\$60.00
Dump/Plow Truck	\$50.00
Pickup Truck	\$40.00
Chain Saw	\$25.00
Pole Saw	\$25.00
16-ton Trailer	\$20.00
Backpack Blower	\$15.00
Weed Eater	\$15.00
Utility Trailer	\$10.00
Labor (2 hour minimum)	\$40.00 / hour \$60.00 / hour (overtime rate)
Sidewalk Express	\$15.00 / linear foot
Dumpster Charges for Garbage Removal	\$100.00 / full dumpster *can be prorated (ex: ¼ dumpster = \$25.00)*



### **RESOLUTION AUTHORIZING CHARGES FOR GARBAGE REMOVAL**

**WHEREAS**, Chapter 465-14 A of the Village of Perry Code states that all exterior of the premises shall be kept free from hazards including garbage, solid waste, hazardous waste and trash; and

**WHEREAS**, garbage will be permitted adjacent to the roadway on the day before and on the night hours of pickup only; and

**WHEREAS**, on June 9, 2025, a large pile of miscellaneous garbage was observed at 14 Water St. (tax map no. 100.8-2-35) adjacent to the roadway; and

**WHEREAS**, on July 2, 2025, a large trash item was observed at 70 Water St. (tax map no. 100.8-2-49) adjacent to the roadway; and

**WHEREAS**, on July 2, 2025, a large trash item was observed at 140 Water St. (tax map no. 88.20-3-1) adjacent to the roadway; and

**WHEREAS**, notices were placed at all properties with a 24-hour time frame for removal; and

**WHEREAS**, since the items were not removed within the designated time frame, the Village of Perry DPW removed the items; and

**WHEREAS**, per Chapter 465-18 all costs incurred by the Village of Perry for such removal including but not limited to; labor, fuel, tipping fees, benefits, tax and insurance, shall be assessed against the owner of said property; and

**BE IT RESOLVED**, that the Village of Perry Board of Trustees hereby authorizes the Village Clerk's Office to produce a bill for 14 Water St. for costs associated with garbage removal totaling \$410.00; and

**BE IT RESOLVED**, that the Village of Perry Board of Trustees hereby authorizes the Village Clerk's Office to produce a bill for 70 Water St. for costs associated with garbage removal totaling \$96.25; and

**BE IT RESOLVED**, that the Village of Perry Board of Trustees hereby authorizes the Village Clerk's Office to produce a bill for 140 Water St. for costs associated with garbage removal totaling \$108.75.



**RESOLUTION CREATING PROJECT BUDGET FOR THE DOWNTOWN REVITALIZATION INITIATIVE SMALL PROJECT FUND**

**WHEREAS**, the Village of Perry has been awarded a Small Project Fund through the Downtown Revitalization Initiative; and

**WHEREAS**, the Village Administrator has proposed a budget based on the grant agreement for the project as follows:

**REVENUE:**

CD3089	State Aid (DRI)	\$ 495,000.00
		\$ 495,000.00

**EXPENDITURES:**

CD8668.2	Small Project Fund – Rehabilitation	\$ 445,500.00
CD8668.4	Small Project Fund – Administration	\$ 49,500.00
		\$ 495,000.00

<b>TOTAL PROJECT BUDGET</b>	<b>\$ 495,000.00</b>
	; and

**BE IT RESOLVED**, the Village of Perry Board of Trustees hereby authorizes the project budget for the Small Project Fund; and

**BE IT RESOLVED**, the Village Clerk is directed to provide a copy of this resolution to the Village Administrator.



**RESOLUTION APPROVING CORRECTION TO BUDGET TRANSFER TO THE 2024-2025 VILLAGE BUDGET AND ENCUMBRANCE TO THE 2025-2026 FISCAL YEAR**

**WHEREAS**, the Village Administrator is requesting a correction to a previous budget transfer to the 2024-2025 fiscal year:

**General Fund:**

Increase:	A1670.4 (Central Mail & Print – Contractual)	\$1,379.26	
Decrease:	A1680.4 (Data Processing – Contractual)		\$1,058.00
Decrease:	A1325.4 (Treasurer – Contractual)		<del>\$142.02</del> <b>\$321.26</b>

**WHEREAS**, the Village Administrator is requesting a correction to a previous encumbrance journal for the 2024-2025 and 2025-2026 fiscal years:

Description	Amount to Encumber	2024-2025 Budget Account	2025-2026 Budget Account
<b>General Fund:</b>			
PD Equipment – Vests & Bike	\$8,151.34	<del>A3120.1</del> <b>A3120.4</b>	A3120.4

**BE IT RESOLVED**, that the Village of Perry Board of Trustees hereby approve the corrections noted above; and

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

**Abstract # 003**  
**Summary by Fund**

07/03/2025  
16:08:38

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	22,682.34	103,537.91	126,220.25
CD	SPECIAL GRANT FUND		7,740.25	7,740.25
F	WATER FUND	46,375.00	29,439.74	75,814.74
G	SEWER FUND	3,020.10	21,706.39	24,726.49
HF	WATER TREATMENT PLANT PROJECT		310.50	310.50
HS	CAPITAL PROJECT - SEWER IMPROV		776.25	776.25
JA	SILVER LAKE WATERSHED COMMISSI		37.99	37.99
TA	TRUST & AGENCY		6,819.69	6,819.69
<b>Total:</b>		<b>72,077.44</b>	<b>170,368.72</b>	<b>242,446.16</b>

Vouchers #43-181 were audited by Trustee Bouchard.

Debt service payments were made for the water fund totaling \$46,375.00

07-03-25

16:14:01

**Village of Perry - 2025 - 2026 - Village Tax Collection**  
**Trial Balance - All Swis Codes**  
07-03-25

Original Warrant	2,564,414.63
Adjustments	1,879.10
=====	
Adjusted Warrant	2,566,293.73
Full Payments	2,256,345.36
Penalties	156.76
=====	
Total Collections	2,256,502.12
Taxes Outstanding	309,948.37

## Fund Performance for 2024-2025 Fiscal Year

### General

Revenues	\$	3,404,388
Expenditures	\$	3,246,043
2024-2025 Operating net increase	\$	<b>158,345</b>
Unallocated fund balance increase	\$	<b>130,167</b>
Total unallocated fund balance	\$	1,057,391
Range is \$512,233 - \$1,024,466		

### Water

Revenues	\$	835,578
Expenditures	\$	694,065
2024-2025 Operating net increase	\$	<b>141,513</b>
Unallocated fund balance increase	\$	<b>149,808</b>
Total unallocated fund balance	\$	1,041,347
Range is \$169,576 - \$296,759		

### Sewer

Revenues	\$	1,178,034
Expenditures	\$	1,159,803
2024-2025 Operating net increase	\$	<b>18,231</b>
Unallocated fund balance increase	\$	<b>15,861</b>
Total unallocated fund balance	\$	598,294
Range is \$235,699 - \$412,743		

**FUND BALANCE AS OF MAY 31, 2025**

<b><u>GENERAL FUND</u></b>	<b><u>31-May-24</u></b>	<b><u>31-May-25</u></b>	<b><u>Projected Increases/ Decreases</u></b>	<b><u>Projected balance</u></b>
<i>Nonspendable</i>				
Notes receivable				
<i>Restricted</i>				
Equipment	\$ 223,265	\$ 243,358		\$ 243,358
Fire Apparatus	\$ 81,487	\$ 85,321		\$ 85,321
Repair	\$ 107,989	\$ 77,081		\$ 77,081
Employee Benefits and acc. Lia	\$ 41,739	\$ 43,702		\$ 43,702
Park Capital	\$ 10,926	\$ 37,104		\$ 37,104
<i>Other</i>				
Assigned (encumbrances)	\$ 71,732	\$ 78,749		\$ 78,749
Unassigned	\$ 926,894	\$ 1,057,391	\$ (75,000)	\$ 982,391
<b>Total fund balance and reserv</b>	<b>\$ 1,464,031</b>	<b>\$ 1,622,706</b>	<b>\$ (75,000)</b>	<b>\$ 1,547,706</b>
*Decrease in Unassigned FB = \$75K Boardwalk				
	Total 2025-2026 Adopted Appropriations			\$ 3,414,885
			15%	30%
	Range for unrestricted			\$ 512,233
	Total Unrestricted FB			\$ 982,391

<b><u>WATER FUND</u></b>				
<i>Restricted</i>				
Capital Reserve	\$ 95,191	\$ 99,669		\$ 99,669
<i>Other</i>				
Assigned (encumbrances)	\$ 45,000	\$ 32,228		
Unassigned	\$ 891,539	\$ 1,041,347		\$ 1,041,347
<b>Total fund balance and reserv</b>	<b>\$ 1,031,731</b>	<b>\$ 1,173,244</b>	<b>\$ -</b>	<b>\$ 1,141,016</b>
	Total 2025-2026 Adopted Appropriations			\$ 847,882
			20%	35%
	Range for unrestricted			\$ 169,576
	Total Unrestricted FB			\$ 1,041,347

