



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, January 5, 2026 • 7:30 PM

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

1. Open Meeting and Pledge of Allegiance
2. Public Comment
3. Presentations & Board Actions
 - a. Approval of Minutes – December 15, 2025
 - b. Resolution Approving Submission of the 2026 Connect for Community Organizations Grant Application by Perry Community Band
 - c. Resolution Approving Professional Services Agreement with Colliers Engineering & Design
 - d. Resolution Authorizing Purchase of Cybersecurity Insurance Policy
4. Clerk/Deputy Treasurer's Report
5. Department/Committee Reports
6. Trustee Reports
7. Executive Session

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
DECEMBER 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 December 2025.

| | | |
|---------------|-------------------|-----------------|
| PRESENT: | Rick Hauser | Mayor |
| | Arlene Lapiana | Trustee |
| | Joel Bouchard | Trustee |
| ALSO PRESENT: | Samantha Marcy | Administrator |
| | Christina Slusser | Village Clerk |
| GUESTS: | Suzie Carlson | Perry Historian |
| | David Spink | Fire Chief |
| ABSENT: | Richard Muolo | Trustee |
| | Sandy Lawrence | Trustee |

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

PUBLIC COMMENT

Suzie Carlson, historian and advocate for a dog park in Perry, is concerned about comments on social media regarding the location of a potential dog park. A resident was concerned that the village-owned parcel with access from Leicester Street was being considered. The board reassured Ms. Carlson that the Perry Village Park was the only location that had been discussed and Leicester Street was never talked about.

MINUTES

Trustee Lapiana made a motion to approve the minutes for December 1, 2025 which was seconded by Trustee Bouchard and carried with all voting aye.

RESOLUTION ACCEPTING RESIGNATION OF PLANNING BOARD MEMBER, TODD MACK

WHEREAS, Mr. Todd Mack has tendered his resignation as a member of the Planning Board effective December 2, 2025; and

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

Trustee Lapiana made a motion to adopt the resolution accepting resignation of Planning Board member Todd Mack which was seconded by Trustee Bouchard and carried unanimously.

**RESOLUTION ESTABLISHING A RESERVE FUND FOR PAYMENT OF BONDED INDEBTEDNESS
WITHIN THE VILLAGE OF PERRY SEWER FUND**

WHEREAS, the Village Board of the Village of Perry met at a Regular Meeting at the Village Offices of the Village of Perry in the Village of Perry, New York on the 15th day of December 2025, commencing at 7:30 p.m. at which time and place the following members were:

Present: Mayor Hauser
Trustee Lapiana
Trustee Bouchard

Absent: Trustee Muolo
Trustee Lawrence

WHEREAS, all Village Board Members having due notice of said meeting, and that pursuant to Section 94 of the Public Officers Law (Public Meeting Law), said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, the Village Board is considering Establishing a Reserve Fund for Payment of Bonded Indebtedness within the Village of Perry Sewer Fund for the Wastewater Treatment Plant bond principal and interest payments (GML §6-h); and

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

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 6-h of the General Municipal Law, as amended, the Village of Perry does hereby establish a Payment of Bonded Indebtedness Reserve Fund to pay the cost of the principal and interest payments related to debt for the Wastewater Treatment Plant; and

BE IT RESOLVED, that the Chief Fiscal Officer is hereby directed to deposit and secure the moneys of this Reserve Fund in the manner provided by Section 10 of the General Municipal Law. The Chief Fiscal Officer may invest the moneys in the Payment of Bonded Indebtedness Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of the Village of Perry. Any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the Reserve Fund. The Chief Fiscal Officer shall account for the Reserve Fund in a manner, which maintains the separate identity of the cash and investments of the Reserve Fund.

Except as otherwise provided by Section 6-h of the General Municipal Law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. All appropriations from this fund are subject to board resolution.

Motion to adopt this resolution was carried unanimously.

RESOLUTION AUTHORIZING TRANSFER FROM THE VILLAGE OF PERRY SEWER FUND TO THE SEWER RESERVE FUND FOR PAYMENT OF BONDED INDEBTEDNESS

WHEREAS, at the December 15, 2025, Village Board meeting, the Board of Trustees created the Payment of Bonded Indebtedness within the Village of Perry Sewer Fund for the purpose of pay principal and interest costs related to debt for the Wastewater Treatment Plant; and

WHEREAS, the difference between the 2025-2026 budgeted expense for debt service and the anticipated payment due is \$61,498.00; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to transfer \$61,498.00 to the Payment of Bonded Indebtedness Reserve Fund for the Sewer Fund; and

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

Trustee Lapiana made a motion to adopt the resolution above authorizing transfer from the Village of Perry Sewer Fund to the Sewer Reserve Fund. This motion was seconded by Trustee Bouchard and carried unanimously.

RESOLUTION APPROVING RETAINER WITH VILLAGE ATTORNEY FOR 2026

WHEREAS, the Village of Perry’s Attorney has provided a Retainer Letter for the 2026 calendar year; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approves the Village Attorney Agreement for 2026 and authorizes the Mayor to execute the agreement.

Motion was made by Trustee Lapiana approving the retainer with the Village Attorney for 2026 which was seconded by Trustee Bouchard and carried with all voting aye.

CLERK/DEPUTY TREASURER REPORT

VILLAGE OF PERRY

Abstract # 014

12/11/2025
15:44:48

Summary by Fund

| Code | Fund | Prepays | Unpays | Totals |
|-------------|--------------|----------------|---------------|---------------|
| A | GENERAL FUND | 1,431.95 | 41,137.99 | 42,569.94 |

| | | | | |
|---------------|--------------------------------|-----------------|------------------|------------------|
| F | WATER FUND | 784.27 | 14,106.90 | 14,891.17 |
| G | SEWER FUND | 364.98 | 21,143.97 | 21,508.95 |
| HS | CAPITAL PROJECT - SEWER IMPROV | | 18,407.20 | 18,407.20 |
| TA | TRUST & AGENCY | | 1,087.00 | 1,087.00 |
| Total: | | 2,581.20 | 95,883.06 | 98,464.26 |

Vouchers #1154-1247 were audited by Trustee Lapiana. Trustee Bouchard made a motion to approve payment of abstract #14, vouchers #1154-1247 in the amount of \$98,464.26 which was seconded by Trustee Lapiana and carried unanimously.

DEPARTMENT/COMMITTEE REPORTS

The following reports were provided: Treasurer's Financial Reports, Department of Public Works, Water and Sewer Departments, Police Department, Property Maintenance.

LaBella Associates is going to complete a complimentary grant application for the TAP (Transportation Alternatives Program) Grant for Center Street. There may be a cost of around \$1,000 for an updated engineering report, but the grant application will be covered in full.

Wyoming County is now part of the Northern Border Regional Commission which opens access to a pot of federal funds for a variety of things regarding economic development and infrastructure. Other local municipalities have been recipients. This will be an item for the DPW agenda.

TRUSTEE REPORTS

Trustee Lapiana attended the Holiday DeLights Festival as well as the Perry Ambulance meeting.

Trustee Bouchard let the board know that LCA is working on videos. The first one has been released and the second is in the works. Sarah McGinnis got footage at Holiday DeLights which will be out shortly. The Santa train will be going around on Christmas Eve.

The Village of Silver Springs, Town of Gainesville, and Town of Castile all voted on consolidating into a joint fire district tonight after a public comment period. There will be 5 commissioners appointed to start out. Not many details are available on the financial effects of a joint district. Perry will have the option of joining the fire district at a later date.

At 8:18 pm, motion to adjourn was made by Trustee Lapiana, seconded by Trustee Bouchard, and carried.

Respectfully submitted,
Christina Sluser, Village Clerk



**RESOLUTION APPROVING SUBMISSION OF THE 2026 CONNECT FOR COMMUNITY ORGANIZATIONS
GRANT APPLICATION BY PERRY COMMUNITY BAND**

WHEREAS, the Perry Community Band would like to apply for a Community Grant through the Arts Council for Wyoming County; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the submission of the Community Grant application and authorizes the Mayor to sign the application.



