



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, October 6, 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 – September 15, 2025
 - b. Resolution Accepting Resignation of Planning Board Member, Josh Marcks
 - c. Resolution Approving Contract for Fire Protection Services with the Town of Perry
 - d. Resolution Approving Municipal Shared Services Agreement Between the Town of Perry and the Village of Perry to Provide Police Protection
 - e. Resolution Approving Memorandum of Understanding with Town of Perry for Letchworth Community Access
 - f. Resolution Adopting Updated Village of Perry Zoning Fee Schedule
 - g. Resolution Declaring Village Vehicles as Surplus
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 15, 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 15th day of September 2025.

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

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

PUBLIC COMMENT

No comments.

MINUTES

Trustee Muolo made a motion to approve the minutes for 9/2/2025 which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION DECLARING VILLAGE VEHICLE AS SURPLUS

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

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

WHEREAS, the Chief of Police maintains a 2019 Dodge Charger that has reached the conclusion of its useful life for department needs; and

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

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

Trustee Bouchard made a motion to approve the resolution declaring village vehicle as surplus. This motion was seconded by Trustee Muolo and carried with all voting aye.

RESOLUTION APPROVING THE PERRY VILLAGE COURT APPLICATION FOR A JCAP GRANT

WHEREAS, the New York State (NYS) Unified Court System established the Justice Court Assistance Program (JCAP) in 1999 to provide State assistance to Town and Village Courts; and

WHEREAS, the NYS Unified Court System is accepting applications for the 2025-2026 JCAP grant and the maximum JCAP award is \$30,000 per municipality; and

WHEREAS, the grant may be used for a variety of purposes, including, but not limited to, new or updated automation, office and security equipment, furniture, and courtroom renovations; and

WHEREAS, the deadline for application is October 10, 2025; and

BE IT RESOLVED, the Board of the Village of Perry authorizes the Village of Perry Village Court to apply for a JCAP grant in the 2025-26 grant cycle up to \$30,000; and

BE IT FURTHER RESOLVED, that the Mayor of the Village of Perry is hereby authorized to sign the 2025-26 JCAP application or any documents relating to the submission of the grant application.

Motion to approve the resolution approving the Perry Village Court application for a JCAP grant was made by Trustee Muolo, seconded by Trustee Bouchard, and carried with all voting aye.

RESOLUTION ACKNOWLEDGING EXAMINATION OF COURT RECORDS FOR THE FISCAL YEAR ENDING MAY 31, 2025

WHEREAS, the Village of Perry Board of Trustees has hired Allied Financial Partners to conduct an audit for the fiscal year ending May 31, 2025, of the Justice Court of the Village of Perry; and

WHEREAS, Allied Financial Partners has provided their findings of the Justice Courts procedures for the Village of Perry Board of Trustees review; and

NOW, THEREFORE BE IT RESOLVED, the Village Board of the Village of Perry in compliance with New York State Law, Unified Justice Court Act Section 2019-a accepts Allied Financial Partners review of the court records; and

BE IT FURTHER RESOLVED, the Perry Village Board directs the Village Administrator to provide a copy of the resolution and report to the State of New York Unified Court System.

Trustee Bouchard made a motion to approve the resolution acknowledging examination of court records for the fiscal year ending May 31, 2025 which was seconded by Trustee Muolo and carried unanimously.

RESOLUTION AUTHORIZING BUDGET AMENDMENT TO THE 2025-2026 VILLAGE BUDGET

WHEREAS, the Village Administrator is proposing the following Budget Amendment to appropriately record vehicle sales for the Police Department and increase the expense for replacements for the 2025-2026 fiscal year:

Debit:	A2665 (Sale of Equipment)	\$27,101.44	
Credit:	A3120.2 (Police – Equipment)		\$27,101.44

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

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

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

RESOLUTION AUTHORIZING TRANSFER FROM THE VILLAGE OF PERRY GENERAL FUND TO THE PARKS CAPITAL RESERVE FUND

WHEREAS, at the September 2, 2025, Village Board meeting, the Board of Trustees discussed allocating Fund Balance towards the Parks Capital Reserve Fund in anticipation of future needs; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to transfer \$25,000.00 to the Parks Capital Reserve Fund for the purpose of upgrades to the park facilities and trails; and

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

Trustee Bouchard made a motion to adopt the resolution authorizing transfer of \$25,000 from the general fund to the parks capital reserve which was seconded by Trustee Muolo and carried with all voting aye.

RESOLUTION AUTHORIZING BUDGET AMENDMENT FOR PAVING OF PARKER LANE

WHEREAS, at the September 2, 2025, Village Board meeting, the Board of Trustees discussed allocating Fund Balance towards paving Parker Lane; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to amend the 2025-2026 Village Budget to increase expense account A5110.2 (Street Maintenance) for the purpose of paving Parker Lane; and

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

Trustee Muolo made a motion to transfer \$25,000 into expense account A5110.2 for the paving of Parker Lane. This motion was seconded by Trustee Bouchard and carried unanimously.