<b><u>SEWER FUND</u></b>				
<i>Restricted</i>				
Capital Reserve	\$ 176,933	\$ 185,308		\$ 185,308
<i>Other</i>				
Assigned (encumbrances)	\$ 3,700			
Unassigned	\$ 582,433	\$ 598,294		\$ 598,294
<b>Total fund balance and reserv</b>	<b>\$ 763,066</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 783,602</b>
	Total 2025-2026 Adopted Appropriations			\$ 1,178,493
			20%	35%
	Range for unrestricted			\$ 235,699
	Total Unrestricted FB			\$ 598,294



# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF REVENUES 2024-2025 Year End

		Modified budget	Earned 2024-25	Unearned Balance	%
<b>REAL PROPERTY TAXES</b>					
A1001	REAL PROPERTY TAXES	2,294,135.00	2,294,135.38	-0.38	0.0
	TOTAL REAL PROPERTY TAXES	2,294,135.00	2,294,135.38	-0.38	0.0
<b>REAL PROPERTY TAX ITEMS</b>					
A1081	OTHER PAYMENTS IN LIEU OF TAXES	55,778.00	80,002.31	-24,224.31	0.0
A1089	OTHER TAX ITEMS	10,903.00	10,902.87	0.13	0.0
A1090	INTEREST & PENALTIES ON REAL PROP TAXES	17,000.00	17,605.13	-605.13	0.0
	TOTAL REAL PROPERTY TAX ITEMS	83,681.00	108,510.31	-24,829.31	0.0
<b>NON-PROPERTY TAX ITEMS</b>					
A1130	UTILITIES GROSS RECEIPTS TAX	38,000.00	39,969.66	-1,969.66	0.0
A1170	FRANCHISE TAXES	44,000.00	37,167.91	6,832.09	15.5
	TOTAL NON-PROPERTY TAX ITEMS	82,000.00	77,137.57	4,862.43	5.9
<b>DEPARTMENTAL INCOME</b>					
A1230	TREASURER FEES	0.00	0.00	0.00	0.0
A1255	CLERK FEES	750.00	886.00	-136.00	0.0
A1289	OTHER GOVERNMENT INCOME	0.00	490.00	-490.00	0.0
A1520	POLICE FEES	200.00	95.00	105.00	52.5
A1589	PUBLIC SAVETY MISC INCOME	0.00	6,164.62	-6,164.62	0.0
A1601	PUBLIC HEALTH FEES	1,800.00	1,500.00	300.00	16.7
A1710	PUBLIC WORK CHARGES	6,000.00	5,397.50	602.50	10.0
A1789	OTHER TRANSPORTATION INCOME ELEC STA	1,000.00	1,260.77	-260.77	0.0
A2001	PARK & RECREATION CHARGES	4,500.00	4,565.00	-65.00	0.0
A2001A	PARK & RECREAT CHARGES - SEA SERPENT	0.00	0.00	0.00	0.0
A2070	CONTRIBUTIONS BY PRIVATE AGENCIES	0.00	0.00	0.00	0.0
A2110	ZONING FEES	2,750.00	3,863.20	-1,113.20	0.0
	TOTAL DEPARTMENTAL INCOME	17,000.00	24,222.09	-7,222.09	0.0
<b>INTERGOVERNMENTAL CHARGES</b>					
A2260	WYOMING COUNTY STOP DWI	5,000.00	10,193.74	-5,193.74	0.0
A2262	FIRE PROTECTION SERV - OTHER GOVT	53,500.00	55,000.00	-1,500.00	0.0
A2302	SNOW REMOVAL	20,100.00	13,831.97	6,268.03	31.2
A2389	HOME & COMMUNITY - TASK FORCE	0.00	0.00	0.00	0.0
A2389B	HOME & COMMUNITY - SRO	71,000.00	70,165.66	834.34	1.2
A2390	SHARED JOINT ACTIVITY - TOWN OF PERRY	0.00	0.00	0.00	0.0
	TOTAL INTERGOVERNMENTAL CHARGES	149,600.00	149,191.37	408.63	0.3
<b>USE OF MONEY AND PROPERTY</b>					
A2401	INTEREST & EARNINGS	72,719.00	98,047.92	-25,328.92	0.0
A2401R	INTEREST & EARNINGS - RESERVE FUNDS	0.00	21,159.98	-21,159.98	0.0

# VILLAGE OF PERRY

## GENERAL FUND

### DETAIL OF REVENUES

2024-2025 Year End

		Modified budget	Earned 2024-25	Unearned Balance	%
A2410	RENTAL OF REAL PROPERTY	4,800.00	4,800.00	0.00	0.0
A2414	RENTAL OF EQUIPMENT	32,500.00	30,328.36	2,171.64	6.7
	TOTAL USE OF MONEY AND PROPERTY	110,019.00	154,336.26	-44,317.26	0.0
<b>LICENSES AND PERMITS</b>					
A2530	GAMES OF CHANCE	75.00	75.00	0.00	0.0
	TOTAL LICENSES AND PERMITS	75.00	75.00	0.00	0.0
<b>FINES AND FORFEITURES</b>					
A2610	FINES & FORFEITED BAIL	120,000.00	170,235.41	-50,235.41	0.0
	TOTAL FINES AND FORFEITURES	120,000.00	170,235.41	-50,235.41	0.0
<b>SALE OF PROPERTY &amp; COMPENSATION FOR LOSS</b>					
A2650	SALES OF SCRAP & EXCESS MATERIALS	3,500.00	570.30	2,929.70	83.7
A2665	SALE OF EQUIPMENT	10,000.00	0.00	10,000.00	100.0
A2680	INSURANCE RECOVERIES	69,142.65	72,779.16	-3,636.51	0.0
A2690	OTHER COMPENSATION FOR LOSS	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	82,642.65	73,349.46	9,293.19	11.2
<b>MISCELLANEOUS LOCAL SOURCES</b>					
A2701	REFUNDS OF PRIOR YEARS EXPENS	0.00	10,575.37	-10,575.37	0.0
A2705	GIFTS & DONATIONS	0.00	0.00	0.00	0.0
A2750	AIM RELATED PAYMENTS	30,057.00	0.00	30,057.00	100.0
A2770	UNCLASSIFIED REVENUES	0.00	7,906.06	-7,906.06	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	30,057.00	18,481.43	11,575.57	38.5
<b>INTERFUND REVENUES</b>					
A2801	INTERFUND REVENUES	0.00	0.00	0.00	0.0
	TOTAL INTERFUND REVENUES	0.00	0.00	0.00	0.0
<b>STATE AID</b>					
A3001	STATE REVENUE SHARING	0.00	30,057.00	-30,057.00	0.0
A3005	MORTGAGE TAX	15,000.00	10,844.08	4,155.92	27.7
A3021	JCAP GRANT	3,404.03	3,404.03	0.00	0.0
A3089	STATE AID	0.00	2,103.00	-2,103.00	0.0
A3089B	DEC GRANT - TREE INVENTORY	0.00	0.00	0.00	0.0
A3389	STATE AID - PUBLIC SAFETY	9,000.00	0.00	9,000.00	100.0
A3501	CONSOLIDATED HIGHWAY AID	178,377.50	176,327.50	2,050.00	1.1
A3897	CULT & RECREAT CAPITAL GRANTS	0.00	0.00	0.00	0.0
	TOTAL STATE AID	205,781.53	222,735.61	-16,954.08	0.0
<b>FEDERAL AID</b>					
A4089	FEDERAL AID, OTHER	111,978.00	111,978.00	0.00	0.0
A4389	FED AID - PUBLIC SAFETY	2,500.00	0.00	2,500.00	100.0
A4389A	US DEPT OF JUSTICE - BVP PROGRAM	0.00	0.00	0.00	0.0

VILLAGE OF PERRY

GENERAL FUND

DETAIL OF REVENUES

2024-2025 Year End

		Modified budget	Earned 2024-25	Unearned Balance	%
TOTAL FEDERAL AID		114,478.00	111,978.00	2,500.00	2.2
INTERFUND TRANSFERS					
A5031	INTERFUND TRANSFER - CAPITAL PROJECTS	0.00	0.00	0.00	0.0
TOTAL INTERFUND TRANSFERS		0.00	0.00	0.00	0.0
TOTAL REVENUES:		3,289,469.18	3,404,387.89	-114,918.71	0.0