Connect (for Community Organizations) Application 2026

This project is made possible with funds from the Statewide Community Re grants Program, a regrant program of NYSCA with the support of the Office of the Governor and the New York State Legislature and administered by the Arts Council for Wyoming County.

Community Arts Grants provide support to community-based organizations, groups, collectives or artists for arts and cultural projects. This program enables emerging artists and organizations to grow professionally and to enhance the cultural climate in communities and neighborhoods where they live and work. Community Arts Grants can fund but are not limited to: exhibitions, performances, concerts (all disciplines), festivals, demonstrations and workshops, screenings or readings.

This is a competitive process. All applications are extensively evaluated according to the criteria and priorities. Through Connecting Communities Arts Grants, the Arts Council for Wyoming County, NYSCA and the NYS Legislature hope to expand, enhance and increase arts and cultural programs in our community.

APPLICATION DEADLINE January 9th, 2026, 4 PM

- **Deadline for Review of applications, December 15th, 2025, 4pm.**
- **2026 Final Reports are due no later than 30 days after the completion of the project. All reports must be submitted by January 31, 2027.**
- **Submit your application and the accompanying materials to by the deadline to:**

BY EMAIL to grants@artwyco.org. This is the preferred method for submission.

IN PERSON AT ACWC, 31 South Main, Perry.

OR BY MAIL:

**ACWC Grants Coordinator
Arts Council for Wyoming County
PO Box 249
Perry, NY 14530**

Application Checklist – Required Application Materials:

| | |
|--------------------------|--|
| <input type="checkbox"/> | Attend an application seminar or set up an appointment for a meeting with the ACWC Grants Coordinator. Date of attendance or contact: |
| <input type="checkbox"/> | Completed application form, narrative, budget and timeline. Be sure to sign (get sponsor signatures if applicable). |
| <input type="checkbox"/> | Updated resume/CV and artist(s) statement(s) or other descriptive text of creative work for applicant teaching artist. If a group, this includes each member. If a non-profit arts organization, include cooperative work. |
| <input type="checkbox"/> | Samples/images/videos of previous work that supports the proposed project. (Email grants@artwyco.org with files or links to websites, shared drives or other online sources for all content. (Physical examples of work must be delivered to ACWC.) |
| <input type="checkbox"/> | For Pre-K-12 In-School or After-School Projects (A): Letter of Commitment from the partner school to the arts organization or teaching artist. <i>Refer to guidelines.</i> |
| <input type="checkbox"/> | For Community Based Learning (B): Letter of Commitment which details the partner’s support of the project and anticipated roles and responsibilities for each partner involved. <i>Refer to guidelines.</i> |
| <input type="checkbox"/> | For applications submitted with a Fiscal Sponsor: Letter of Agreement from the sponsor that clearly outlines the administration of the grant and defines mutual responsibilities. |
| <input type="checkbox"/> | Letter of endorsement or cooperation from proposed site or other relevant entities with interest or involvement in project. |
| | For applicant artist or lead artist: proof of Wyoming or Allegany County Residency. Type of Proof attached: (NOTE: <i>all documents must contain the individual’s name and address and must be dated no earlier than two years prior to an application</i>): |
| <input type="checkbox"/> | Telephone Bill |
| <input type="checkbox"/> | Utility Bill |
| <input type="checkbox"/> | Credit Card Statement (first page only; social security and financial information should be blocked) |
| <input type="checkbox"/> | Current lease or mortgage agreement listing the artist’s name and address |
| <input type="checkbox"/> | NYS Driver’s License or ID card |
| <input type="checkbox"/> | Voter registration card |
| | Other requirements from Organizational applicants: |
| <input type="checkbox"/> | Board of Directors roster (names and addresses) |
| <input type="checkbox"/> | Financial statement of the last completed fiscal year |
| <input type="checkbox"/> | Proof of non-profit status – <i>refer to guidelines</i> |
| <input type="checkbox"/> | WORKPLAN AND RUBRIC including lesson plans, evaluation plan, and participant evaluation forms. |

APPLICATION - SECTION 1: PROJECT INFORMATION

Please refer to program guidelines for specific, detailed instructions. Use no larger than 12 pt type. ALL INFORMATION IS REQUIRED.

| | | | | | | | | | | | |
|---|--|--------------------------|--------|------------------------|--------------------------|-----------------|-----------------------|--------------------------|------------------------------|--------------------------|----|
| Project Title: | | | | | | | | | | | |
| Applicant: | | | | | | | | | | | |
| Applicant Address: | | | | | | | | | | | |
| Media/Artform | | | | | | | | | | | |
| Type of Applicant: | | <input type="checkbox"/> | Artist | | <input type="checkbox"/> | Artist Group | | <input type="checkbox"/> | Non-Profit Arts Organization | | |
| Do you have a fiscal sponsor? | | | | | | | | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| If yes, specify fiscal sponsor: | | | | | | | | | | | |
| County: | | | | Allegany County | | | Wyoming County | | | | |
| Employee Identification Number (EIN) (For non-profits or fiscal sponsors) | | | | | | | | | | | |
| Proposed site of project: | | | | | | | | | | | |
| Address of proposed site of project: | | | | | | | | | | | |
| City: | | | | | | NY | Zip: | | | | |
| Contact Person #1: <i>Person who receives emails, check and attends Awards</i> | | | | | | | | | | | |
| Email: | | | | | | Phone: | | | | | |
| Contact Person #2 | | | | | | | | | | | |
| Email: | | | | | | Phone: | | | | | |
| Community-Based Partner: (leave blank if there is no partner) | | | | | | | | | | | |
| Dates (s) / Time(s) of project: | | | | | | | | | | | |
| How many events will take place as part of this project? | | | | | | | | | | | |
| How many artists will participate in the project? (For groups, such as bands, count each artist; for non-profits or cooperative artists applying, include total number of artists involved in project) | | | | | | | | | | | |
| Target Audience: | | | | | | | | | | | |
| Anticipated number served TOTAL: | | | | | | | | | | | |
| Anticipated percentage served per category: | | | | | | | | | | | |
| Children: | | Teens: | | Adults: | | Seniors: | | Special Needs: | | | |
| What accommodations are in place for people with disabilities? (200 characters max): | | | | | | | | | | | |
| | | | | | | | | | | | |
| Political Districts: | | | | | | | | | | | |
| NYS Assembly: | | | | NYS Senate: | | | US Congress: | | | | |
| Have you ever applied to NYSCA? | | | | | | Year Applied? | | | | | |

| | | |
|--|--|------------|
| BELOW: FOR NON-PROFIT APPLICANTS OR FISCAL SPONSORS: | | |
| Non-Profit Applicants – Fiscal Year Runs: | From: | To: |
| Year Organization was formed/incorporated: | | |
| Please share below your mission statement or briefly describe the purpose and activities of your organization (limit 500 characters) | | |
| | | |
| For Organizational Applicants or Sponsoring Organizations – Non-Profit Status: <i>Check one that applies and submit a copy of the document proof with this application.</i> | | |
| <input type="checkbox"/> | US Internal Revenue Service 501(c)(3) | |
| <input type="checkbox"/> | NYS Charities Registration (Article 7A) | |
| <input type="checkbox"/> | Unit of Local Government | |
| <input type="checkbox"/> | NYS Federally Recognized Tribal Nation | |
| <input type="checkbox"/> | NYS Not-For-Profit Corporation (Charter from Board of Regents S.216) | |
| <input type="checkbox"/> | Certificate of Incorporation under S.402 of the NYS Not-For-Profit Law | |
| <input type="checkbox"/> | | |

SECTION 2: PROJECT NARRATIVE:

Your proposal will be evaluated based on this narrative, so be as thorough as possible. Please answer the following questions *within this document*. Insert responses below corresponding questions. If a separate document is needed, please include the numbered questions with each response. **Please follow character limits indicated for Section 2 responses.**