Work is scheduled to start on Monday with the milling of Benedict Street, sections of Watkins and Hawthorne, Orchard Street, Buckland Ave, and Parker Lane (with the Town of Perry's assistance). Paving will follow.

CLERK/DEPUTY TREASURER REPORT

VILLAGE OF PERRY

Abstract # 008 Summary by Fund

09/11/2025
16:44:36

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	3,379.07	52,342.51	55,721.58
F	WATER FUND	488.67	6,985.47	7,474.14
G	SEWER FUND	348.98	11,841.75	12,190.73

HF	WATER TREATMENT PLANT PROJECT	25,218.50	25,218.50
HS	CAPITAL PROJECT - SEWER IMPROV	1,331.25	1,331.25
JA	SILVER LAKE WATERSHED COMMISSI	1,250.25	1,250.25
TA	TRUST & AGENCY	100.00	100.00
Total:		4,216.72	99,069.73
			103,286.45

Vouchers were audited by Trustee Bouchard. Motion to approve payment of abstract #8, vouchers #558-668 in the amount of \$103,286.45 was made by Trustee Muolo, seconded by Trustee Bouchard, and carried with all voting aye.

A tax collection trial balance was provided and tax reminder notices were mailed out by the Clerk's Office. The last day to pay village taxes is 10/31/2025.

DEPARTMENT REPORTS

The following department/committee reports were reviewed: Treasurer's financial reports, Superintendent of Public Works, Water and Sewer Departments, Police Department, and Property Maintenance.

Courtesy letters of property maintenance were sent today for one zone of the village. The plan is to send about 10 every couple weeks.

TRUSTEE REPORTS

PLANNING BOARD REFERRALS & CONSIDERATIONS

TRAILSIDE CAMPING

The Planning Board referred the latest draft of Trailside Camping regulations to the Village Board for consideration in hopes that it is ready for review by the attorney. It was also recommended to have the regulations reviewed by the fire chief and zoning officer. Mayor Hauser made a motion to refer proposed trailside camping to the village attorney to begin the review process and to refer to Fire, EMS, and Public Safety. Trustee Muolo seconded the motion and it was carried unanimously.

CONSIDERATION OF ADDING TO THE FEE SCHEDULE THAT COSTS OF PUBLISHING REQUIRED LEGAL NOTICES BE PASSED ON TO THE APPLICANT

Due to the frequent rescheduling of public hearings due to an applicant failing to provide proper legal notice to neighboring property owners, the Planning Board recommends that costs for advertising be passed on to the applicant in an attempt to motivate the applicant through the process. The board members in attendance indicated that they are in favor of

adding to the fee schedule to collect an advertising fee along with the application fee. The Administrator and Clerk will prepare an updated fee schedule for approval at the next meeting.

Trustees Bouchard and Muolo and Mayor Hauser attended the Finger Lakes Regional Economic Development Council (FLREDC) Public Meeting at East Hill Creamery on 9/8/2025.

The Fire Committee met tonight prior to the board meeting. A hydrant on Euclid Ave has pressure issues but the Fire Chief is confident that they could pull water from other areas if needed. Rates are being calculated for covering the Town of Perry. The department is expecting 5 new interior firefighters to complete training by the end of the year.

Trustee Muolo is meeting with the Office Committee on Wednesday.

The FLREDC is submitting an ACHIEVE application in collaboration with the WNY REDC. The strategy is to leverage the DRI community's momentum. Each community could get \$5-6 million to fund public or private projects. Mayor Hauser and Administrator Marcy had a call with the FLREDC team to brainstorm project ideas for transformative work that either did not receive DRI funding or may need more funding. Mayor Hauser will be reaching out to property owners regarding their interest. The Silver Lake Trail could be included if it proves economic benefit. The team needs plans for projects by the end of the month in order to submit an application package by the end of the year. Funding would come from ESD (Empire State Development).

With no further business, Trustee Bouchard made a motion to adjourn the meeting at 8:27 pm which was seconded by Trustee Muolo and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION ACCEPTING RESIGNATION OF PLANNING BOARD MEMBER, JOSH MARCKS

WHEREAS, Mr. Josh Marcks has tendered his resignation as a member of the Planning Board effective October 1, 2025; and

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



RESOLUTION APPROVING CONTRACT FOR FIRE PROTECTION SERVICES WITH THE TOWN OF PERRY

WHEREAS, the Village of Perry provides fire protection to the Town of Perry; and

WHEREAS, the Village of Perry and Town of Perry current Fire Protection Contract expires on December 31, 2025; and

WHEREAS, a three-year agreement with a \$1,000.00 increase each year of the contract has been provided; and

BE IT RESOLVED, the Perry Village Board of Trustees approves the Fire Protection Contract with the Town of Perry for a three-year term and authorizes the Mayor to execute the contract.