**VILLAGE OF PERRY**  
**GENERAL FUND**  
**DETAIL OF EXPENDITURES**  
2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
<b>GENERAL GOVERNMENT SUPPORT</b>						
<b>BOARD OF TRUSTEES</b>						
<b>PERSONNEL SERVICES</b>						
A1010.1	BOARD OF TRUSTEES - PERSONNEL SERVICES	11,600.00	11,304.29	0.00	295.71	2.5
	TOTAL PERSONNEL SERVICES	11,600.00	11,304.29	0.00	295.71	2.5
<b>CONTRACTUAL EXPENSE</b>						
A1010.4	BOARD OF TRUSTEES - CONTRACTUAL	500.00	96.00	0.00	404.00	80.8
A1010.41	BOARD OF TRUSTEES - LABOR RELATIONS	8,380.96	8,380.96	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	8,880.96	8,476.96	0.00	404.00	4.5
	TOTAL BOARD OF TRUSTEES	20,480.96	19,781.25	0.00	699.71	3.4
<b>VILLAGE JUSTICE</b>						
<b>PERSONNEL SERVICES</b>						
A1110.1	VILLAGE JUSTICE - PERS SERV JUSTICES	21,923.20	21,923.20	0.00	0.00	0.0
A1110.11	VILLAGE JUSTICE - PERS SERV COURT CLERK	23,867.80	23,023.44	0.00	844.36	3.5
A1110.12	VILLAGE JUSTICE - PERS SER COURT OFFICER	5,000.00	1,375.97	0.00	3,624.03	72.5
	TOTAL PERSONNEL SERVICES	50,791.00	46,322.61	0.00	4,468.39	8.8
<b>CONTRACTUAL EXPENSE</b>						
A1110.4	VILLAGE JUSTICE - CONTRACTUAL	7,500.00	6,545.09	0.00	954.91	12.7
A1110.41	VILLAGE JUSTICE - CONTRACTUAL JCAP	49,217.02	45,694.36	3,134.34	388.32	0.8
	TOTAL CONTRACTUAL EXPENSE	56,717.02	52,239.45	3,134.34	1,343.23	2.4
	TOTAL VILLAGE JUSTICE	107,508.02	98,562.06	3,134.34	5,811.62	5.4
<b>MAYOR</b>						
<b>PERSONNEL SERVICES</b>						
A1210.1	MAYOR - PERSONNEL SERVICES	4,800.00	4,800.00	0.00	0.00	0.0
A1210.11	DEPUTY MAYOR - PERSONNEL SERVICES	250.00	0.00	0.00	250.00	100.0
	TOTAL PERSONNEL SERVICES	5,050.00	4,800.00	0.00	250.00	5.0
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A1210.2	MAYOR - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A1210.4	MAYOR - CONTRACTUAL	250.00	32.00	0.00	218.00	87.2
	TOTAL CONTRACTUAL EXPENSE	250.00	32.00	0.00	218.00	87.2
	TOTAL MAYOR	5,300.00	4,832.00	0.00	468.00	8.8
<b>CONTRACTUAL</b>						
<b>CONTRACTUAL EXPENSE</b>						
A1320.4	CONTRACTUAL - AUDIT	13,850.00	13,850.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	13,850.00	13,850.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL	13,850.00	13,850.00	0.00	0.00	0.0
<b>TREASURER</b>						
<b>PERSONNEL SERVICES</b>						
A1325.1	TREASURER - PERSONNEL SERVICES	43,350.00	43,086.45	0.00	263.55	0.6

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
TOTAL PERSONNEL SERVICES		43,350.00	43,086.45	0.00	263.55	0.6
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A1325.2	TREASURER - EQUIPMENT	1,000.00	0.00	0.00	1,000.00	100.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		1,000.00	0.00	0.00	1,000.00	100.0
<b>CONTRACTUAL EXPENSE</b>						
A1325.4	TREASURER - CONTRACTUAL	9,947.78	6,846.14	0.00	3,101.64	31.2
TOTAL CONTRACTUAL EXPENSE		9,947.78	6,846.14	0.00	3,101.64	31.2
TOTAL TREASURER		54,297.78	49,932.59	0.00	4,365.19	8.0
<b>CONTRACTUAL</b>						
<b>CONTRACTUAL EXPENSE</b>						
A1345.4	CONTRACTUAL - OFFICE SUPPLIES	1,622.61	1,404.51	0.00	218.10	13.4
TOTAL CONTRACTUAL EXPENSE		1,622.61	1,404.51	0.00	218.10	13.4
TOTAL CONTRACTUAL		1,622.61	1,404.51	0.00	218.10	13.4
<b>TAX ADVERTISING CONTRACTUAL</b>						
<b>CONTRACTUAL EXPENSE</b>						
A1362.4	TAX ADVERTISING CONTRACTUAL	2,500.00	2,334.87	0.00	165.13	6.6
TOTAL CONTRACTUAL EXPENSE		2,500.00	2,334.87	0.00	165.13	6.6
TOTAL TAX ADVERTISING CONTRACTUAL		2,500.00	2,334.87	0.00	165.13	6.6
<b>CLERK</b>						
<b>PERSONNEL SERVICES</b>						
A1410.1	CLERK - PERSONNEL SERVICES	44,880.00	44,444.20	0.00	435.80	1.0
A1410.11	CLERK - PERS SERV LONGEVITY	500.00	500.00	0.00	0.00	0.0
A1410.12	CLERK - PERS SERV F/T CLERK	8,100.00	8,062.10	0.00	37.90	0.5
A1410.13	CLERK - PERSONNEL SERVICES, PT	6,800.00	4,114.00	0.00	2,686.00	39.5
TOTAL PERSONNEL SERVICES		60,280.00	57,120.30	0.00	3,159.70	5.2
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A1410.2	CLERK - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A1410.4	CLERK - CONTRACTUAL	7,000.00	6,892.30	0.00	107.70	1.5
A1410.41	CLERK - CONTRACTUAL GRANTS	10,000.00	753.75	0.00	9,246.25	92.5
TOTAL CONTRACTUAL EXPENSE		17,000.00	7,646.05	0.00	9,353.95	55.0
TOTAL CLERK		77,280.00	64,766.35	0.00	12,513.65	16.2
<b>LAW</b>						
<b>PERSONNEL SERVICES</b>						
A1420.1	LAW - PERSONNEL SERVICES	5,100.16	5,100.16	0.00	0.00	0.0
TOTAL PERSONNEL SERVICES		5,100.16	5,100.16	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A1420.4	LAW - CONTRACTUAL	11,499.84	11,361.62	0.00	138.22	1.2
TOTAL CONTRACTUAL EXPENSE		11,499.84	11,361.62	0.00	138.22	1.2
TOTAL LAW		16,600.00	16,461.78	0.00	138.22	0.8
<b>PERSONNEL</b>						

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
<b>PERSONNEL SERVICES</b>						
A1430.1	PERSONNEL - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL	0.00	0.00	0.00	0.00	0.0
<b>ENGINEER</b>						
<b>CONTRACTUAL EXPENSE</b>						
A1440.4	ENGINEER - CONTRACTUAL	5,392.25	5,392.25	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	5,392.25	5,392.25	0.00	0.00	0.0
	TOTAL ENGINEER	5,392.25	5,392.25	0.00	0.00	0.0
<b>ELECTIONS</b>						
<b>CONTRACTUAL EXPENSE</b>						
A1450.4	ELECTIONS - CONTRACTUAL	300.00	300.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	300.00	300.00	0.00	0.00	0.0
	TOTAL ELECTIONS	300.00	300.00	0.00	0.00	0.0
<b>PUBLIC WORKS ADMIN</b>						
<b>PERSONNEL SERVICES</b>						
A1490.1	PUBLIC WORKS ADMIN - PERSONNEL SERVICES	70,000.00	67,638.83	0.00	2,361.17	3.4
	TOTAL PERSONNEL SERVICES	70,000.00	67,638.83	0.00	2,361.17	3.4
<b>CONTRACTUAL EXPENSE</b>						
A1490.4	PUBLIC WORKS ADMIN - CONTRACTUAL	2,184.31	2,036.23	0.00	148.08	6.8
	TOTAL CONTRACTUAL EXPENSE	2,184.31	2,036.23	0.00	148.08	6.8
	TOTAL PUBLIC WORKS ADMIN	72,184.31	69,675.06	0.00	2,509.25	3.5
<b>BUILDINGS</b>						
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A1620.2	BUILDINGS - VILLAGE HALL - EQUIPMENT	21,093.75	21,093.75	0.00	0.00	0.0
A1620.21	BUILDINGS - VILLAGE HALL RENOVATION	15,000.00	6,332.67	1,198.02	7,469.31	49.8
	TOTAL EQUIPMENT/CAPITAL OUTLAY	36,093.75	27,426.42	1,198.02	7,469.31	20.7
<b>CONTRACTUAL EXPENSE</b>						
A1620.4	BUILDINGS - CONTRACTUAL	25,400.00	20,169.75	0.00	5,230.25	20.6
A1620.41	BUILDINGS - VILLAGE HALL NETWORK	49,470.24	46,999.44	0.00	2,470.80	5.0
A1620.42	BUILDINGS - UTILITIES	17,429.76	17,429.76	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	92,300.00	84,598.95	0.00	7,701.05	8.3
	TOTAL BUILDINGS	128,393.75	112,025.37	1,198.02	15,170.36	11.8
<b>CENTRAL PRINT &amp; MAIL</b>						
<b>CONTRACTUAL EXPENSE</b>						
A1670.4	CENTRAL PRINT & MAIL - CONTRACTUAL	8,256.65	8,256.65	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	8,256.65	8,256.65	0.00	0.00	0.0
	TOTAL CENTRAL PRINT & MAIL	8,256.65	8,256.65	0.00	0.00	0.0
<b>DATA PROCESSING</b>						
<b>CONTRACTUAL EXPENSE</b>						
A1680.4	DATA PROCESSING - CONTRACTUAL	8,442.00	8,442.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	8,442.00	8,442.00	0.00	0.00	0.0