Question 1: What is your project? What are you seeking grant funds to do? (1000 characters)

Question 2: Discuss the artists you have chosen for this project; how many artists will you work with? What makes those artists the “right fit” for your project? (1000 characters)

Question 3: Other than artists, how many people will be directly and actively involved with carrying out the project or event? What are their roles? (500 characters)

Question 4: How do you plan to market this project? (For example: advertising, press releases, website, flyers, email, outreach, etc.; list publications.) (500 characters)

Question 5: Discuss the choices your organization has made related to date(s), time(s), location(s), or other details. (500 characters)

Question 6: How will you evaluate the success of your project? (500 characters)

Question 7 – *Timeline*: Outline below a timeline for completion milestones throughout the proposed project (for example: all interviews will be completed by May 31; all photos will be printed by October 15; 5 of 15 poems will be completed by April 10). (1000 characters)

Question 8 – *FOR REPEAT PROJECTS ONLY*: Describe any changes you will make in your project this year, and the ways these changes will improve the project. (500 characters)

SECTION 3: BUDGET NARRATIVE:

This section replaces a separate budget form and budget notes. Please respond to the following budget related questions and provide the budgeted amounts for each. Refer to the Budget section of the Community Arts Grants Guidelines & Instructions for details concerning eligible/ineligible expenses and amount limits, etc. DO NOT INCLUDE IN-KIND FIGURES; complete the separate in-kind section to include estimated donations of time and materials.

BUDGET TABLE

USE THIS TABLE TO RECORD TOTAL BUDGET EXPENSES, INCOME AND GRANT REQUEST

| | | |
|---|----------------------|----|
| STEP 1: Complete the Expenses section, below, and enter total of all "Budget" Items A through I. | TOTAL: | \$ |
| STEP 2: Complete the Income section of your budget, below. DO NOT INCLUDE COMMUNITY ARTS GRANTS FUNDS AS INCOME. | TOTAL: | \$ |
| STEP 3: Subtract above Income total from Expenses total. ***THIS IS YOUR GRANT REQUEST*** | GRANT REQUEST | \$ |
| STEP 4: Complete " Grant Request " sections of Expenses Items A. through I., below, by indicating the amount of GRANT REQUEST you plan to use for each expense. | | |

ADDITIONAL INSTRUCTIONS: Complete both Expenses and Income sections **FIRST**. Once **GRANT REQUEST** is determined (above table, **STEP 3**), complete **STEP 4** of **BUDGET TABLE**. **NOTE:** total of all "Grant Request" figures must equal **GRANT REQUEST** in **BUDGET TABLE**, above. **GRANT REQUESTS MAY RANGE FROM \$1000 TO \$7500.**

EXPENSES

Items A through I: Include Budget for each & describe in spaces provided.

Item A: Administrative Personnel: Describe the budgeted amount for staff the project: positions, estimated hours and rates. (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item B: NON Personnel: Artist Fees. Add totals for artists/artist groups or art organizations you will hire for your project to determine budget (this includes fees for artist applicant(s). DO NOT INCLUDE ARTIST'S SUPPLIES COST IN THIS CATEGORY. Included supplies fees must be detailed separately in SUPPLIES category (Item E). (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item C: NON Personnel: Technical/Artistic. List any technical/artistic personnel for this project (such as lighting, directors, choreographers, framers, videographers, etc.), rates & totals for each and add to determine budget. (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item D: NON Personnel: Other. Please detail any other paid contractors, such as ushers, concession workers, janitors, graphic designers; their rates and totals for each, and total. (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item E: Consumable Supplies / Materials; Equipment Rental*. GRANT REQUEST MAX: \$1000
Please describe the supplies and materials that you will need to purchase to carry out the project, and how they will be used. Detail quantities needed, cost for each and totals. Include any amount to rent equipment to be used for the project. (300 characters)

***PLEASE NOTE: EQUIPMENT PURCHASE IS NO LONGER PERMITTED AS A PROJECT EXPENSE.**

***Fill box on top of next page for Item E.**

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item F: Travel / Transportation. What transportation needs **within your county** will be paid for to carry out this project? Please break down the costs associated with this need. (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item G: Marketing / Advertising / Promotion. Describe costs for advertising the project. Include paid social media ads, print ads, posters, etc. (You will use the separate in-kind section, below, to estimate values of free social media promotions, press, etc.). (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item H: Remaining Operating Expenses. Detail any other operating expenses related to the project, such as software subscriptions, insurance, etc. How is each needed for the project? (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

Item I: Other Expenses. Describe any expenses you will have that do not fit into any other category & the need for them. (300 characters)

| Budget \$ | | Grant Request \$ | |
|-----------|--|------------------|--|
| | | | |

TOTAL EXPENSES

| |
|--|
| Add all " Budget " expense figures. Use this figure to complete BUDGET TABLE at top of SECTION 3 (STEP 1) . \$ |
|--|

INCOME

Items J through U: Include Budget for each & describe in spaces provided (Parts 1 & 2). Enter the total income in BUDGET TABLE, above (STEP 2). Character limits apply.

PART 1: EARNED INCOME:

Item J: Admissions. How many are expected to attend? What is the ticket/admission or requested donation amounts? Total should reflect this. (300 characters)

| Budget | \$ |
|--------|----|
| | |

Item K: Membership Dues. What portion of membership funds will be dedicated to this project? (300 characters)

| Budget | \$ |
|--------|----|
| | |

Item L: Tuition / Workshop Fees. What fee will each person pay to attend classes, workshops, lectures, etc., and how many are expected to attend? Will there be a separate fee for supplies? Please describe in detail below. (300 characters)

| | |
|---------------|-----------|
| Budget | \$ |
| | |

Item M: Ad Revenue. Will you collect funds to advertise in a program or in some other way? How much will you collect for each and how many total ads do you expect to have? Total should reflect this. (300 characters)

| | |
|---------------|-----------|
| Budget | \$ |
| | |

Item N: Sales / Concessions. Will you sell food, drinks, and/or any retail items? Please describe. (300 characters)

| | |
|---------------|-----------|
| Budget | \$ |
| | |

Item O: Earned Income: Other. Please describe any earned income that does not fit clearly into any other category.

| | |
|---------------|-----------|
| Budget | \$ |
| | |

| |
|---|
| <p>SUBTOTAL, PART 1: Earned Income. Add Budget INCOME \$</p> <p>figures J. through O.</p> |
|---|

PART 2: CONTRIBUTED INCOME

Item P: Donations. Will any donations be collected dedicated to this project? Describe. (300 characters)

| Budget | \$ |
|---------------|-----------|
| | |

Item Q: Sponsorships. Will you collect sponsorships from any businesses or organizations toward this project? If possible, list these and how much each will contribute.

| Budget | \$ |
|---------------|-----------|
| | |

Item R: Grants. Describe any grant sources and total funds for each? Are these funds restricted to specific expenses? What are those expenses? **(Please do not include anticipated Community Arts Grants funds in this total.)**

| Budget | \$ |
|---------------|-----------|
| | |

Item S: Fundraising. What fundraising is planned and how much do you expect to earn from it? (300 characters)

| Budget | \$ |
|---------------|-----------|
| | |

Item T: Organizational Contribution. Has your organization budgeted any funds to pay for any part of this project? How much and what expense will it cover? (300 characters)

| | |
|---------------|-----------|
| Budget | \$ |
| | |

Item U: Contributed Income: Other. Contributed income that does not fit clearly into any other category. (300 characters)

| | |
|---------------|-----------|
| Budget | \$ |
| | |

| |
|--|
| <p>SUBTOTAL, PART 2: Contributed Income. Add Budget \$ INCOME figures P. through U.</p> |
|--|

TOTAL INCOME

| |
|---|
| <p>Add SUBTOTALS of both Earned (PART 1) and Contributed (PART 2) Income. Use this figure to complete BUDGET TABLE at top of SECTION 3 (STEP 3). \$</p> |
|---|

IN KIND CONTRIBUTIONS

| What is being donated / contributed? Include quantities | \$ Value / Unit Estimated value of each unit (such as per hour, per piece, | Total Value of contribution |
|---|---|-----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL IN KIND | | \$ |

Applicant's Signature and Date:

I certify that all statements made in this application are true to the best of my knowledge. I have read the guidelines of the ACWC Community Arts Grant Program and certify that this application complies with and is made subject to said guidelines. I certify that I reside in Allegany or Wyoming County and have done so for at least six months prior to the application deadline. I certify that I am at least 18 years of age, and that I am not enrolled as a full-time undergraduate student. I acknowledge that the Arts Council for Wyoming County is not liable for damage or loss of materials submitted.