AGREEMENT FOR FIRE PROTECTION BETWEEN THE TOWN OF PERRY AND VILLAGE OF PERRY

THIS AGREEMENT, made this ____ day of _____, 2025, by and between the Town of Perry, a municipal corporation organized under the Laws of the State of New York and located in Wyoming County, New York, with a mailing address of 22 South Main Street, Perry, New York 14530, hereinafter referred to as "TOWN", and the Village of Perry, a municipal corporation organized under the Laws of the State of New York and located in Wyoming County, New York, with a mailing address of 46 North Main Street, Perry, New York 14530, hereinafter referred to as "VILLAGE".

WITNESSETH:

WHEREAS, there has been duly established a fire protection district known as the Perry Fire Protection District pursuant to Town Law 170, embracing such territory in said TOWN as is more fully described in the official map of the Town of Perry adopted by the Town Board of the Town of Perry, and as also depicted in Schedule A attached hereto; and

WHEREAS, following a public hearing duly called, by resolution of the Town Board of the TOWN, authorized an Agreement with the VILLAGE for fire protection service to said district upon the terms and provisions herein set forth.

NOW, THEREFORE, the TOWN does engage VILLAGE to furnish fire protection service to such district and VILLAGE agrees to furnish such service in the following manner, to wit:

1. FIRE PROTECTION

The Fire Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire emergency occurring in such district and when notified by alarm or telephone from any person within the district of an emergency requiring such service, such department and/or squad shall respond and attend upon such emergency without unnecessary delay with one (1) or more companies and with suitable ladder, pumping, host apparatus and rescue squad service. Upon arriving at the scene of the fire or emergency, the firemen or members of the rescue squad shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and the saving of the life and property in connection therewith.

2. CONSIDERATION

In consideration of furnishing services described in Paragraph 1 above, TOWN must pay to VILLAGE the following:

- A. For the calendar year 2026, the sum of \$37,500.00 to be paid by March 31, 2026;
- B. For the calendar year 2027, the sum of \$38,500.00 to be paid by March 31, 2027;
- C. For the calendar year 2028, the sum of \$39,500.00 to be paid by March 31, 2028.

3. SPECIAL EXPENSES

With the exception of expenditures related to gasoline, transportation charges or repairs and maintenance of equipment, the TOWN must pay the VILLAGE a sum equal to any special expenses incurred in the operation of the equipment when responding to an emergency call. Special expenses are

to be paid within sixty (60) days of a written claim submitted to the Town Clerk and said written claim must be submitted by the VILLAGE within sixty (60) days after the special expense is incurred.

4. CLAIMS

Should any loss or damage whatsoever be sustained to the fire apparatus or other equipment, the cost of materials and any other special or incidental expenses incurred in the operation of the fire apparatus or equipment of the VILLAGE in answering or attending upon or returning from a call for assistance in the area, irrespective of the cause thereof, the amount thereof shall be charged upon the VILLAGE and not against the TOWN.

This fact is taken into consideration by both parties in arriving at the consideration to be paid to the VILLAGE pursuant to this Agreement.

The provisions of this paragraph shall not be construed to prevent the VILLAGE from securing reimbursement for any loss or damage sustained to fire apparatus, equipment or materials used by said VILLAGE in participating in any County Mutual Aid Plan from any township or area that issues any call for aid, as provided by any law of the State of New York.

5. ASSESSMENT FOR CONTRACT PAYMENTS

All monies to be paid under any provision of this Agreement shall be a charge upon the Fire Protection District to be assessed and levied upon the taxable property of said district and collected with the Town taxes.

6. PRIVILEGES AND IMMUNITIES

While performing their duties under this Agreement, members of the Perry Fire Department and Rescue Squad shall have the same rights, privileges, and immunities as if performing their duties within the VILLAGE.

7. INSURANCE

During the term of this Agreement:

A. Both parties hereto must maintain insurance with at least the following limits:

I. Commercial General Liability (including Incidental Medical malpractice) with limits of:

\$2,000,000.	General Aggregate Limit
\$1,000,000.	Products-Completed Operations Aggregate Limit
\$1,000,000.	Personal Injury & Advertising Limit
\$1,000,000.	Each Occurrence
\$ 50,000.	Fire Damage Limit

\$ 5,000. Medical Expense Limit

II. Fire Department Errors and Omissions Liability coverage with limits of:

\$1,000,000. Each Occurrence

\$2,000,000. Aggregate

This coverage is to include "any act, error or omission in services rendered in the discharge of lawful volunteer fire department duties."

III. Business Auto Liability coverage (Including Non-owned and Hired Auto liability):

\$1,000,000. Combined Single Limit per occurrence.

IV. Mutual Aid Liability coverage per Section G209 of General Municipal Law with limits of:

\$250,000. Per Occurrence.

V. Umbrella Policy

\$1,000,000. (Excess Liability)

B. Each Party must provide the other a certificate of such insurance coverage.

8. TERM

This Agreement shall continue for a period of three (3) years unless either party notifies the other in writing on November 30th of such year of its election to terminate this Agreement on December 31st of any year included in this Agreement.