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
TOTAL DATA PROCESSING		8,442.00	8,442.00	0.00	0.00	0.0
<b>SPECIAL ITEMS</b>						
A1910.4	UNALLOCATED INSURANCE	131,704.44	131,704.44	0.00	0.00	0.0
A1920.4	MUNICIPAL ASSOCIATION DUES	2,219.00	2,187.00	0.00	32.00	1.4
A1950.4	TAXES & ASSESSMENTS MUNIC PROPERTY	800.00	744.28	0.00	55.72	7.0
A1990.4	CONTINGENCY ACCOUNT	0.00	0.00	0.00	0.00	0.0
TOTAL SPECIAL ITEMS		134,723.44	134,635.72	0.00	87.72	0.1
TOTAL GENERAL GOVERNMENT SUPPORT		657,131.77	610,652.46	4,332.36	42,146.95	6.4
<b>PUBLIC SAFETY</b>						
<b>POLICE</b>						
<b>PERSONNEL SERVICES</b>						
A3120.1	POLICE - PERSONNEL SERVICES	368,848.59	366,662.25	0.00	2,186.34	0.6
A3120.11	POLICE - PERS SERV CROSSING GUARDS	11,000.00	10,935.81	0.00	64.19	0.6
A3120.12	POLICE - PERS SERV PART TIME	84,464.68	84,464.68	0.00	0.00	0.0
A3120.13	POLICE - PERS SERV OVERTIME	15,500.00	9,764.75	0.00	5,735.25	37.0
A3120.14	POLICE - PERSONNEL SERVICES - SRO	71,000.00	52,253.13	0.00	18,746.87	26.4
A3120.15	POLICE - GRANT TIME	16,500.00	8,137.67	0.00	8,362.33	50.7
TOTAL PERSONNEL SERVICES		567,313.27	532,218.29	0.00	35,094.98	6.2
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A3120.2	POLICE - EQUIPMENT	93,036.16	92,439.37	0.00	596.79	0.6
TOTAL EQUIPMENT/CAPITAL OUTLAY		93,036.16	92,439.37	0.00	596.79	0.6
<b>CONTRACTUAL EXPENSE</b>						
A3120.4	POLICE - CONTRACTUAL	91,762.73	83,611.39	8,151.34	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		91,762.73	83,611.39	8,151.34	0.00	0.0
TOTAL POLICE		752,112.16	708,269.05	8,151.34	35,691.77	4.7
<b>TRAFFIC CONTROL</b>						
<b>CONTRACTUAL EXPENSE</b>						
A3310.4	TRAFFIC CONTROL - CONTRACTUAL	8,000.00	4,524.80	0.00	3,475.20	43.4
TOTAL CONTRACTUAL EXPENSE		8,000.00	4,524.80	0.00	3,475.20	43.4
TOTAL TRAFFIC CONTROL		8,000.00	4,524.80	0.00	3,475.20	43.4
<b>FIRE DEPARTMENT</b>						
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A3410.2	FIRE DEPARTMENT - EQUIPMENT	35,115.70	35,115.70	0.00	0.00	0.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		35,115.70	35,115.70	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A3410.4	FIRE DEPARTMENT - CONTRACTUAL	37,603.52	25,872.14	11,062.66	668.72	1.8
A3410.41	FIRE DEPARTMENT - TRAINING	679.30	0.00	0.00	679.30	100.0
A3410.42	FIRE DEPARTMENT - FIRE TRUCK MAINTENANCE	38,000.00	37,389.32	0.00	610.68	1.6
TOTAL CONTRACTUAL EXPENSE		76,282.82	63,261.46	11,062.66	1,958.70	2.6
TOTAL FIRE DEPARTMENT		111,398.52	98,377.16	11,062.66	1,958.70	1.8
<b>DEMO OF UNSAFE BUILDING</b>						
<b>CONTRACTUAL EXPENSE</b>						

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
A3650.4	DEMO OF UNSAFE BUILDING	0.00	0.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	0.00	0.00	0.00	0.00	0.0
	TOTAL DEMO OF UNSAFE BUILDING	0.00	0.00	0.00	0.00	0.0
	TOTAL PUBLIC SAFETY	871,510.68	811,171.01	19,214.00	41,125.67	4.7
<b>TRANSPORTATION</b>						
<b>STREET MAINTENANCE</b>						
<b>PERSONNEL SERVICES</b>						
A5110.1	STREET MAINTENANCE - PERSONNEL SERVICES	153,249.80	150,712.23	0.00	2,537.57	1.7
A5110.11	STREET MAINTENANCE - OVERTIME	32,894.37	32,894.37	0.00	0.00	0.0
A5110.12	STREET MAINTENANCE - SEASONAL	17,492.40	17,492.40	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	203,636.57	201,099.00	0.00	2,537.57	1.2
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A5110.2	STREET MAINTENANCE - EQUIPMENT	177,328.23	133,280.70	43,300.00	747.53	0.4
	TOTAL EQUIPMENT/CAPITAL OUTLAY	177,328.23	133,280.70	43,300.00	747.53	0.4
<b>CONTRACTUAL EXPENSE</b>						
A5110.4	STREET MAINTENANCE - CONTRACTUAL	141,553.64	141,553.64	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	141,553.64	141,553.64	0.00	0.00	0.0
	TOTAL STREET MAINTENANCE	522,518.44	475,933.34	43,300.00	3,285.10	0.6
<b>PERM IMPROVEM (STREETS)</b>						
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A5112.2	PERM IMPROVEM (STREETS)	178,377.50	176,327.50	0.00	2,050.00	1.1
	TOTAL EQUIPMENT/CAPITAL OUTLAY	178,377.50	176,327.50	0.00	2,050.00	1.1
<b>CONTRACTUAL EXPENSE</b>						
A5112.4	PERM IMPROVEM (STREETS) - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	0.00	0.00	0.00	0.00	0.0
	TOTAL PERM IMPROVEM (STREETS)	178,377.50	176,327.50	0.00	2,050.00	1.1
<b>GARAGE</b>						
<b>PERSONNEL SERVICES</b>						
A5132.1	GARAGE - PERSONNEL SERVICES	56,198.72	56,103.14	0.00	95.58	0.2
A5132.11	GARAGE - PERSONNEL SERV OVERTIME	5,267.84	5,267.84	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	61,466.56	61,370.98	0.00	95.58	0.2
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A5132.2	GARAGE - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A5132.4	GARAGE - CONTRACTUAL	10,320.24	10,320.24	0.00	0.00	0.0
A5132.42	GARAGE - UTILITIES	15,405.88	15,405.88	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	25,726.12	25,726.12	0.00	0.00	0.0
	TOTAL GARAGE	87,192.68	87,097.10	0.00	95.58	0.1
<b>SNOW REMOVAL</b>						
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A5142.2	SNOW REMOVAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.0



# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
TOTAL EQUIPMENT/CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A5142.4	SNOW REMOVAL - CONTRACTUAL	40,114.52	36,734.52	3,380.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	40,114.52	36,734.52	3,380.00	0.00	0.0
	TOTAL SNOW REMOVAL	40,114.52	36,734.52	3,380.00	0.00	0.0
<b>STREET LIGHTING</b>						
<b>CONTRACTUAL EXPENSE</b>						
A5182.4	STREET LIGHTING - CONTRACTUAL	35,892.52	35,647.85	0.00	244.67	0.7
	TOTAL CONTRACTUAL EXPENSE	35,892.52	35,647.85	0.00	244.67	0.7
	TOTAL STREET LIGHTING	35,892.52	35,647.85	0.00	244.67	0.7
<b>SIDEWALKS</b>						
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A5410.2	SIDEWALKS - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A5410.4	SIDEWALKS - CONTRACTUAL	33,128.00	31,546.17	0.00	1,581.83	4.8
	TOTAL CONTRACTUAL EXPENSE	33,128.00	31,546.17	0.00	1,581.83	4.8
	TOTAL SIDEWALKS	33,128.00	31,546.17	0.00	1,581.83	4.8
<b>ELECTRIC CHARGE STATION CONTRACTUAL</b>						
<b>CONTRACTUAL EXPENSE</b>						
A5680.4	Electric Charge Station Contractual	4,000.00	1,156.54	0.00	2,843.46	71.1
	TOTAL CONTRACTUAL EXPENSE	4,000.00	1,156.54	0.00	2,843.46	71.1
	TOTAL ELECTRIC CHARGE STATION CONTRACTUAL	4,000.00	1,156.54	0.00	2,843.46	71.1
	TOTAL TRANSPORTATION	901,223.66	844,443.02	46,680.00	10,100.64	1.1
<b>ECONOMIC ASSISTANCE AND OPPORTUNITY</b>						
<b>PUBLICITY</b>						
<b>CONTRACTUAL EXPENSE</b>						
A6410.4	PUBLICITY - CONTRACTUAL	5,000.00	2,777.41	0.00	2,222.59	44.5
	TOTAL CONTRACTUAL EXPENSE	5,000.00	2,777.41	0.00	2,222.59	44.5
	TOTAL PUBLICITY	5,000.00	2,777.41	0.00	2,222.59	44.5
<b>PROGRAMS FOR THE AGING</b>						
<b>CONTRACTUAL EXPENSE</b>						
A6772.4	PROGRAMS FOR THE AGING - CONTRACTUAL	4,000.00	280.96	0.00	3,719.04	93.0
	TOTAL CONTRACTUAL EXPENSE	4,000.00	280.96	0.00	3,719.04	93.0
	TOTAL PROGRAMS FOR THE AGING	4,000.00	280.96	0.00	3,719.04	93.0
<b>OTHER ECONOMIC OPPORT &amp; DEVELOP</b>						
<b>CONTRACTUAL EXPENSE</b>						
A6989.4	OTHER ECONOMIC OPPORT & DEVELOP - CONTR	5,000.00	5,000.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	5,000.00	5,000.00	0.00	0.00	0.0
	TOTAL OTHER ECONOMIC OPPORT & DEVELOP	5,000.00	5,000.00	0.00	0.00	0.0
	TOTAL ECONOMIC ASSISTANCE AND OPPORTUNITY	14,000.00	8,058.37	0.00	5,941.63	42.4
<b>CULTURE AND RECREATION</b>						

