

**Darren "Hal" McCabe**  
**Mayor**  
Mayor@HomerNY.org

**Village Office**  
31 N. Main Street  
Homer, NY 13077  
**Phone:** 607-749-3322  
www.HomerNY.org



**Village Police:** 607-749-2022  
**Newton Water Works:** 607-749-2511  
**Glenwood Cemetery:** 607-749-3517  
**Streets and Parks:** 607-749-3813  
**Recreation:** 607-749-2161  
**Codes:** 607-745-3177  
**Homer Fire Department:** 607-749-3121

**BOARD OF TRUSTEES**  
**BOARD MEETING AGENDA**  
**November 24, 2020**

- 1. Regular Meeting of the Board of Trustees called to order by Mayor McCabe**
- 2. Treasurer's report:**
  - A. Authorize payment of bills**
    - ▶ **F & G Funds - Vouchers #240-255 \$32,614.73**
    - ▶ **A Fund - Vouchers #689-703 \$181,105.11**
- 3. Report of Offices and filing of written reports: Fire Department**
- 4. Privilege of the Floor**
- 5. Old Business**
- 6. New Business**
  - A. Accept County Acres/ Dogs Update Report**
  - B. Approve updated Audit Claims Policy**
  - C. Approve policy regarding emailed or other electronically sent approvals**
  - D. Approve Updated Procurement Policy**
  - E. Approve Procurement Policy During Pandemics and Other Emergencies**
  - F. Approve Time Sheet Policy**
  - G. Approve Budget Adjustments**
  - H. Approve Jessica Shifillit as Planning Board Alternate**
  - I. Appoint John Daniels to alternate for Codes position**
  - J. Discharge of Mortgage Bob and Sandra Walker**
  - K. Discuss Substantial Completion Certificate**
  - L. Little White Church Discussion and Approvals**
    - ▶ **Auger**
    - ▶ **Dumpster**
- 7. Attorney**
- 8. Comments by Board Members**
- 9. Executive Session Per NYS Public Officers Law, Article 7 §105**
- 10. Adjournment**

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I hope this update finds everyone healthy. This year has had so many ups and downs and has given everyone different obstacles. Many of you may already know but some may not that we applied for and received the NYS Companion Animal Capital Fund Grant at the end of 2018. We had also applied in 2017 and that application was not accepted but we were determined. The total project was \$135,150.98 and the requirement for the grant was that the shelter have the ability to contribute 25% therefore we received \$101,363.24 in funding. The shelter did some fundraising and used all of our savings to contribute \$33,787.75. The grant was purposed to assist any qualifying municipal shelter to update their facility and provide enriched housing for stray dogs. We are extremely grateful to have been awarded the funding we received.

Things have been rather hectic trying to juggle construction, day to day work and COVID at the same time and construction lasted a lot longer than we originally anticipated. I am happy to finally say that we completed construction on October 23, 2020. I have attached a collage of photos showing some of the improvements. We have a new completely fenced in grass outdoor play yard, new flooring throughout all of the kennel areas, new chain-link gates and panels, new partition walls and a designated quarantine area.

I thought it was fitting to update all of our Town Clerks and Board Members and make you aware of the things that happen "behind the scenes". It was a very difficult year to keep budget requests unchanged and not request any increases, but I also know how difficult municipal budgets will be for the upcoming year. We will continue to do our best to work through all of the circumstances.

Please remember that our shelter is always open for any of you that would like to see the building in person, ask any questions or to gather any information that isn't listed on the monthly report. We continue to upgrade the software that generates the monthly reports but have also learned how time-consuming entering all of the data becomes. Sometimes we have to enter data a few days or even a week after we have handled a complaint or a stray pick up because we are on the road, tied up taking care of the dogs in the shelter and transporting dogs for medical care to prepare them for adoption. We are also unable to include all of the correspondences we handle as far as notice to complies for unlicensed dogs and all of the very random complaints and calls we receive that involve anything BUT dogs!