Name (print): _____

Signature: _____

Date: _____

Sponsoring Agency Representative, if applicable (*person legally eligible to obligate the not-for-profit organization*)

Name (print): _____

Signature: _____

Date: _____



RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH COLLIERS ENGINEERING & DESIGN

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

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

WHEREAS, the selection committee has recommended selecting Colliers Engineering & Design; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the Professional Services Agreement with Colliers Engineering & Design in an amount of \$315,000.00 and authorizes the Mayor to sign the Professional Services Agreement.

Professional Services Agreement

January 5, 2026

THIS AGREEMENT is entered into ~~October 23, 2025~~, by and between the Village of Perry (Village) at 46 North Main Street, Perry, New York 14530, United States and COLLIERS ENGINEERING & DESIGN, INC. and its Affiliate Entities (Consultant) at 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733 for the following project:

Village of Perry Silver Lake Trail Extension

WITNESSETH:

WHEREAS the Village and Consultant have agreed upon the consideration in an amount not to exceed \$315,000 for professional services rendered for the project hereby presented as Exhibit A.

WHEREAS the Village did authorize the Mayor and Village Committee to enter into this written agreement at a regularly scheduled meeting of the Board on January _____, 2025.

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

1. The Village agrees to engage this Consultant and the Consultant agrees to perform the professional scope of services attached that shall be referred to as Exhibit A.
2. The Consultant shall perform all services to be performed hereunder or, in the event Consultant is unable to be present, by a Consultant competent in the field and duly licensed to practice in the State of New York
3. The total approved contract amount for the project is \$315,000.

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

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

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

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

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

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

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

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

January 6, 2026 slm

6. The services called for in the contract shall be provided commencing on ~~October 23, 2025~~. Either the Village or Consultant can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the Village Attorney and Consultant (Colliers Engineering & Design, Inc.) Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

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

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

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

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

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

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

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

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

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

[Signatures to follow]

Village of Perry

Name

COLLIERS ENGINEERING & DESIGN, INC.

Name

EXHIBIT A

SCOPE OF SERVICES

Project Approach

1. Plan Development & Schematic Design

During the plan development and analysis phase, our team will collect existing conditions information within the project extents, review the proposed alignment, explore potential alternatives, and select a final alignment that will guide schematic design.

A. Concept Plan Review with the Village Project Staff

Our team will schedule a meeting with the Village project staff/team to discuss the existing concept plan. The goal of this meeting will be to identify the extent of existing site assessment to align with the areas for exploration during plan development and focus areas that guide our design exploration. We acknowledge alternatives have already been in discussion, identified at the pre-proposal site walk through, which have been included the following figure. We will discuss these alternatives in more detail, as well as other alternatives that may exist between the outlet trail and Center Street.

Refer to Graphic on Page 26.

Deliverables:

- Meeting agenda and meeting minutes
- Basemap in pdf format
- Markup of meeting alternatives in pdf format

Assumptions:

- Meeting will be a virtual format, utilizing Poll Everywhere, as needed to gather feedback on the concept design
- Meeting materials will be based on existing concept plan/design
- Meeting attendance will be limited to the project team – this will be a technical working meeting

B. Site Assessment

Our team will review relevant plans and studies, including the 2016 Silver Lake Trail Feasibility Study and the Downtown Revitalization Initiative.

We will collect and compile existing conditions information through mapping, desktop analysis, and fieldwork:

- Zoning and code designations
- Right-of-way boundary
- Parcels and building footprints
- Easement documentation/status of all properties to be incorporated into the design
- Manmade structures, above and below-ground utilities and drainage structures (water, sewer, electric, telecommunications)
- Vehicular, public transportation, pedestrian, and bicycle transportation/circulation systems that serve or are located near the site
- Sensitive environmental resources, such as local, state, and federal wetlands, floodplains, and critical habitat areas
- Traffic conditions

Perry NY

Silver Lake Trail

Alternatives

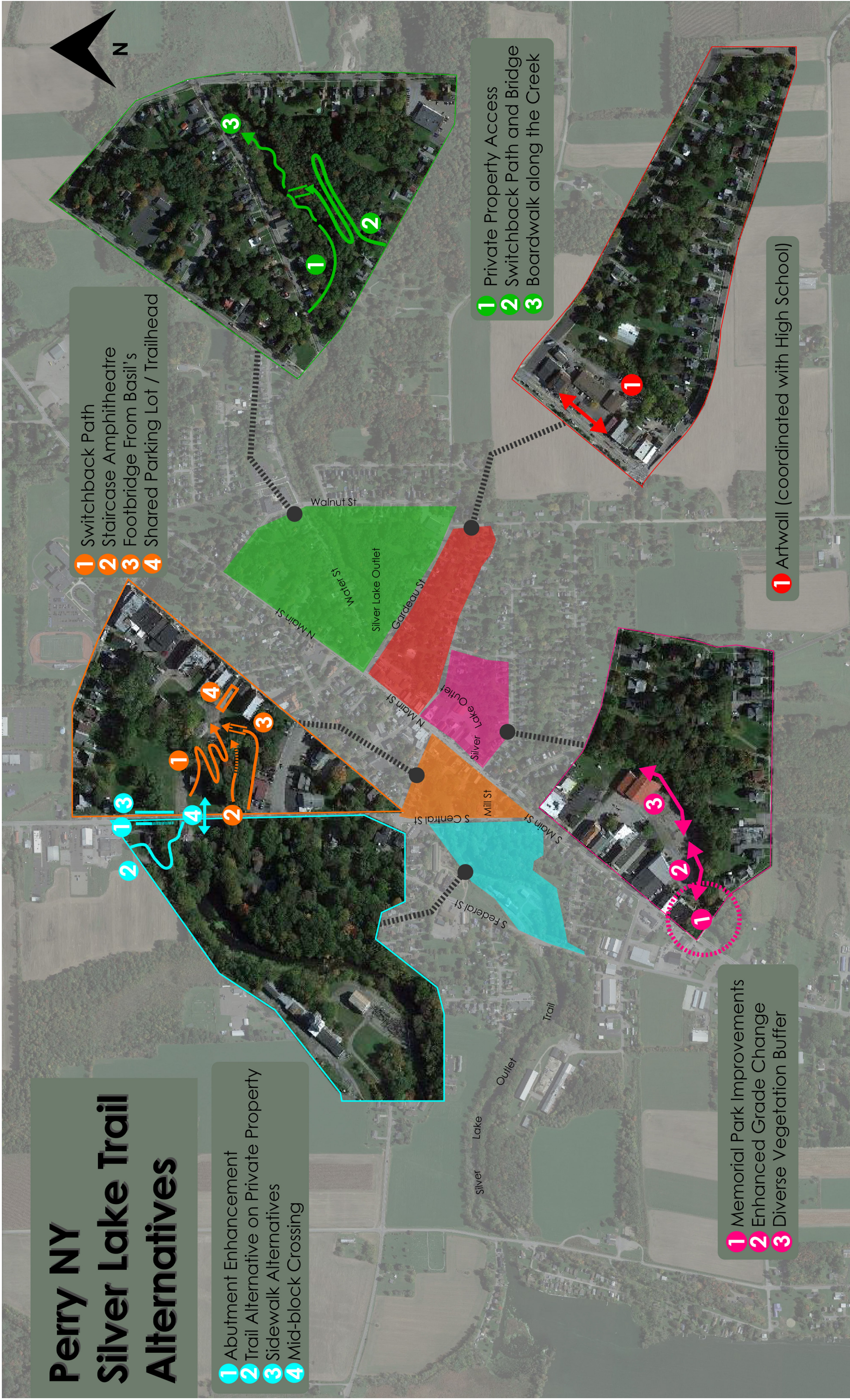
- 1 Abutment Enhancement
- 2 Trail Alternative on Private Property
- 3 Sidewalk Alternatives
- 4 Mid-block Crossing