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Unencumbered Encumbered balance	% Remaining
<b>RECREAT ADMIN</b>					
<b>PERSONNEL SERVICES</b>					
A7020.1	RECREAT ADMIN - PERSONNEL SERVICES	61,180.82	61,180.82	0.00	0.0
A7020.11	RECREAT ADMIN - OVERTIME	2,207.46	2,207.46	0.00	0.0
A7020.15	RECREAT ADMIN - PERS SERV LONGEVITY	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	63,388.28	63,388.28	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>					
A7020.4	RECREAT ADMIN - CONTRACTUAL	0.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	0.00	0.00	0.00	0.0
	TOTAL RECREAT ADMIN	63,388.28	63,388.28	0.00	0.0
<b>PARKS</b>					
<b>PERSONNEL SERVICES</b>					
A7110.1	PARKS - PERSONNEL SERVICES	40,026.47	37,169.26	0.00	2,857.21 7.1
	TOTAL PERSONNEL SERVICES	40,026.47	37,169.26	0.00	2,857.21 7.1
<b>EQUIPMENT/CAPITAL OUTLAY</b>					
A7110.2	PARKS - EQUIPMENT	0.00	0.00	0.00	0.00 0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00 0.0
<b>CONTRACTUAL EXPENSE</b>					
A7110.4	PARKS - CONTRACTUAL	46,235.07	37,712.57	8,522.50	0.00 0.0
	TOTAL CONTRACTUAL EXPENSE	46,235.07	37,712.57	8,522.50	0.00 0.0
	TOTAL PARKS	86,261.54	74,881.83	8,522.50	2,857.21 3.3
<b>PLAYGROUNDS &amp; RECREATION</b>					
<b>EQUIPMENT/CAPITAL OUTLAY</b>					
A7140.2	PLAYGROUNDS & RECREATION - EQUIPMENT	0.00	0.00	0.00	0.00 0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00 0.0
<b>CONTRACTUAL EXPENSE</b>					
A7140.4	PLAYGROUNDS & RECREATION - CONTRACTUAL	0.00	0.00	0.00	0.00 0.0
	TOTAL CONTRACTUAL EXPENSE	0.00	0.00	0.00	0.00 0.0
	TOTAL PLAYGROUNDS & RECREATION	0.00	0.00	0.00	0.00 0.0
<b>SPEC RECREAT FACIL</b>					
<b>EQUIPMENT/CAPITAL OUTLAY</b>					
A7180.2	SPEC RECREAT FACIL - EQUIPMENT	0.00	0.00	0.00	0.00 0.0
A7180.21	SPEC RECREAT FACIL - PARK PAVING	0.00	0.00	0.00	0.00 0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00 0.0
<b>CONTRACTUAL EXPENSE</b>					
A7180.4	SPEC RECREAT FACIL - CONTRACTUAL	0.00	0.00	0.00	0.00 0.0
A7180.42	SPEC RECREAT FACIL - UTILITIES	10,227.18	10,227.18	0.00	0.00 0.0
	TOTAL CONTRACTUAL EXPENSE	10,227.18	10,227.18	0.00	0.00 0.0
	TOTAL SPEC RECREAT FACIL	10,227.18	10,227.18	0.00	0.00 0.0
<b>YOUTH PROGRAMS</b>					
<b>CONTRACTUAL EXPENSE</b>					
A7310.4	YOUTH PROGRAMS - CONTRACTUAL	2,500.00	2,500.00	0.00	0.00 0.0

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
TOTAL CONTRACTUAL EXPENSE		2,500.00	2,500.00	0.00	0.00	0.0
TOTAL YOUTH PROGRAMS		2,500.00	2,500.00	0.00	0.00	0.0
<b>CELEBRATIONS</b>						
<b>CONTRACTUAL EXPENSE</b>						
A7550.4	CELEBRATIONS - CONTRACTUAL	5,000.00	1,600.00	0.00	3,400.00	68.0
TOTAL CONTRACTUAL EXPENSE		5,000.00	1,600.00	0.00	3,400.00	68.0
TOTAL CELEBRATIONS		5,000.00	1,600.00	0.00	3,400.00	68.0
TOTAL CULTURE AND RECREATION		167,377.00	152,597.29	8,522.50	6,257.21	3.7
<b>HOME AND COMMUNITY SERVICES</b>						
<b>ZONING</b>						
<b>PERSONNEL SERVICES</b>						
A8010.1	ZONING - PERSONNEL SERVICES ZO & PMO	20,250.00	18,614.84	0.00	1,635.16	8.1
A8010.11	ZONING - PERSONNEL SERVICES CLERK	1,200.00	1,200.00	0.00	0.00	0.0
TOTAL PERSONNEL SERVICES		21,450.00	19,814.84	0.00	1,635.16	7.6
<b>CONTRACTUAL EXPENSE</b>						
A8010.4	ZONING - CONTRACTUAL	1,000.00	360.00	0.00	640.00	64.0
A8010.41	ZONING - CONTRACT BOARD MEMBERS	3,000.00	1,995.00	0.00	1,005.00	33.5
A8010.42	ZONING - CONTRACTUAL UPDATE	0.00	0.00	0.00	0.00	0.0
A8010.43	ZONING - ATTORNEY FEES	10,000.00	3,844.90	0.00	6,155.10	61.6
TOTAL CONTRACTUAL EXPENSE		14,000.00	6,199.90	0.00	7,800.10	55.7
TOTAL ZONING		35,450.00	26,014.74	0.00	9,435.26	26.6
<b>REFUSE &amp; GARBAGE</b>						
<b>CONTRACTUAL EXPENSE</b>						
A8160.4	REFUSE & GARBAGE - CONTRACTUAL	4,740.88	4,740.88	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		4,740.88	4,740.88	0.00	0.00	0.0
TOTAL REFUSE & GARBAGE		4,740.88	4,740.88	0.00	0.00	0.0
<b>STREET CLEANING</b>						
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
A8170.2	STREET CLEANING - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
A8170.4	STREET CLEANING - CONTRACTUAL	10,657.00	10,657.00	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		10,657.00	10,657.00	0.00	0.00	0.0
TOTAL STREET CLEANING		10,657.00	10,657.00	0.00	0.00	0.0
<b>COMMUN BEAUTIFICATION</b>						
<b>CONTRACTUAL EXPENSE</b>						
A8510.4	COMMUN BEAUTIFICATION - CONTRACTUAL	18,500.00	16,582.07	0.00	1,917.93	10.4
TOTAL CONTRACTUAL EXPENSE		18,500.00	16,582.07	0.00	1,917.93	10.4
TOTAL COMMUN BEAUTIFICATION		18,500.00	16,582.07	0.00	1,917.93	10.4
<b>DRAINAGE</b>						
<b>CONTRACTUAL EXPENSE</b>						
A8540.4	DRAINAGE - CONTRACTUAL	9,500.70	9,500.70	0.00	0.00	0.0