We want to thank each of you for your continued support and we are looking forward to a brighter year ahead. Please feel free to email me at [lindsay@countryacresanimalshelter.org](mailto:lindsay@countryacresanimalshelter.org) or call the office at 607-749-2734 if you have any questions. I apologize that I do not always make it to a board meeting each year but between evening court sessions and my own children and family obligations there doesn't seem to be enough time in a day and my kids sure are growing fast! I am always happy to come if anyone needs me to attend.

I hope you have enjoyed our update!

~Lindsay~

## COUNTRY ACRES RENOVATION





"Bandit"

Country Acres Pet Services  
5852 West Scott Road  
Homer, NY 13077  
607-749-2734

entered

DOG SEIZURE AND DISPOSITION REPORT

Report # \_\_\_\_\_

Distribution: Original - DCO/Seizing Officer, Copy 1 - Municipality, Copy 2 - Shelter, Last Copy - Owner/Adopter

1. City/Town/Village: Homer County: Cattaraugus  
Description of Dog Seized: License Tag No. \_\_\_\_\_ Breed: Shepherd/Mix  
Sex: M Color: Black/Brown mix Age: 10-12 mo Owner of Record: \_\_\_\_\_  
Owner Address: \_\_\_\_\_  
Date of Seizure: 10/1/20 Time of Seizure: 7:35 pm Location of Seizure: 85 Cayuga St.  
Reason for Seizure: at large/no ID No. of Impoundments in past 12 mos. (include this one): \_\_\_\_\_  
Comments: came w/ nylon collar no microchip

2. Disposition Instructions If Dog Not Redeemed  
At expiration of the 5 day redemption period, above described dog is available for adoption on \_\_\_\_\_ (date).  
If not adopted by \_\_\_\_\_ (date), the dog shall be humanely euthanized.

3. Signature of DCO or Seizing Officer Lindsay Anderson Date: 10/1/20

4. I hereby acknowledge receipt of above described dog (Signatures required below):

Shelter Agent Anderson Date 10/1/20 Secondary Shelter Agent \_\_\_\_\_ Date \_\_\_\_\_

5. ☐ **REDEMPTION** - Impoundment Fees Must Be Collected and Dog Must Have Valid License Before Being Returned to Owner.

Impoundment fees are due for \_\_\_\_\_ days. Impoundment fees have been received in the amount of \$ \_\_\_\_\_. I hereby certify that this dog has been licensed pursuant to the provisions of Article 7 of the Agriculture and Markets Law.

NY State License Tag Number \_\_\_\_\_

NY City License Tag Number (If applicable) \_\_\_\_\_

Out of State License Tag Number (If applicable) \_\_\_\_\_

Signature & Title of DCO/Clerk/Shelter Agent \_\_\_\_\_ Date \_\_\_\_\_

5A. I acknowledge receipt of above described dog: Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_  
Print Name, Address and Phone # of Owner \_\_\_\_\_

6. ☒ **ADOPTION** - All Dogs Must Be Licensed Prior to Release.

I hereby certify that the dog has been licensed pursuant to the provisions of Article 7 of the Agriculture and Markets Law.

License tag number \_\_\_\_\_ Adoption fees have been received in the amount of \$ 170 -  
and all local adoption requirements have been complied with.

6A. Signature and Title of DCO/Clerk/Shelter Agent Lindsay Anderson Date 10/3/20

Adoption Release, Waiver and Disclosure

I hereby accept possession and title of the dog identified above to be harbored as a pet at my own risk, and hereby release and waive any right against the (municipality) Village of Homer which I may have now or in the future for any damages to person or property caused by said dog. No claims or representations as to the behavior or temperament of adopted animals are made by the municipality.