- 1 Switchback Path
- 2 Staircase Amphitheatre
- 3 Footbridge From Basil's
- 4 Shared Parking Lot / Trailhead

- 1 Private Property Access
- 2 Switchback Path and Bridge
- 3 Boardwalk along the Creek

- 1 Memorial Park Improvements
- 2 Enhanced Grade Change
- 3 Diverse Vegetation Buffer

- 1 Artwall (coordinated with High School)



- Historic and archeological resources, building on previous assessments
- Soil types
- Topography and hydrology

For any imperative information that is not available on a web-based platform, we will conduct a topographic/boundary survey and geotechnical investigation to better understand the existing conditions.

Deliverables:

- Existing Conditions Map in pdf format
- Survey in both pdf and Civil3D formats
- Geotechnical memo in pdf format

Assumptions:

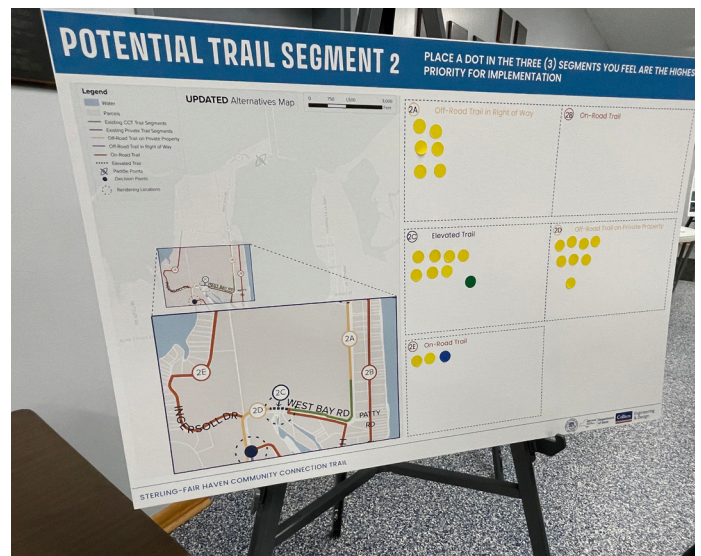
- Geotechnical investigation will include up to five (5) borings in key locations along the corridor where there may be erosion control concerns or structural foundations.
- Topographic/boundary survey will be conducted within a typical 40' width corridor along the proposed trail alignment and alternatives. Larger areas may be included in specific focus areas (Memorial Park and behind the Laundromat). Survey extents will be confirmed with the Village before commencement.
- Private property, easement, and acquisition survey is not included.

C. User Group Meeting

Our team will conduct two user group meetings. One will be held with the public, and another will be held with the Project Oversight Committee, which is selected by the Village.

This user group meeting will be an in-person focus group workshop with user groups to review and solicit input on the existing conceptual trail plan, potential alternative routes, opportunities and constraints, and vision for the trail. Vision may include soliciting one-word or phrase responses that characterize user group and public aspirations for the project, and/or may include visual preferences for the trail, including materials, amenities, and aesthetic. We will assist the village by providing marketing materials that can be used to spread awareness of the meeting at least three (3) weeks in advance through flyers, social media, and the village website.

If the Villages wishes to conduct additional engagement, our team will share materials from this meeting with the Village for their additional engagement endeavors.



Deliverables:

- Alternative 1
 - » Social media graphic in jpeg format and flyer in pdf format to advertise for in-person focus group
 - » Up to four (4) activities or prompts
 - » Check-in form and activity materials
 - » Basemap in pdf format for markup and discussion
 - » Meeting notes in word document and pdf format

Assumptions:

- The Village will coordinate with the design team for selection of a venue and will book the venue
- The Village will provide any branding or template standards for meeting distribution
- Advertising materials may undergo one (1) round of review and comment prior to issuing final materials
- Meeting materials and survey questions will be based on the existing conceptual plan and general locations, materials, and/or potential structures of alternatives
- The materials for both workshops will be the same general content

D. Alternative Exploration

Based on the information collected both at the Village Staff meeting and the User Group meeting/survey, our team will compile an assessment of preferences and potential alternative routes that would complete the trail and/or navigate certain environmental or grade constraints.

We will evaluate the identified alternatives for feasibility based on a set of ranking criteria agreed upon by the Village, which may include factors such as environmental impact, accessibility, constructability, resiliency/maintenance, and implementation cost. Opinion of probable cost will be generated using a table of unit price costs and linear footage of each trail segment. These initial analyses will serve to support the next step, in this process below, the Prioritization workshop.

The outcome of this meeting will be to share two potential alternatives for the build-out of the trail network, and our team will further investigate potential build-out of these features through perspective, plan, or cross section diagrams, as appropriate to demonstrate key information.

Deliverables:

- General markup of alternative trail locations in pdf format (as many as were discussed)
- Two (2) alternative trail system plans in pdf format
- Ranking criteria in memo format for approval of the Village prior to analysis
- Table of unit price cost comparisons
- Ranking matrix in excel spreadsheet format for review of the Village
- Precedent imagery reflecting alternative trail system materials, amenities, and structures
- Perspective, plan enlargement, and/or cross section sketches of recommended alternatives

Assumptions:

- Five priority areas were discussed during the site walk. We anticipate 1 more priority area near the outlet trail. While multiple alternatives may be discussed, our team will be prepared to conduct investigation and evaluation of up to two (2) alternatives (structures, alignments, etc) in each of the priority areas that will feed into the generation of two trail system plans.
- List of anticipated permits and property ownership agreements required to implement the project will be provided. We will identify certain areas that may specifically require certain permits in comparison to corridor-wide permits and approvals
- Unit price table to include up to ten (10) key trail features, such as staircase, boardwalk, footbridge, stone dust trail, stabilized stone dust trail or porous pavement, pavilion, bench, stone seating, shrub, and tree planting

- Cost for each feature within each alternative will be based on linear foot of alternative length
- One (1) round of comments will be used to refine the alternative concept plans for the trail system prior to sharing with the Village Board

E. Village Staff & Board Prioritization Meeting

During this meeting, our team will reconvene with the Village project staff and welcome Village Board Staff to review and discuss two alternatives to the existing concept plan and the recommended trail system at large. Referencing the preliminary ranking assessment and unit price cost table, the board will select the preferred alternative routes and prioritize improvements to the Silver Lake Trail. Prioritization may reflect preference for certain materials or phasing of trail implementation.

Deliverables:

- Meeting agenda and meeting notes in pdf format
- Meeting slide deck in powerpoint format
- Alternative plans printed for review and comment on posters

Assumptions:

- Meeting will be conducted in-person
- Material for task D will be used as the basis for this meeting
- Up to three (3) posters will be developed for use at this meeting
- This meeting will result in the selection of the preferred trail system (pre-final) and will not result in additional alternatives for exploration



F. Pre-Final Plan Development

Using the information collected during the Village Staff and Board Meeting, our team will prepare a draft/pre-final plan of the trail system. As part of this task, we will develop a pre-final plan rendering, a pre-final perspective sketch of a key location along the corridor, and images for key locations to help convey the essence of trail implementation. We will also update the anticipated opinion of project cost for the pre-final plan.