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
TOTAL CONTRACTUAL EXPENSE		9,500.70	9,500.70	0.00	0.00	0.0
TOTAL DRAINAGE		9,500.70	9,500.70	0.00	0.00	0.0
SHADE TREES						
EQUIPMENT/CAPITAL OUTLAY						
A8560.2	SHADE TREES - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
A8560.4	SHADE TREES - CONTRACTUAL	19,000.00	15,350.99	0.00	3,649.01	19.2
TOTAL CONTRACTUAL EXPENSE		19,000.00	15,350.99	0.00	3,649.01	19.2
TOTAL SHADE TREES		19,000.00	15,350.99	0.00	3,649.01	19.2
FLOOD & EROSION CONTROL						
CONTRACTUAL EXPENSE						
A8745.4	FLOOD & EROSION CONTROL - CONTRACTUAL	7,696.00	7,670.00	0.00	26.00	0.3
TOTAL CONTRACTUAL EXPENSE		7,696.00	7,670.00	0.00	26.00	0.3
TOTAL FLOOD & EROSION CONTROL		7,696.00	7,670.00	0.00	26.00	0.3
TOTAL HOME AND COMMUNITY SERVICES		105,544.58	90,516.38	0.00	15,028.20	14.2
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
A9010.8	STATE RETIREMENT	92,106.33	90,184.00	0.00	1,922.33	2.1
A9015.8	POLICE RETIREMENT	140,542.00	140,542.00	0.00	0.00	0.0
A9030.8	SOCIAL SECURITY	92,000.00	89,035.07	0.00	2,964.93	3.2
A9040.8	WORKER'S COMPENSATION	62,386.14	58,292.00	0.00	4,094.14	6.6
A9050.8	UNEMPLOYMENT INS	3,597.00	3,597.00	0.00	0.00	0.0
A9055.8	DISABILITY INS	4,000.00	1,566.49	0.00	2,433.51	60.8
A9060.8	HOSPITAL & MEDICAL INS	202,443.79	202,443.79	0.00	0.00	0.0
A9089.8	OTHER - EMPLOYEE ASSIST PROGRAM	2,000.00	1,515.00	0.00	485.00	24.3
TOTAL EMPLOYEE BENEFITS		599,075.26	587,175.35	0.00	11,899.91	2.0
DEBT SERVICE						
SERIAL BOND						
PRINCIPAL						
A9710.6	SERIAL BOND - PRINCIPAL	0.00	0.00	0.00	0.00	0.0
A9710.61	SERIAL BOND - 2005 FIRE TRUCK PRINCIPAL	15,000.00	15,000.00	0.00	0.00	0.0
A9710.62	SERIAL BOND - VILLAGE HALL ROOF PRINCIP	0.00	0.00	0.00	0.00	0.0
A9710.63	SERIAL BOND - 2012 FIRE TRUCK PRINCIPAL	0.00	0.00	0.00	0.00	0.0
A9710.64	SERIAL BOND - SNOW PLOW TRUCK PRINCIPAL	5,000.00	5,000.00	0.00	0.00	0.0
A9710.65	SERIAL BOND - 2020 FIRE TRUCK PRINCIPAL	40,000.00	40,000.00	0.00	0.00	0.0
TOTAL PRINCIPAL		60,000.00	60,000.00	0.00	0.00	0.0
INTEREST						
A9710.7	SERIAL BOND - INTEREST	0.00	0.00	0.00	0.00	0.0
A9710.71	SERIAL BOND - 2005 FIRE TRUCK INTEREST	690.00	690.00	0.00	0.00	0.0
A9710.72	SERIAL BOND - VILLAGE HALL ROOF INTEREST	0.00	0.00	0.00	0.00	0.0
A9710.73	SERIAL BOND - 2012 FIRE TRUCK INTEREST	0.00	0.00	0.00	0.00	0.0

# VILLAGE OF PERRY

## GENERAL FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
A9710.74	SERIAL BOND - SNOW PLOW TRUCK INTEREST	2,170.00	2,170.00	0.00	0.00	0.0
A9710.75	SERIAL BOND - 2020 FIRE TRUCK INTEREST	6,773.00	6,772.50	0.00	0.50	0.0
	TOTAL INTEREST	9,633.00	9,632.50	0.00	0.50	0.0
	TOTAL SERIAL BOND	69,633.00	69,632.50	0.00	0.50	0.0
<b>BAN</b>						
<b>PRINCIPAL</b>						
A9730.6	BAN - Principal	14,730.80	14,730.80	0.00	0.00	0.0
	TOTAL PRINCIPAL	14,730.80	14,730.80	0.00	0.00	0.0
<b>INTEREST</b>						
A9730.7	BAN- Interest	805.69	805.69	0.00	0.00	0.0
A9730.71	BAN - 2021 FIRE TRUCK INTEREST	0.00	0.00	0.00	0.00	0.0
	TOTAL INTEREST	805.69	805.69	0.00	0.00	0.0
	TOTAL BAN	15,536.49	15,536.49	0.00	0.00	0.0
<b>LEASES, PRINCIPAL</b>						
<b>PRINCIPAL</b>						
A9788.6	LEASES, PRINCIPAL - AIR PACKS	15,278.00	15,277.22	0.00	0.78	0.0
	TOTAL PRINCIPAL	15,278.00	15,277.22	0.00	0.78	0.0
<b>INTEREST</b>						
A9788.7	LEASES, INTEREST - AIR PACKS	8,311.00	8,310.14	0.00	0.86	0.0
	TOTAL INTEREST	8,311.00	8,310.14	0.00	0.86	0.0
	TOTAL LEASES, PRINCIPAL	23,589.00	23,587.36	0.00	1.64	0.0
	TOTAL DEBT SERVICE	108,758.49	108,756.35	0.00	2.14	0.0
<b>INTERFUND TRANSFERS</b>						
<b>TRANSFERS TO OTHER FUNDS</b>						
A9901.9	TRANSFER, OTHER FUNDS	32,673.00	32,673.00	0.00	0.00	0.0
	TOTAL	32,673.00	32,673.00	0.00	0.00	0.0
	TOTAL TRANSFERS TO OTHER FUNDS	32,673.00	32,673.00	0.00	0.00	0.0
<b>TRANSFERS TO CAPITAL FUNDS</b>						
A9950.9	TRANSFER TO CAPITAL PROJECTS FUND	0.00	0.00	0.00	0.00	0.0
	TOTAL	0.00	0.00	0.00	0.00	0.0
	TOTAL TRANSFERS TO CAPITAL FUNDS	0.00	0.00	0.00	0.00	0.0
	TOTAL INTERFUND TRANSFERS	32,673.00	32,673.00	0.00	0.00	0.0
	TOTAL EXPENDITURES:	3,457,294.44	3,246,043.23	78,748.86	132,502.35	3.8

# VILLAGE OF PERRY

## WATER FUND

### DETAIL OF REVENUES

2024-2025 Year End

		Modified budget	Earned 2024-25	Unearned Balance	%
<b>DEPARTMENTAL INCOME</b>					
F2140	METERED WATER SALES	783,360.00	772,446.78	10,913.22	1.4
F2142	UNMETERED WATER SALES	5,000.00	6,544.18	-1,544.18	0.0
F2144	WATER SERVICE CHARGES	0.00	734.81	-734.81	0.0
F2148	INTEREST & PENALTIES ON WATER RENTS	8,000.00	9,133.76	-1,133.76	0.0
	TOTAL DEPARTMENTAL INCOME	796,360.00	788,859.53	7,500.47	0.9
<b>INTERGOVERNMENTAL CHARGES</b>					
F2378	SERVICE FOR OTHER GOVT	9,400.00	9,998.00	-598.00	0.0
	TOTAL INTERGOVERNMENTAL CHARGES	9,400.00	9,998.00	-598.00	0.0
<b>USE OF MONEY AND PROPERTY</b>					
F2401	INTEREST & EARNINGS	10,000.00	32,243.20	-22,243.20	0.0
F2401R	INTEREST & EARNINGS - RESERVE	0.00	4,477.69	-4,477.69	0.0
	TOTAL USE OF MONEY AND PROPERTY	10,000.00	36,720.89	-26,720.89	0.0
<b>SALE OF PROPERTY &amp; COMPENSATION FOR LOSS</b>					
F2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	0.00	0.00	0.00	0.0
<b>MISCELLANEOUS LOCAL SOURCES</b>					
F2701	REFUNDS OF PRIOR YEARS EXPEND	0.00	0.00	0.00	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	0.00	0.00	0.0
	TOTAL REVENUES:	815,760.00	835,578.42	-19,818.42	0.0

**VILLAGE OF PERRY**  
**WATER FUND**  
**DETAIL OF EXPENDITURES**  
2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
GENERAL GOVERNMENT SUPPORT						
LAW						
PERSONNEL SERVICES						
F1420.1	LAW - PERSONNEL SERVICES	4,950.14	4,950.14	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	4,950.14	4,950.14	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
F1420.4	LAW - CONTRACTUAL	5,000.00	0.00	0.00	5,000.00	100.0
	TOTAL CONTRACTUAL EXPENSE	5,000.00	0.00	0.00	5,000.00	100.0
	TOTAL LAW	9,950.14	4,950.14	0.00	5,000.00	50.3
ENGINEER						
CONTRACTUAL EXPENSE						
F1440.4	ENGINEER - CONTRACTUAL	15,000.00	110.00	0.00	14,890.00	99.3
	TOTAL CONTRACTUAL EXPENSE	15,000.00	110.00	0.00	14,890.00	99.3
	TOTAL ENGINEER	15,000.00	110.00	0.00	14,890.00	99.3
SPECIAL ITEMS						
F1910.4	UNALLOCATED INS	28,000.00	28,000.00	0.00	0.00	0.0
F1990.4	CONTINGENCY ACCOUNT	930.04	0.00	0.00	930.04	100.0
	TOTAL SPECIAL ITEMS	28,930.04	28,000.00	0.00	930.04	3.2
	TOTAL GENERAL GOVERNMENT SUPPORT	53,880.18	33,060.14	0.00	20,820.04	38.6
HOME AND COMMUNITY SERVICES						
WATER ADMIN						
PERSONNEL SERVICES						
F8310.1	WATER ADMIN - PERSONNEL SERVICES	77,500.00	73,155.60	0.00	4,344.40	5.6
	TOTAL PERSONNEL SERVICES	77,500.00	73,155.60	0.00	4,344.40	5.6
EQUIPMENT/CAPITAL OUTLAY						
F8310.2	WATER ADMIN - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
CONTRACTUAL EXPENSE						
F8310.4	WATER ADMIN - CONTRACTUAL	10,000.00	9,228.07	0.00	771.93	7.7
	TOTAL CONTRACTUAL EXPENSE	10,000.00	9,228.07	0.00	771.93	7.7
	TOTAL WATER ADMIN	87,500.00	82,383.67	0.00	5,116.33	5.8
SOURCE OF SUPPLY POWER PUMP						
PERSONNEL SERVICES						
F8320.1	SOURCE OF SUPPLY POWER PUMP - PERS SERV	148,000.00	140,361.51	0.00	7,638.49	5.2
F8320.11	SOURCE OF SUPPLY POWER PUMP - P/S OT	6,000.00	4,058.81	0.00	1,941.19	32.4
	TOTAL PERSONNEL SERVICES	154,000.00	144,420.32	0.00	9,579.68	6.2
EQUIPMENT/CAPITAL OUTLAY						
F8320.2	SOURCE OF SUPPLY POWER PUMP - EQUIPMENT	65,000.00	23,600.00	29,990.00	11,410.00	17.6
	TOTAL EQUIPMENT/CAPITAL OUTLAY	65,000.00	23,600.00	29,990.00	11,410.00	17.6
CONTRACTUAL EXPENSE						
F8320.4	SOURCE OF SUPPLY POWER PUMP - CONTRACTUA	48,225.20	48,225.20	0.00	0.00	0.0