9. PENALTY

Each payment shall be due and owing as of March 31st of each year. If said payment is not received on or before March 31st of any year, a penalty equal to one percent (1%) of the amount due for that year will be assessed, per month, on the payment and be due and owing.

[SIGNATURE PAGE FOLLOWS]

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

[TOWN SEAL]

TOWN OF PERRY

James Brick, Supervisor

ATTEST:

Sarah Ballinger, Town Clerk

[VILLAGE SEAL]

VILLAGE OF PERRY

Rick Hauser, Mayor

ATTEST:

Christina Slusser, Village Clerk

SCHEDULE A

The District Boundary in the territory as shown on a November 16, 1971 map of the Town of Castile, adopted by the Town Board of the Town of Castile as the Official Map of the Town of Castile, and bounded and described as:

BEGINNING at the southeast intersection of the town lines of the Town of Warsaw and the Town of Perry and continuing along the Perry town lines east to Silver Lake, then;

SOUTH along Silver Lake to the eastern extension of Abbott Road, then;

WEST along Abbott Road to Warsaw town line excluding Abbott Road properties, then;

NORTH along Warsaw town line to the point of beginning and beginning at the southeast intersection of Middle Reservation Road (Route 6) and the Town of Perry town line, then;

EAST along Perry town line to its southwest intersection with Town of Leicester town line, then;

SOUTH along Leicester town line to its intersection with the westerly boundary of Letchworth State Park, then;

SOUTHWESTERLY along Letchworth State Park westerly boundary to its intersection with the eastern extension of East Castile Center Road (Route 36), then;

WEST along East Castile Center Road to its intersection with Middle Reservation Road, excluding East Castile Center Road properties, then;

NORTH along the eastern side of Middle Reservation Road to the north side of Hathaway Road, excluding Middle Reservation Road properties, then;

WEST along the north side of Hathaway Road to its intersection with Route 39, excluding Hathaway Road properties, then;

SOUTHWEST to Fairview Road, excluding Fairview Road properties, then;

NORTHWEST to Silver Lake, then;

NORTH along Silver Lake to the Perry Village line, then;

EAST and NORTHEAST along Perry Village line to its intersection with Middle Reservation Road, (Route 6).



RESOLUTION APPROVING MUNICIPAL SHARED SERVICES AGREEMENT BETWEEN THE TOWN OF PERRY AND THE VILLAGE OF PERRY TO PROVIDE POLICE PROTECTION

WHEREAS, the Village of Perry Board of Trustees had requested a speed limit reduction on Lake Street and Walker Road/Silver Lake Road within the Town of Perry just outside the village limits; and

WHEREAS, the speed limits in this area are directly impacting the safety of residents within the village and posing a traffic safety hazard; and

WHEREAS, Lake Street is a main entrance to the Village of Perry with a lot of foot traffic from the Silver Lake Meadows apartment complex and the Perry Village Park; and

WHEREAS, Walker Road/Silver Lake Road has seen increased pedestrian and cyclist activities since the completion of the Silver Lake Trail; and

WHEREAS, these sections of roads are outside of the village limits and the Chief of Police is requesting the ability to patrol outside the village limits, as identified in Appendix A, for the increased safety of village residents; and

WHEREAS, the Village of Perry and the Town of Perry had entered into an agreement for police protection that expires on December 31, 2025; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Shared Services Agreement with the Town of Perry to expire on December 31, 2026 and authorizes the Mayor to sign the agreement.

**MUNICIPAL SHARED SERVICES AGREEMENT
BETWEEN THE TOWN OF PERRY AND THE VILLAGE OF PERRY
TO PROVIDE POLICE PROTECTION TO THE TOWN OF PERRY**

This Agreement, made on the ____ day of _____, 2025, by and between:

The VILLAGE OF PERRY, a municipal corporation of the State of New York, County of Wyoming, with offices located at 46 N. Main Street, Perry, New York (hereinafter referred to as the “VILLAGE”); and

The TOWN OF PERRY, a municipal corporation of the State of New York, County of Wyoming, with offices located at 22 S. Main Street, Perry, New York (hereinafter referred to as the “TOWN”); and

RECITALS

WHEREAS, the Village of Perry is wholly located and situated within the Town of Perry; and

WHEREAS, the VILLAGE has established and maintained a Police Department to operate within the municipal boundaries of the Village of Perry; and

WHEREAS, the TOWN has no Police Department of its own, and currently relies upon the services of the Wyoming County Sheriff’s Department and New York State Troopers to provide police protection services; and

WHEREAS, while the Wyoming County Sheriff’s Department and the New York State Troopers are thoroughly dedicated to providing police protection to the TOWN and surrounding areas, the proximity and distance of their headquarters in relation to the TOWN makes it difficult to have consistent monitoring of motorist speed within the municipal boundaries of the TOWN which are outside the municipal boundaries of the VILLAGE; and

WHEREAS, based on the aforesaid, from time to time, law enforcement demands exceed the resources of a particular law enforcement agency, and as such, the assistance and cooperation from other law enforcement agencies is necessary to ensure that public safety is promoted and maintained; and