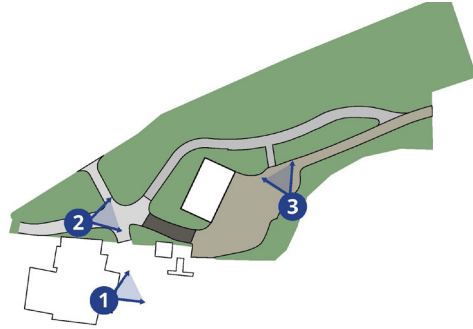
Deliverables:

- Pre-final plan in pdf format
- Pre-final perspective rendering in pdf format
- Opinion of probable cost estimate in pdf format

Assumptions:

- Meeting will be conducted virtually
- One (1) round of comments will be issued by the Village on the pre-final plan materials
- This meeting will not result in newly-introduced alternatives for exploration

Updated Concept:



View from the Tang Welcome Center overlook deck looking northeast. In the foreground, vegetative screening of the hydroelectric intake facilities are shown, with programming of the shoreline area in the background.



View from the transition area looking east. Students enter the site from an ADA accessible walkway, bridge, or new staircase through a distinctive gateway arch leading to an ADA accessible path to the shoreline and trail.



View from the firepit looking north. To the right, upland native shoreline vegetation is captured, to the center, the staircase to the pathway, and to the left, the equipment storage building.

Beebe Lake North Gateway Design, Cornell University | April 30, 2024

G. Public Open House

Our team will work with the Village to spread awareness of an open house to review the pre-final plan with the public 2-3 weeks ahead of the meeting utilizing previous advertising materials.

During this open house, our team will present a reflection on the process for soliciting input, the alternatives that were evaluated, and ultimately the criteria and discussions that led to selecting the preferred trail network configuration and features. We will then open-up the meeting to an open gallery session where we will have boards showcasing project materials with staff stationed to discuss and solicit input from the public on the various aspects of the project.

Deliverables:

- Updated flyer in pdf format and social media graphic in jpeg format
- Meeting agenda and meeting notes in pdf format
- Introductory slideshow in ppt format
- Poster boards for open gallery session showcasing existing conditions map, public input from the user group meeting, the rendered concept plan, concept renderings, and precedent images, as needed

Assumptions:

- Advertising materials developed for the user group meeting will be the basis for advertising materials for this open house
- Meeting will be in-person
- Up to five (5) presentation boards will be developed
- Village will book meeting venue for open house
- No significant alteration of the concept plan will follow this meeting. If significant changes are required, design team and Village shall consult on next steps and additional services.

H. Final Plan Development

Using the information collected during the Open House, our team will produce a final plan of the trail system. As part of this task, we will update the pre-final plan rendering and provide a perspective rendering of a key location along the trail. We will also refine images for key locations to help convey the essence of trail implementation, and provide an updated opinion of project cost for the pre-final plan.

Deliverables:

- Updated concept plan in pdf format
- Opinion of probable cost estimate in pdf format

Assumptions:

- One (1) round of comment will be issued on the final plan deliverables
- This meeting will not result in additional alternatives for exploration



I. Board Presentation

During this task, the team will present the final plan, renderings, and images to the Village Board for final approval of the concept plan.

Deliverables:

- Meeting agenda and meeting notes in pdf format
- Meeting slide deck in powerpoint format

Assumptions:

- Meeting will be attended in-person
- Up to five (5) project slides will be produced for visual communication of the project which may be updated from the open house.

2. Design Development

During the design phase, our team will develop a regulatory compliance and permitting strategy, produce a schematic design for the preferred alternative, prepare detailed design documents, and produce construction documents.

Regulatory Compliance and Permitting Strategy

Potential Environmental Review and Permitting Items

- State Environmental Quality Review Act (SEQRA) Type I Environmental Assessment Form preparation
- Coordination with NYSDEC for:
 - » Stream Disturbance permits for Silver Lake Outlet crossings
 - » SPDES General Permit for Stormwater Discharges

- NYSDOT coordination for:
 - » State Route 246 (Center Street) improvements
 - » Work zone traffic control plans
- State Historic Preservation Office (SHPO) consultation for archaeological sites
- Village of Perry approvals

Deliverables:

- Environmental Assessment Form
- Draft permitting submissions for Village review
- Digital copy of final submission and attachments

Assumptions:

- Up to one (1) meeting will be held with NYSDOT for Center Street improvements
- Traffic engineering analysis is not required
- Application fees to any regulatory agencies will be provided by the Village
- Archaeological field investigations or exploratory or testing work for site contamination will not be required
- Flood Hazard Area application or mapping will not be required



50% Design

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

- Trail location and alignment
- List of site features, such as benches, picnic pavilions, and site furnishings
- Location of structural features, such as bridges, boardwalks, and/or staircases
- Vegetation areas, tree locations, and plant schedule
- Location for public art integration opportunities

Drawings and documents produced during this phase include:

- Title Sheet
- General Notes
- Staging Plan
- Site Preparation/Demolition Plan
- Erosion and Sediment Control Plans
- Key Plan & Site Plan Enlargements
- Grading Plan Enlargements
- Utility Plans
- Planting Schedule Plan
- Structural Plans, Sections, and Elevations
- Miscellaneous Details
- List of Supplemental Specifications

Deliverables:

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

Assumptions:

- Project will be drafted in Civil3D
- Village will provide front end specifications and contract documents for bid proposal book
- Approved Schematic design concept will be used as the basis of design for the 50% design package
- Picnic pavilion and other site furnishings will be manufactured by vendors
- Project will be bid as one (1) phase. No additional phases are anticipated.
- One (1) round of review and comment by the Village
- Design fees may require renegotiation if the overall project estimate exceeds the final plan development opinion of probable cost estimate
- Updated Flyer briefly describing design updates

3. Construction Documents

Final Design

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

1. Analyses will be completed and checked.
2. Component sizes will be verified.
3. Plan enlargements, elevations, sections, and details will be prepared to fully describe the configuration of new structures
4. Connection and interface details will be prepared
5. Full dimensions, including any applicable tolerances will be defined
6. Notes and schedules will be completed
7. Types and locations of all materials will be clearly presented
8. Coordination issues with other disciplines will be resolved.
9. Design briefs, drawings, calculations, relevant correspondence, and comment resolutions will be neatly bound and indexed

During this phase, we will complete, submit and obtain approvals and/or concurrence for all permits, SEQR and related environmental and cultural resources as development throughout the earlier tasks of this project.

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

Deliverables:

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

Assumptions:

- Assume a single contract. No application of Wick's Law.
- Draft final design comments will not introduce new work into the scope of the design work.
- One (1) review meeting will be held to review the draft final design.
- Updated Flyer briefly describing design updates



Letchworth Upper Bridge Falls Trail

4. Public Bidding

Following the approval of the Construction Documents, our team will assist the Village in conducting a competitive public bidding process. We will assist the Village with obtaining competitive bids by identifying potential bidders and developing contractor and supplier interest by directly notifying potential bidders of the project advertisement.

Our team will provide input on a recommended construction schedule that meets the needs of the Village for inclusion in the contract documents.

During the bidding process we will assist the Village with confirming responsiveness of bids, evaluating and determining the successful bid, recommending for contract award to the Village Board and assisting with the preparation and coordination of contracts for construction. To smoothen this process, our team will establish and implement procedures for the bidding process:

- Distribution of bid documents and record of distribution
- Issuance of addenda
- Considerations for substitutes
- The scheduling, organizing, and holding of pre-bid conferences
- Receipt of bids and the bidding schedule

Deliverables:

- Recommended construction schedule
- One (1) pre-bid meeting (in person) meeting agenda and notes
- Bid Addendum
- Bid Tabulation Sheet
- Bid Evaluation and Recommendation for Award

Assumptions:

- There will be no significant design changes or additional scope items called into the project as a result of an addendum.
- Addendum will not require more than one (1) round of design changes
- Anticipate a maximum of one (1) addendum

5. Construction Phase

In consultation with the General Contractor, our team will organize and conduct bi-weekly virtual construction meetings with contractors, consultants, and the Village. The meetings shall include a review of project management, project schedule, and project procedures. As necessary, we will participate in and conduct project meetings related to job progress, problem resolution, and decision making.