# VILLAGE OF PERRY

## WATER FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
F8320.41	SOURCE OF SUPPLY POWER PUMP - UTILITIES	42,872.96	42,872.96	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	91,098.16	91,098.16	0.00	0.00	0.0
	TOTAL SOURCE OF SUPPLY POWER PUMP	310,098.16	259,118.48	29,990.00	20,989.68	6.8
<b>WATER PURIFICATION</b>						
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
F8330.2	WATER PURIFICATION - EQUIPMENT	4,000.00	0.00	2,238.08	1,761.92	44.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	4,000.00	0.00	2,238.08	1,761.92	44.0
<b>CONTRACTUAL EXPENSE</b>						
F8330.4	WATER PURIFICATION - CONTRACTUAL	84,100.83	84,100.83	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	84,100.83	84,100.83	0.00	0.00	0.0
	TOTAL WATER PURIFICATION	88,100.83	84,100.83	2,238.08	1,761.92	2.0
<b>WATER TRANSMIS &amp; DISTRIB</b>						
<b>PERSONNEL SERVICES</b>						
F8340.1	WATER TRANSMIS & DISTRIB - PERSONNEL SER	49,500.00	47,871.49	0.00	1,628.51	3.3
F8340.12	WATER TRANSMIS & DISTRIB - PERS SER OT	0.00	0.00	0.00	0.00	0.0
	TOTAL PERSONNEL SERVICES	49,500.00	47,871.49	0.00	1,628.51	3.3
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
F8340.2	WATER TRANSMIS & DISTRIB - EQUIPMENT	60,000.00	13,515.12	0.00	46,484.88	77.5
	TOTAL EQUIPMENT/CAPITAL OUTLAY	60,000.00	13,515.12	0.00	46,484.88	77.5
<b>CONTRACTUAL EXPENSE</b>						
F8340.4	WATER TRANSMIS & DISTRIB - CONTRACTUAL	16,455.83	16,455.83	0.00	0.00	0.0
F8340.43	WATER TRANSMIS & DISTRIB - EQUIPMENT USE	17,500.00	17,500.00	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	33,955.83	33,955.83	0.00	0.00	0.0
	TOTAL WATER TRANSMIS & DISTRIB	143,455.83	95,342.44	0.00	48,113.39	33.5
	TOTAL HOME AND COMMUNITY SERVICES	629,154.82	520,945.42	32,228.08	75,981.32	12.1
<b>EMPLOYEE BENEFITS</b>						
<b>EMPLOYEE BENEFITS</b>						
F9010.8	STATE RETIREMENT	17,500.00	17,500.00	0.00	0.00	0.0
F9030.8	SOCIAL SECURITY	24,000.00	19,924.70	0.00	4,075.30	17.0
F9040.8	WORKERS COMPENSATION	16,500.00	16,500.00	0.00	0.00	0.0
F9050.8	UNEMPLOYMENT INS	2,000.00	0.00	0.00	2,000.00	100.0
F9055.8	DISABILITY INSURANCE	1,000.00	80.33	0.00	919.67	92.0
F9060.8	HOSPITAL & MEDICAL INS	57,500.00	26,829.38	0.00	30,670.62	53.3
F9089.8	OTHER EMPLOYEE ASSIST PROGRAM	350.00	350.00	0.00	0.00	0.0
	TOTAL EMPLOYEE BENEFITS	118,850.00	81,184.41	0.00	37,665.59	31.7
<b>DEBT SERVICE</b>						
<b>SERIAL BOND</b>						
<b>PRINCIPAL</b>						
F9710.6	SERIAL BOND - 94 WTR PRINCIPAL	19,000.00	19,000.00	0.00	0.00	0.0
F9710.61	SERIAL BOND - WATER TANK PRINCIPAL	14,000.00	14,000.00	0.00	0.00	0.0
	TOTAL PRINCIPAL	33,000.00	33,000.00	0.00	0.00	0.0
<b>INTEREST</b>						



**VILLAGE OF PERRY**  
**WATER FUND**  
**DETAIL OF EXPENDITURES**  
2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
F9710.7	SERIAL BOND - 94 WTR INTEREST	7,175.00	7,175.00	0.00	0.00	0.0
F9710.71	SERIAL BOND - WATER TANK INTEREST	2,450.00	2,450.00	0.00	0.00	0.0
	TOTAL INTEREST	9,625.00	9,625.00	0.00	0.00	0.0
	TOTAL SERIAL BOND	42,625.00	42,625.00	0.00	0.00	0.0
<b>SERIAL BOND</b>						
<b>PRINCIPAL</b>						
F9715.6	SERIAL BOND - BACKLOT WATERLINE PRINCIPA	12,000.00	12,000.00	0.00	0.00	0.0
	TOTAL PRINCIPAL	12,000.00	12,000.00	0.00	0.00	0.0
<b>INTEREST</b>						
F9715.7	SERIAL BOND - BACKLOT WATERLINE INTEREST	4,250.00	4,250.00	0.00	0.00	0.0
	TOTAL INTEREST	4,250.00	4,250.00	0.00	0.00	0.0
	TOTAL SERIAL BOND	16,250.00	16,250.00	0.00	0.00	0.0
	TOTAL DEBT SERVICE	58,875.00	58,875.00	0.00	0.00	0.0
	TOTAL EXPENDITURES:	860,760.00	694,064.97	32,228.08	134,466.95	15.6

**VILLAGE OF PERRY****SEWER FUND****DETAIL OF REVENUES**

2024-2025 Year End

		<b>Modified budget</b>	<b>Earned 2024-25</b>	<b>Unearned Balance</b>	<b>%</b>
<b>DEPARTMENTAL INCOME</b>					
G2120	SEWER RENTS	1,051,020.00	1,020,293.35	30,726.65	2.9
G2122	SEWER CHARGES	10,000.00	8,399.70	1,600.30	16.0
G2128	INTEREST & PENALTIES ON SEWER ACCTS	13,000.00	14,559.06	-1,559.06	0.0
	TOTAL DEPARTMENTAL INCOME	1,074,020.00	1,043,252.11	30,767.89	2.9
<b>INTERGOVERNMENTAL CHARGES</b>					
G2374	SERVICES FOR OTHER COVT	89,473.00	108,602.18	-19,129.18	0.0
	TOTAL INTERGOVERNMENTAL CHARGES	89,473.00	108,602.18	-19,129.18	0.0
<b>USE OF MONEY AND PROPERTY</b>					
G2401	INTEREST & EARNINGS	7,000.00	17,854.98	-10,854.98	0.0
G2401R	INTEREST & EARNINGS - RESERVE	0.00	8,325.20	-8,325.20	0.0
	TOTAL USE OF MONEY AND PROPERTY	7,000.00	26,180.18	-19,180.18	0.0
<b>SALE OF PROPERTY &amp; COMPENSATION FOR LOSS</b>					
G2650	SALE OF SCRAP & EXCESS MATERIALS	0.00	0.00	0.00	0.0
G2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	0.00	0.00	0.00	0.0
	TOTAL REVENUES:	1,170,493.00	1,178,034.47	-7,541.47	0.0