WHEREAS, the TOWN is desirous of receiving police protection services from the VILLAGE within the jurisdictional boundaries of the TOWN beginning from the westernmost municipal boundary of the VILLAGE westerly on Lake Street to the intersection with Lake Street and Silver Lake Road, thence from such intersection southerly along Silver Lake Road to the northernmost municipal boundaries of the VILLAGE on such road (a map showing such area is attached hereto as **Appendix A**); and

WHEREAS, the VILLAGE and the TOWN deem it mutually desirable and beneficial to the interests of public safety, and to the safety of life and property of the respective inhabitants of the parties hereto, to ensure that such aforesaid area as described in the above paragraph and in **Appendix A** is monitored by the VILLAGE Police Department to ensure safe travelling speed of motorists entering the VLLAGE; and

WHEREAS, General Municipal Law § 119-O authorizes the execution of Municipal Share Service Agreements such as this to allow municipalities to undertake joint services; and

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1: Obligations of the VILLAGE

- i. The Village Board of Trustees of the VILLAGE shall consider adoption of a resolution to authorize and empower the members of the VILLAGE Police Department to act and perform law enforcement duties and services within the areas of the TOWN described in **Appendix A**, as well as to enter into this Police Protection Agreement.
- ii. If such resolution as described in the previous paragraph is adopted, and this agreement executed, the VILLAGE shall ensure that the VILLAGE Police Department shall be available for calls for service and law enforcement related matters in the areas of the TOWN described in **Appendix A**, if the VILLAGE'S Chief of Police, on duty Sergeant, and/or his/her designee deem it to be in the best interest of public safety or to protect life or property.
- iii. The VILLAGE Chief of Police, on duty Sergeant, and/or their designees shall adequately deploy available, necessary resources in a manner that will ensure adequate coverage of their primary responsibility, such being the protection of all VILLAGE residents, and all persons and property within the VILLAGE.
- iv. The VILLAGE shall take such actions as necessary to indicate and publicize to the public that the VILLAGE Police Department shall have jurisdiction both within the VILLAGE and within the areas of the TOWN set forth in **Appendix A**.
- v. The VILLAGE shall cause all insurance policies covering the operation of the VILLAGE Police Department to be endorsed to include the TOWN as an additionally insured party on the same basis as the VILLAGE. It is hereby understood and agreed that the TOWN will be added as an additional insured party solely with respect to this Police Protection Agreement.
- vi. The VILLAGE shall, to the extent and amount permitted under any such insurance policies maintained by the VILLAGE for Police Protection services, indemnify, hold harmless and defend the TOWN from any claim, cost, liability and/or expense

arising out of any occurrence involving any act of negligence, by omission or commission, by a police officer acting pursuant to this Police Protection Agreement, but in no event shall such indemnification exceed the limits of said policy. It is expressly understood that the TOWN shall be liable for any costs, disbursements, or expenses incurred which are in excess of the VILLAGE's policy limits, in defense of any such acts or omissions which occur in the area described in **Appendix A**.

- vii. The VILLAGE shall, within seven (7) days from receiving the same, forward to the Town Clerk of the TOWN an invoice or other mutually acceptable statement which shows the VILLAGE'S premiums paid for all insurance policies covering the operation of the VILLAGE Police Department, and specifying which portion of such premiums are paid for the purpose of naming the TOWN as an additionally insure party under such policies.

SECTION 2: Obligations of the TOWN

- i. The Board of Supervisors of the TOWN shall consider the adoption of a resolution to authorize and empower the VILLAGE Police Department and its members to act and perform law enforcement activities within the areas of the TOWN described in **Appendix A**, as well as to enter into this Police Protection Agreement.
- ii. If such resolution as described in the previous paragraph is adopted, and this agreement executed, the TOWN shall authorize and empower all duly authorized and appointed members and representatives of the VILLAGE Police Department to act and perform law enforcement services within the areas of the TOWN described in **Appendix A** with the same powers, duties, immunities, and privileges as if such officers were acting as Police Officers within the VILLAGE.
- iii. The TOWN shall take such actions as necessary to indicate and publicize to the public that the VILLAGE Police Department shall have jurisdiction both within the VILLAGE and within the areas of the TOWN set forth in **Appendix A**.

SECTION 3: General Provisions

- i. TERM: This agreement shall become effective upon the execution of the same by an authorized representative of both parties. This agreement shall remain in full force and effect until December 31st 2026, or until terminated pursuant to SECTION 3(ii) herein.
- ii. TERMINATION: This agreement may be terminated by either party upon thirty (30) days written notice to the other party pursuant to SECTION 3(v) herein.
- iii. MODIFICATION: This agreement may not be modified orally and can only be modified by mutual written agreement of the parties.
- iv. ASSIGNMENT: This agreement may not be assigned by either party.
- v. NOTICE: Any notice of termination or proposed modification shall be sent in writing, by certified mail, to the parties or their representatives at the following addresses:

For VILLAGE

Village Board of the Village of Perry

Attn: Village Mayor
46 N. Main St.
Perry, New York 14530

For TOWN

Board of Supervisors of the Town of Perry

Attn: Town Supervisor
22 S. Main St.
Perry, New York 14530

In addition to notices sent directly to the TOWN or the VILLAGE as set forth above, an additional copy of such notice shall be sent in writing, by certified mail, to the legal representative of the other party, which, as of the date of execution of this agreement is as follows, but subject to change:

For VILLAGE

DiMatteo Roach & Kelly
Attorneys at Law
Attn: David M. DiMatteo
87 N. Main St. – PO Box 190
Warsaw, New York 14569

For TOWN

Eli McWhinney
87 N. Main St. - PO Box 190
Warsaw, New York 14569

- vi. SCOPE: Nothing contained in this agreement shall be construed in any way as to limit the jurisdiction of such duly authorized and appointed members of the VILLAGE Police Department to act and perform the duties of such Police Officers to the area in the TOWN described in **Appendix A**.

Further, it is hereby recognized that there are multiple law enforcement agencies with jurisdictional authority within the TOWN, including the Wyoming County Sheriff's Department and the New York State Troopers. This agreement shall not be construed in any way so as to limit, affect or diminish the responsibilities, powers, or duties of such non-party law enforcement agencies within the TOWN.

Further, it is hereby recognized that this agreement shall not be construed in any way so as to restrict the VILLAGE Police Department's ability to seek assistance from other non-party law enforcement agencies for services rendered within the area described in **Appendix A**.

Further, it is hereby recognized that this agreement shall not in any way effect the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers enjoy in their own jurisdiction. It is expressly understood that any such immunities and exemptions shall be enjoyed by the VILLAGE Police Department and its members while conducting law enforcement activities considered hereunder in the area described in **Appendix A**.

- vii. MERGER: Both parties hereby represent and warrant that their respective boards have reviewed this agreement and authorized, by resolution, the execution of the same by their designated representatives. This Agreement is the complete, full, and entire understanding of the parties as it related to this Police Protection Agreement, and all prior agreements in regard to the same, whether written or oral, shall be superseded by the execution of this Agreement.
- viii. COUNTERPARTS: This agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same document.
- ix. GOVERNING LAW: This agreement shall be governed, in all aspects, by the law of the State of New York.
- x. FORUM AND VENUE: The Parties agree that any claim or controversy arising out of or relating to any provision or term of this agreement or the agreement itself shall be brought in the Wyoming County Court to the extent allowable by law; in the event that jurisdiction for a certain claim may not be properly vested with the Wyoming County Court, such action shall be brought in the nearest proximate court of competent jurisdiction.
- xi. SEVERABILITY AND INVALIDITY: If any term or provision of this agreement or the application thereof to any individual or legal entity considered hereunder shall, to any extent, be held by a Court of appropriate jurisdiction to be invalid

or unenforceable, the remainder of this agreement and the application of such terms or provisions to individuals or legal entities considered hereunder other than those as to which are held invalid or unenforceable, shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day first written above:

VILLAGE OF PERRY

TOWN OF PERRY

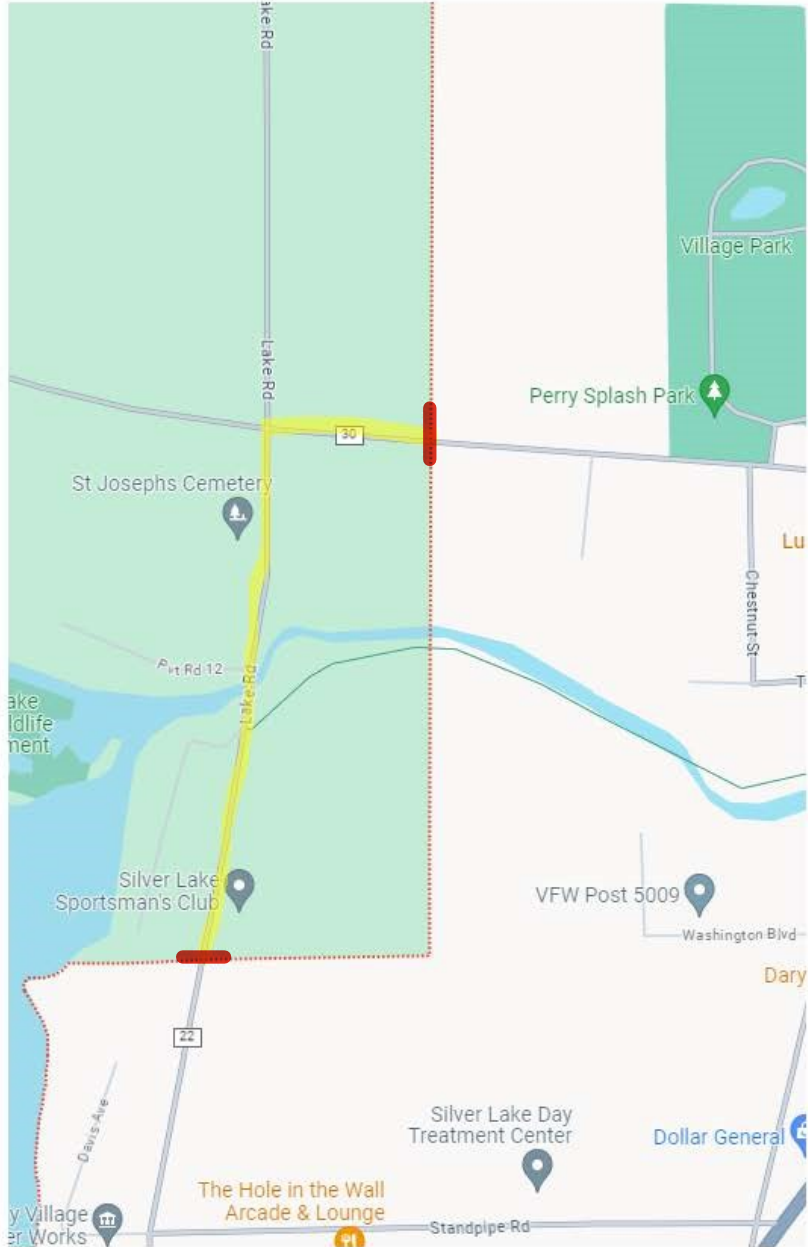
By: Rick Hauser, Mayor

By: James Brick, Supervisor

Dated: _____

Dated: _____

APPENDIX A





RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH TOWN OF PERRY FOR LETCHWORTH COMMUNITY ACCESS

WHEREAS, Letchworth Community Access has engaged with Sarah McGinnis Photography for a one-year agreement to provide commercial videography; and

WHEREAS, the attached Memorandum of Understanding outlines the scope and roles and responsibilities of the Village and the Town for the term of that agreement; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the Memorandum of Understanding between the Village of Perry and the Town of Perry with a termination date of October 1, 2026 at which time a contract renewal will be considered; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Mayor to execute the Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

Between the Village of Perry and Town of Perry as partners of Letchworth Community Access (LCA) for a Commercial Videography Agreement with Sarah McGinnis Photography. This MOU is made and entered into on the _____ day of _____, 2025 between the Village of Perry at 46 North Main Street, Perry, NY and the Town of Perry at 22 South Main Street, Perry, NY.

1. Background

The Village and Town of Perry have been long term financial sponsors of Letchworth Cable Access which was rebranded to Letchworth Community Access in September of 2023 due to the change from a cable TV station to production of social media content. The most recent known agreement for LCA is a Municipal Cooperation Agreement between the towns and villages in Perry, Castile, Pike, and Gainesville with signatures dated between 2003 and 2006. The only remaining partners of LCA are the Village and Town of Perry so the LCA Executive Committee wishes for an updated agreement in the form of an MOU.

2. Purpose

This Memorandum of Understanding ("MOU") is entered into by and between the **Village of Perry** and **Town of Perry** regarding the participation in **Letchworth Community Access (LCA)** in collaboration with **Sarah McGinnis Photography** to outline the terms, roles, and responsibilities regarding a **commercial videography project**.

The project aims to promote Perry's ongoing storytelling efforts by highlighting community events, providing transparency of public projects and initiatives, and supporting tourism and economic vitality of Perry through custom high-quality video content produced by Sarah McGinnis Photography to be shared on social media platforms.

3. Scope of Project

Sarah McGinnis Photography will develop and produce commercial video content that includes footage from both municipalities as outlined in the commercial videography agreement. The footage will be used for community engagement, promoting tourism, celebrating local festivals and events, highlighting public projects and initiatives, and celebrating community wins. Project Deliverables of the Full Community Package include:

- Two short-form videos (3-5 minutes each) per month with professional editing (a total of 24 videos).
 - Uploading with keyword-rich titles and descriptions.
 - Up to three hours of administrative support (including interview planning, content calendars, and ongoing communication).
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4. Roles and Responsibilities

Village of Perry and Town of Perry agree to:

- Develop a content list to be shared as soon as possible with the LCA Executive Committee for discussion and final decision between LCA and Sarah McGinnis Photography.
 - Divide content selection based on previous monetary contributions made to LCA where the Village of Perry chooses two-thirds of the video topics (16) and the Town of Perry chooses one-third of the video topics (8) for the one-year term.
 - Stagger the posting and release of content for each municipality as agreed upon by the LCA Executive Committee.
 - Provide assistance with scheduling local contacts, interviews, or accessing filming locations and activities as well as assistance with necessary municipal permissions regarding filming.
 - Promote final video content through official municipal channels.
 - Make equipment available for use by Sarah McGinnis Photography for official purposes related to the creation of content for LCA as agreed upon by the LCA Executive Committee.
 - Inform each party of changes to LCA Executive Committee members immediately. Such changes will not affect the terms of the agreement for the contract period.
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5. Term and Termination

This MOU shall be effective for a 1-year term beginning October 1, 2025 upon signature by both parties and remain in effect until the completion of the project on October 1, 2026.