In consultation with the Village Administrator, our team will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.). We will ensure the Village is aware and approves of all submittals before the Contractor may proceed. In addition, the Village Administrator will coordinate the processing and approval of all submittals with our firm. We will establish and maintain a submittal log to ensure contractor compliance with the contract documents.

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

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

Deliverables:

- One (1) pre-construction meeting (in-person)
- Bi-weekly progress meetings (virtual)
- Site visits for construction inspection and compliance
- Site visit reports in email format
- Meeting agendas and notes, issued in a timely manner



Dolgeville Floodplain Waterfront Park

- Response to RFI's
- Submittal Reviews
- Pay Application Reviews
- Change Order Reviews

Assumptions:

- Construction inspection will be typically be bi-weekly, with additional inspection as necessary for specific project components as discussed between the Village and consultant team

6. Close-Out Phase:

In consultation with the Village, we will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy. We will verify substantial completion and final inspections.

We will also assist the Village with coordinating close-out activities, including preparing a list of deficiencies (punch list), coordinating completion of deficiencies and corrective actions, coordinating submittal of close-out documents, resolving change orders, and providing recommendations for payment of retainage.

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

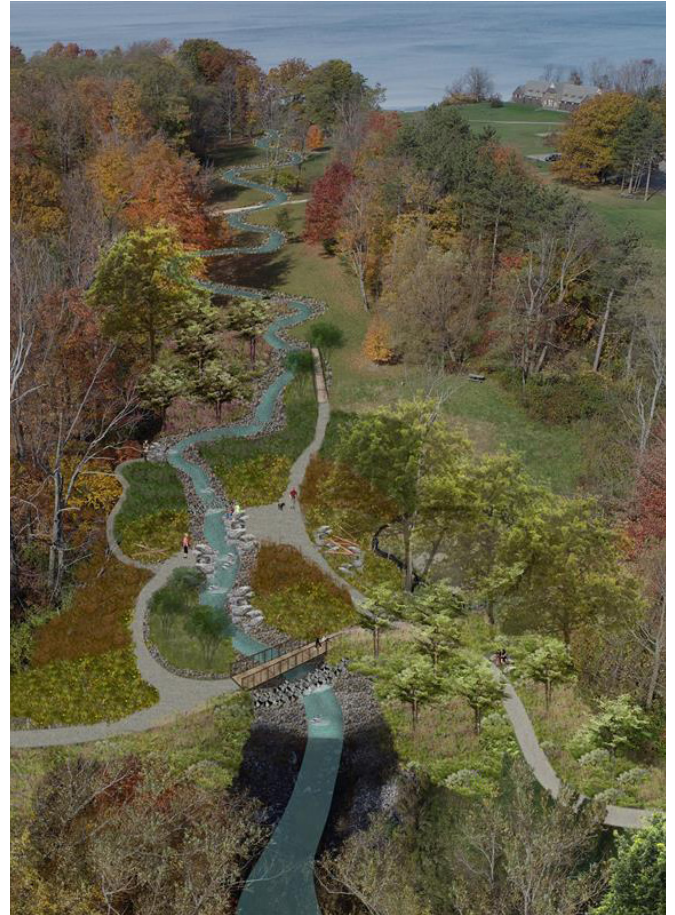
Deliverables:

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

Assumptions:

- As-built drawings will include pdf digital format and 1 hard copy
- Key subcontractors will be available and responsive during the closeout phase for any necessary punch list completion
- Vendors will provide all necessary operations and maintenance (O&M) manuals and warranty documents
- The owner will have personnel to perform final inspections and a smooth handover of the completed facility There will be no internal or external communication breakdowns with key stakeholders that would prevent the timely execution of closeout tasks

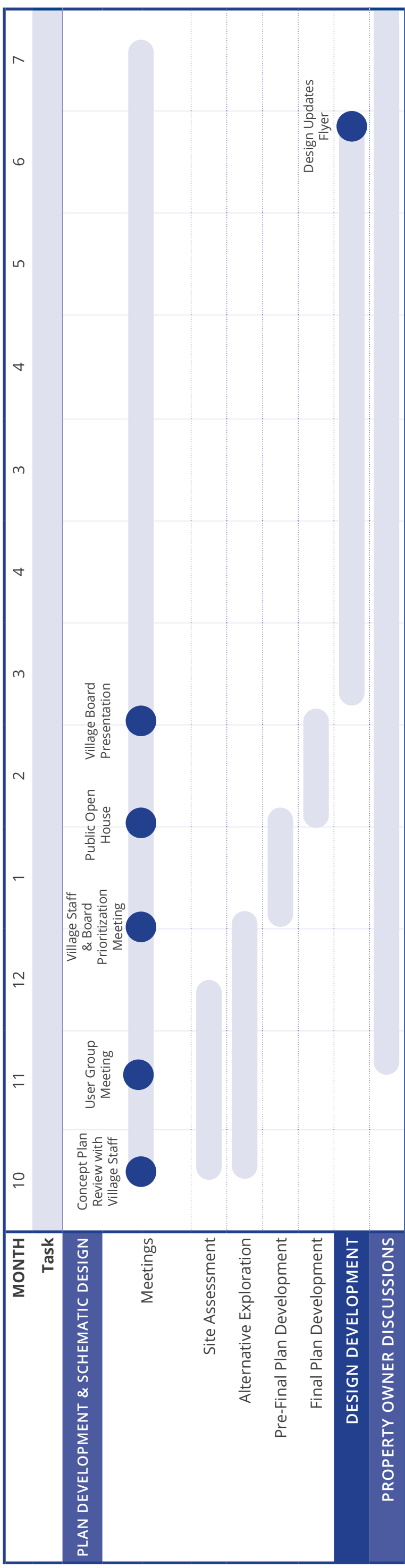
Lake Erie State Park Stream Daylighting



The CED team can begin the proposed scope of work within two weeks of the contract award. We anticipate the completion of this project within an 4-year timeframe. Although our recommended timeframe, this schedule should be considered flexible and can be modified based on further discussion with the Village of Perry to best suit the project needs.

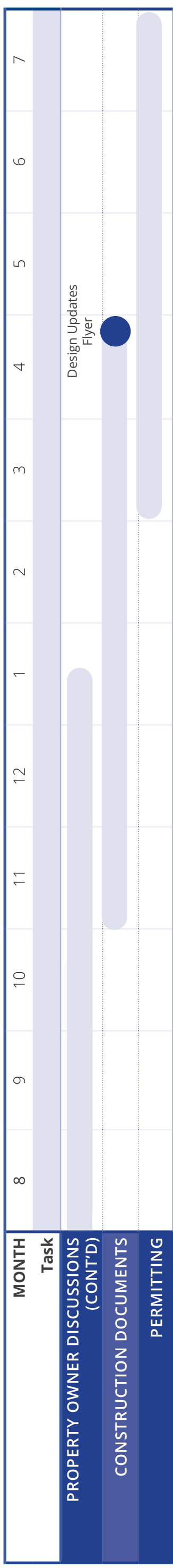
2025

2026



2026

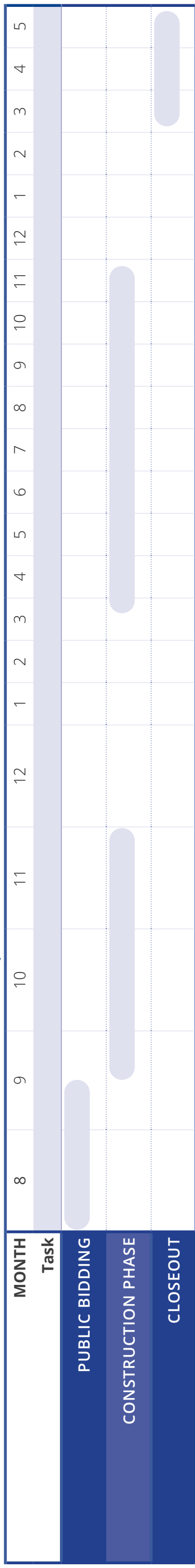
2027



2027

2028

2029



NOTE: Schedule assumes Notice to Proceed by September 2025. Schedule may be modified based on actual start date.
 Construction phase contingent on environmental permitting.
 Alternative exploration and design phases contingent on Village review period and property owner engagement.