**VILLAGE OF PERRY**  
**SEWER FUND**  
**DETAIL OF EXPENDITURES**  
2024-2025 Year End

		Modified budget	Expended 2024-25	Unencumbered Encumbered	Unencumbered balance	% Remaining
<b>GENERAL GOVERNMENT SUPPORT</b>						
<b>LAW</b>						
<b>PERSONNEL SERVICES</b>						
G1420.1	LAW - PERSONNEL SERVICES	4,950.00	4,949.88	0.00	0.12	0.0
	TOTAL PERSONNEL SERVICES	4,950.00	4,949.88	0.00	0.12	0.0
<b>CONTRACTUAL EXPENSE</b>						
G1420.4	LAW - CONTRACTUAL	4,000.00	3,290.00	0.00	710.00	17.8
	TOTAL CONTRACTUAL EXPENSE	4,000.00	3,290.00	0.00	710.00	17.8
	TOTAL LAW	8,950.00	8,239.88	0.00	710.12	7.9
<b>ENGINEER</b>						
<b>CONTRACTUAL EXPENSE</b>						
G1440.4	ENGINEER - CONTRACTUAL	18,230.80	18,230.80	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	18,230.80	18,230.80	0.00	0.00	0.0
	TOTAL ENGINEER	18,230.80	18,230.80	0.00	0.00	0.0
<b>SPECIAL ITEMS</b>						
G1910.4	UNALLOCATED INS	28,000.00	28,000.00	0.00	0.00	0.0
G1990.4	CONTINGENCY ACCOUNT	0.00	0.00	0.00	0.00	0.0
	TOTAL SPECIAL ITEMS	28,000.00	28,000.00	0.00	0.00	0.0
	TOTAL GENERAL GOVERNMENT SUPPORT	55,180.80	54,470.68	0.00	710.12	1.3
<b>HOME AND COMMUNITY SERVICES</b>						
<b>SEWER ADMIN</b>						
<b>PERSONNEL SERVICES</b>						
G8110.1	SEWER ADMIN - PERSONNEL SERVICES	75,000.00	73,156.04	0.00	1,843.96	2.5
	TOTAL PERSONNEL SERVICES	75,000.00	73,156.04	0.00	1,843.96	2.5
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
G8110.2	SEWER ADMIN - EQUIPMENT	0.00	0.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
G8110.4	SEWER ADMIN - CONTRACTUAL	8,272.21	8,272.21	0.00	0.00	0.0
	TOTAL CONTRACTUAL EXPENSE	8,272.21	8,272.21	0.00	0.00	0.0
	TOTAL SEWER ADMIN	83,272.21	81,428.25	0.00	1,843.96	2.2
<b>SANITARY SEWER</b>						
<b>PERSONNEL SERVICES</b>						
G8120.11	SANITARY SEWER - PERSONNEL SERVICES	49,500.00	47,871.56	0.00	1,628.44	3.3
	TOTAL PERSONNEL SERVICES	49,500.00	47,871.56	0.00	1,628.44	3.3
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
G8120.2	SANITARY SEWER - EQUIPMENT	11,982.00	11,982.00	0.00	0.00	0.0
	TOTAL EQUIPMENT/CAPITAL OUTLAY	11,982.00	11,982.00	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
G8120.4	SANITARY SEWER - CONTRACTUAL	18,780.92	18,641.57	0.00	139.35	0.7
G8120.43	SANITARY SEWER - CONTRACT EQUIPMENT USE	15,000.00	12,176.56	0.00	2,823.44	18.8

# VILLAGE OF PERRY

## SEWER FUND DETAIL OF EXPENDITURES

2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
TOTAL CONTRACTUAL EXPENSE		33,780.92	30,818.13	0.00	2,962.79	8.8
TOTAL SANITARY SEWER		95,262.92	90,671.69	0.00	4,591.23	4.8
<b>SEWAGE TREATM DISP</b>						
<b>PERSONNEL SERVICES</b>						
G8130.1	SEWAGE TREATM DISP - PERSONNEL SERVICES	137,536.40	136,046.63	0.00	1,489.77	1.1
G8130.11	SEWAGE TREATM DISP - PERS SERV OT	6,200.00	3,880.53	0.00	2,319.47	37.4
TOTAL PERSONNEL SERVICES		143,736.40	139,927.16	0.00	3,809.24	2.7
<b>EQUIPMENT/CAPITAL OUTLAY</b>						
G8130.2	SEWAGE TREATM DISP - EQUIPMENT	20,307.92	20,307.92	0.00	0.00	0.0
TOTAL EQUIPMENT/CAPITAL OUTLAY		20,307.92	20,307.92	0.00	0.00	0.0
<b>CONTRACTUAL EXPENSE</b>						
G8130.4	SEWAGE TREATM DISP - CONTRACTUAL	217,666.48	217,666.48	0.00	0.00	0.0
G8130.41	SEWAGE TREATM DISP - CONTRACT UTILITIES	94,979.09	94,979.09	0.00	0.00	0.0
G8130.42	SEWAGE TREATM DISP - WWTP FLOODING	0.00	0.00	0.00	0.00	0.0
TOTAL CONTRACTUAL EXPENSE		312,645.57	312,645.57	0.00	0.00	0.0
TOTAL SEWAGE TREATM DISP		476,689.89	472,880.65	0.00	3,809.24	0.8
TOTAL HOME AND COMMUNITY SERVICES		655,225.02	644,980.59	0.00	10,244.43	1.6
<b>EMPLOYEE BENEFITS</b>						
<b>EMPLOYEE BENEFITS</b>						
G9010.8	STATE RETIREMENT	17,500.00	17,500.00	0.00	0.00	0.0
G9030.8	SOCIAL SECURITY	19,810.84	19,810.84	0.00	0.00	0.0
G9040.8	WORKERS COMPENSATION	16,500.00	16,500.00	0.00	0.00	0.0
G9050.8	UNEMPLOYMENT INS	2,000.00	0.00	0.00	2,000.00	100.0
G9055.8	DISABILITY INSURANCE	1,000.00	80.33	0.00	919.67	92.0
G9060.8	HOSPITAL & MEDICAL INS	19,465.76	19,465.76	0.00	0.00	0.0
G9089.8	OTHER - EMPLOYEE ASSIST PROGRAM	350.00	350.00	0.00	0.00	0.0
TOTAL EMPLOYEE BENEFITS		76,626.60	73,706.93	0.00	2,919.67	3.8
<b>DEBT SERVICE</b>						
<b>SERIAL BOND</b>						
<b>PRINCIPAL</b>						
G9710.61	EFC SERIAL BONDS - PRINCIPAL	0.00	0.00	0.00	0.00	0.0
G9710.62	SERIAL BOND - DIGESTOP COVER PRINCIPAL	0.00	0.00	0.00	0.00	0.0
G9710.63	SERIAL BOND - SEWER BOILER PRINCIPAL	0.00	0.00	0.00	0.00	0.0
G9710.64	SERIAL BOND - WWTF IMPROVEMENTS PRINC	79,237.00	79,237.00	0.00	0.00	0.0
TOTAL PRINCIPAL		79,237.00	79,237.00	0.00	0.00	0.0
<b>INTEREST</b>						
G9710.72	SERIAL BOND - DIGESTOP COVER INTEREST	0.00	0.00	0.00	0.00	0.0
G9710.73	SERIAL BOND - SEWER BOILER INTEREST	0.00	0.00	0.00	0.00	0.0
G9710.74	SERIAL BOND - INTEREST	0.00	0.00	0.00	0.00	0.0
TOTAL INTEREST		0.00	0.00	0.00	0.00	0.0
TOTAL SERIAL BOND		79,237.00	79,237.00	0.00	0.00	0.0
<b>BAN</b>						

**VILLAGE OF PERRY**  
**SEWER FUND**  
**DETAIL OF EXPENDITURES**  
2024-2025 Year End

		Modified budget	Expended 2024-25	Encumbered	Unencumbered balance	% Remaining
<b>PRINCIPAL</b>						
G9730.6	BAN - WWTP PRINCIPAL	307,923.58	307,408.00	0.00	515.58	0.2
	TOTAL PRINCIPAL	307,923.58	307,408.00	0.00	515.58	0.2
	TOTAL BAN	307,923.58	307,408.00	0.00	515.58	0.2
	TOTAL DEBT SERVICE	387,160.58	386,645.00	0.00	515.58	0.1
	TOTAL EXPENDITURES:	1,174,193.00	1,159,803.20	0.00	14,389.80	1.2

## **Building Improvement Loan Program Committee Report & Recommendation**

**July 2, 2025**

---

### **Committee Members**

Arlene Lapiana, Melanie Casper, and Eleanor Jacobs

### **Village Staff**

Samantha Marcy and Christina Slusser

---

A meeting of the committee members was held on July 2, 2025, to review an application that was submitted for the Building Improvement Loan Program. The application was submitted by Ryan Newcomb Fitzsimmons on behalf of the Silver Lake Brewing Project, LLC for the Façade Renovation Program.

The application was submitted along with detailed drawings of the proposed façade renovations performed by Ryan N. Fitzsimmons, AIA, Certificate of Liability Insurance, Income Verification, and a Credit Report.

The scope of the project includes the following:

- Masonry repairs and finish parge coatings as required for façade only
- New fascia/soffit finishes and trim detailing
- New paint scheme – 2-3 colors
- New sign board
- New, insulated full-glass entry door
- New exterior façade lightings (3-4 fixtures)

After review of the application, the Committee has confirmed that the scope of the project fits within the guidelines of the Façade Renovation Program and that all application materials were received and acceptable. The Committee is recommending approval of the loan application for Ryan Newcomb Fitzsimmons on behalf of the Silver Lake Brewing Project, LLC.

Per the Program Guidelines established on January 2, 2018, the Façade Renovation Program loans are issued as interest-free financing and will be based on an unsecured, personal guarantee of payment. Loan terms will extend to no longer than 24 months and the minimum loan payments will be \$50 per month. It is recommended to approve the requested amount of \$5,000 for 24 months with a monthly payment of \$208.33.