6. Funding

- This project is provided with funding available through the LCA bank account with Tompkins and requires no direct financial contributions from either municipality for the term described.
 - Invoice #000042 for a total of \$9,900.00 requires a deposit of \$4,950.00 due on October 1, 2025 and final balance of \$4,950.00 due on April 1, 2026 is to be paid out of the Letchworth Community Access checking account by the LCA Secretary/Treasurer.
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7. Review of Content and Consideration of Extension

- The LCA Executive Committee shall meet as often as necessary to evaluate the effectiveness of the commercial videography project, and at minimum in July of 2026, the tenth month of the project.
 - Effectiveness of the project shall be based on awareness, audience engagement, and value of information shared.
 - Key performance indicators can include reach (total number of views), likes/comments/shares/saves, watch time, and social media or personal mentions.
 - Upon review of the effectiveness of the commercial videography project in July of 2026, the LCA Executive Committee shall make a recommendation on if the contract should be continued and report to their respective municipalities.
 - It is the hope of both parties upon entering into this MOU, that satisfactory performance and community effectiveness will allow a contract renewal for similar terms.
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8. Use of Content

All parties shall have **non-exclusive, royalty-free rights** to use the final video content for **promotional, tourism, and community outreach purposes**. Any commercial use beyond municipal promotion shall require written agreement from all parties.

9. Points of Contact

Village of Perry LCA Representative

Name: Joel Bouchard

Title: Village Trustee

Email: joel.david.bouchard@gmail.com

Town of Perry LCA Representative

Name: Harold Wright

Title: Town Board Member

Email: hjwright58@gmail.com

LCA Secretary/Treasurer

Name: Christina Slusser

Title: Village Clerk

Phone: 585-237-2216

Email: cslusser@villageofperry.com

Sarah McGinnis Photography

Name: Sarah McGinnis

Title: Videographer

Phone: (585) 216-7483

Email: sarah.mcginis.photography@gmail.com

10. Signatures

By signing below, the undersigned agree to the terms and intentions outlined in this Memorandum of Understanding.

Village of Perry

Signature: _____

Date: _____

Rick Hauser, Mayor

Town of Perry

Signature: _____

Date: _____

James Brick, Town Supervisor



RESOLUTION ADOPTING UPDATED VILLAGE OF PERRY ZONING FEE SCHEDULE

WHEREAS, the Zoning and Planning Committee reviewed the fee schedule and recommended increasing the cost of applications that will require a public hearing by \$50.00 to cover the advertising fee; and

WHEREAS, if a public hearing is to be rescheduled at the applicant's request or failure to meet any requirements such as providing neighbor notifications, the applicant will be responsible for an additional fee of \$50.00 per public hearing notice; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby adopts the Zoning Office Fee Schedule effective October 6, 2025.



Village of Perry Fee Schedule

(Effective October 6, 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.

ZONING OFFICE	
Zoning Permit	\$25 (up to 200 sq' + \$0.10 per sq' above)
Land Separation	\$150 (per lot created)
Site Plan Review	\$200 \$250
Variance	\$200 \$250 (per variance)
Special Use Permit	\$200 \$250
Special Use annual review	\$25
Subdivision – up to 3 lots	\$350 \$400
Subdivision – more than 3 lots	\$800 \$850
Re-Zone – up to 6 parcels	\$550 \$600
Re-Zone – more than 6 parcels	\$850 \$900
Unified Solar Permit (Wyoming County)	\$50
Soliciting	\$50 per day
Mailing and third-party review	Applicant assumes cost
Application fees include publication costs - rescheduled public hearings subject to additional fees	\$50 per public hearing notice *must be received prior to public hearing*



RESOLUTION DECLARING VILLAGE VEHICLE AS SURPLUS

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

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

WHEREAS, the Chief of Police maintains a 2020 Dodge Durango that has reached the conclusion of its useful life for department needs; and

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

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

VILLAGE OF PERRY**Abstract # 009
Summary by Fund**10/03/2025
15:41:17

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	35,087.46	90,483.06	125,570.52
F	WATER FUND	235.96	8,385.86	8,621.82
G	SEWER FUND	3,340.00	15,760.93	19,100.93
JA	SILVER LAKE WATERSHED COMMISSI	37.99		37.99
TA	TRUST & AGENCY		1,075.82	1,075.82
Total:		38,701.41	115,705.67	154,407.08

Vouchers #669 - 779 were audited by Trustee Muolo.

Prepaid includes \$32,406.00 for a 2021 Tahoe for PD.

10-03-25

15:42:07

**Village of Perry - 2025 - 2026 - Village Tax Collection
Trial Balance - All Swis Codes
10-03-25**

Original Warrant	2,564,414.63
Adjustments	1,879.10
Adjusted Warrant	2,566,293.73
Full Payments	2,405,019.62
Penalties	8,550.02
Bad Check Fees	40.00
Total Collections	2,413,609.64
Taxes Outstanding	161,274.11