EXHIBIT B

PAYMENT PROVISIONS

Village of Perry Silver Lake Trail Extension

| Task | Colliers Engineering & Design | | | | | | | | | | | Lu | Verity | 9/16/2025 |
|---|-------------------------------|-----------------|---------------------|---------------------------|---------------------------|-------------------------|---------------------|---------------------|---------------------|-------------------------|------------------------|-------------|-------------------------|-------------------|
| | Total Hours | Project Manager | Landscape Architect | Senior Landscape Designer | Senior Landscape Designer | Trnasportation Engineer | Electrical Engineer | Electrical Engineer | Structural Engineer | Environmental Scientist | Architectural Designer | Inspector | Transportation Engineer | Subtotal per task |
| 1. Plan Development & Schematic Design | | Thomas Robinson | Eric Shaw | Hanna Quigley | Mathew Simbari | Steve Reich | Josh Doores | Tami Coghlan | Mike Tracey | Karen Missell | Minerva Jang | | | |
| | 620 | 80 | 44 | 206 | 36 | 16 | 0 | 0 | 16 | 10 | 24 | 0 | 188 | \$99,090.00 |
| | | \$195.00 | \$170.00 | \$145.00 | \$145.00 | \$180.00 | \$170.00 | \$160.00 | \$180.00 | \$160.00 | \$145.00 | \$140.00 | \$160.00 | |
| | | \$15,600.00 | \$7,480.00 | \$29,870.00 | \$5,220.00 | \$2,880.00 | \$0.00 | \$0.00 | \$2,880.00 | \$1,600.00 | \$3,480.00 | \$0.00 | \$30,080.00 | \$99,090.00 |
| 2. Design Development | | | | | | | | | | | | | | |
| | 473 | 28 | 24 | 128 | 56 | 24 | 3 | 50 | 28 | 96 | 12 | 0 | 24 | \$75,030.00 |
| | | \$195.00 | \$170.00 | \$145.00 | \$145.00 | \$180.00 | \$170.00 | \$160.00 | \$180.00 | \$160.00 | \$145.00 | \$140.00 | \$160.00 | |
| | | \$5,460.00 | \$4,080.00 | \$18,560.00 | \$8,120.00 | \$4,320.00 | \$510.00 | \$8,000.00 | \$5,040.00 | \$15,360.00 | \$1,740.00 | \$0.00 | \$3,840.00 | \$75,030.00 |
| 3. Construction Documents | | | | | | | | | | | | | | |
| | 459 | 16 | 40 | 160 | 64 | 20 | 3 | 48 | 24 | 48 | 12 | 0 | 24 | \$71,770.00 |
| | | \$195.00 | \$170.00 | \$145.00 | \$145.00 | \$180.00 | \$170.00 | \$160.00 | \$180.00 | \$160.00 | \$145.00 | \$140.00 | \$160.00 | |
| | | \$3,120.00 | \$6,800.00 | \$23,200.00 | \$9,280.00 | \$3,600.00 | \$510.00 | \$7,680.00 | \$4,320.00 | \$7,680.00 | \$1,740.00 | \$0.00 | \$3,840.00 | \$71,770.00 |
| 4. Public Bidding | | | | | | | | | | | | | | |
| | 30 | 6 | 8 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$4,850.00 |
| | | \$195.00 | \$170.00 | \$145.00 | \$145.00 | \$180.00 | \$170.00 | \$160.00 | \$180.00 | \$160.00 | \$145.00 | \$140.00 | \$160.00 | |
| | | \$1,170.00 | \$1,360.00 | \$2,320.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,850.00 |
| 5. Construction Phase | | | | | | | | | | | | | | |
| | 104 | 6 | 6 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 84 | 0 | \$15,110.00 |
| | | \$195.00 | \$170.00 | \$145.00 | \$145.00 | \$180.00 | \$170.00 | \$160.00 | \$180.00 | \$160.00 | \$145.00 | \$140.00 | \$160.00 | |
| | | \$1,170.00 | \$1,020.00 | \$1,160.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,760.00 | \$0.00 | \$15,110.00 |
| 6. Closeout | | | | | | | | | | | | | | |
| | 26 | 6 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | \$4,110.00 |
| | | \$195.00 | \$170.00 | \$145.00 | \$145.00 | \$180.00 | \$170.00 | \$160.00 | \$180.00 | \$160.00 | \$145.00 | \$140.00 | \$160.00 | |
| | | \$1,170.00 | \$680.00 | \$580.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,680.00 | \$0.00 | \$4,110.00 |
| Subtotal of hours by employee | | 142 | 126 | 522 | 156 | 60 | 6 | 98 | 68 | 154 | 48 | 96 | 236 | |
| Rate per hour | | \$195.00 | \$170.00 | \$145.00 | \$145.00 | \$180.00 | \$170.00 | \$160.00 | \$180.00 | \$160.00 | \$145.00 | \$140.00 | \$160.00 | |
| Subtotal of fee by employee | | \$27,690 | \$21,420 | \$75,690 | \$22,620 | \$10,800 | \$1,020 | \$15,680 | \$12,240 | \$24,640 | \$6,960 | \$13,440 | \$37,760 | \$269,960.00 |

| | | |
|--------------------------------------|----------------------------|---------------------|
| | Subtotal | \$269,960.00 |
| Atlantic Testing Laboratories | Geotechnical Investigation | \$15,000.00 |
| Costich | Topographic Survey | \$28,000.00 |
| | Expenses | \$2,000.00 |
| | Total | \$315,000.00 |



RESOLUTION AUTHORIZING PURCHASE OF CYBERSECURITY INSURANCE POLICY

WHEREAS, the Village of Perry relies on computer systems, networks, and electronic data to conduct municipal operations and provide services to the public; and

WHEREAS, cybersecurity threats, including but not limited to data breaches, ransomware attacks, and unauthorized system access, pose financial, operational, and legal risks to the Village; and

WHEREAS, the Village Administrator believes that it is in the best interest of the Village to obtain cybersecurity insurance coverage to help mitigate such risks; and

WHEREAS, the Village has been presented with two quotes for coverage:

\$1,000,000 aggregate limit of liability = \$2,690 premium

\$2,000,000 aggregate limit of liability = \$3,515 premium

WHEREAS, the Village Administrator is recommending approving the \$1M policy; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to purchase the \$1M cybersecurity policy and to sign all documents relating to the insurance policy.

Abstract # 015
Summary by Fund01/02/2026
15:20:14

| Code | Fund | Prepays | Unpays | Totals |
|---------------|-----------------------------------|-----------------|-------------------|-------------------|
| A | GENERAL FUND | 1,267.73 | 120,591.62 | 121,859.35 |
| F | WATER FUND | 5,611.00 | 22,490.41 | 28,101.41 |
| G | SEWER FUND | 63.35 | 33,475.49 | 33,538.84 |
| HF | WATER TREATMENT PLANT PROJECT | | 31,126.65 | 31,126.65 |
| JA | SILVER LAKE WATERSHED COMMISSI | 109.04 | | 109.04 |
| Total: | | 7,051.12 | 207,684.17 | 214,735.29 |

Vouchers #1248 - #1336 were audited by Trustee Bouchard.