6B. Signature of Adopter Valerie Darling Date 10-10-20  
Print Name, Address and Phone # of Adopter Valerie Darling 460 Lick St. Locke NY  
13092 607-351-8915 Signature of Witness Anderson

7. ☐ **EUTHANASIA** - Must Be Performed in Accordance with AVMA Guidelines on Euthanasia and Article 26 of the NYS Agriculture and Markets Law

Signature of person performing euthanasia \_\_\_\_\_ Date of euthanasia \_\_\_\_\_

WHITE - DCO/Seizing Officer/Shelter

YELLOW - Municipality

PINK - Adopter/Dog Owner



Country Acres Pet Services  
5852 West Scott Road  
Homer, NY 13077  
607-749-2734

Piper  
Skellar

DOG SEIZURE AND DISPOSITION REPORT

Report # \_\_\_\_\_

Distribution: Original - DCO/Seizing Officer, Copy 1 - Municipality, Copy 2 - Shelter, Last Copy - Owner/Adopter

1. City/Town/Village: Homer County: Columbia  
Description of Dog Seized: License Tag No. \_\_\_\_\_ Breed: Daschund mix  
Sex: F Color: Black Age: 12 yrs Owner of Record: \_\_\_\_\_  
Owner Address: \_\_\_\_\_  
Date of Seizure: 9/17/20 Time of Seizure: 8:30 pm Location of Seizure: Columbia Street  
Reason for Seizure: at large / no ID No. of Impoundments in past 12 mos. (include this one): \_\_\_\_\_  
Comments: \_\_\_\_\_

2. Disposition Instructions If Dog Not Redeemed  
At expiration of the 5 day redemption period, above described dog is available for adoption on 9/23/20 (date).  
If not adopted by \_\_\_\_\_ (date), the dog shall be humanely euthanized.

3. Signature of DCO or Seizing Officer Andrea Anderson Date: 9/17/20

4. I hereby acknowledge receipt of above described dog (Signatures required below):

Shelter Agent Anderson Date 9/17/20 Secondary Shelter Agent \_\_\_\_\_ Date \_\_\_\_\_

5. ☐ **REDEMPTION** - Impoundment Fees Must Be Collected and Dog Must Have Valid License Before Being Returned to Owner.

Impoundment fees are due for \_\_\_\_\_ days. Impoundment fees have been received in the amount of \$ \_\_\_\_\_. I hereby certify that this dog has been licensed pursuant to the provisions of Article 7 of the Agriculture and Markets Law.

NY State License Tag Number \_\_\_\_\_

NY City License Tag Number (If applicable) \_\_\_\_\_

Out of State License Tag Number (If applicable) \_\_\_\_\_

Signature & Title of DCO/Clerk/Shelter Agent \_\_\_\_\_ Date \_\_\_\_\_

5A. I acknowledge receipt of above described dog: Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_  
Print Name, Address and Phone # of Owner \_\_\_\_\_

6. ☒ **ADOPTION** - All Dogs Must Be Licensed Prior to Release.

I hereby certify that the dog has been licensed pursuant to the provisions of Article 7 of the Agriculture and Markets Law.

License tag number \_\_\_\_\_ Adoption fees have been received in the amount of \$ 190-  
and all local adoption requirements have been complied with.

6A. Signature and Title of DCO/Clerk/Shelter Agent Andrea Anderson Date 10/5/20

**Adoption Release, Waiver and Disclosure**

I hereby accept possession and title of the dog identified above to be harbored as a pet at my own risk, and hereby release and waive any right against the (municipality) Village of Homer which I may have now or in the future for any damages to person or property caused by said dog. No claims or representations as to the behavior or temperament of adopted animals are made by the municipality.

6B. Signature of Adopter: Judith A. Reilly Date 10/5/20  
Print Name, Address and Phone # of Adopter Judith Reilly 4801 Austin Rd  
Bridge, NY 13060 Signature of Witness Anderson  
704-562-3137

7. ☐ **EUTHANASIA** - Must Be Performed in Accordance with AVMA Guidelines on Euthanasia and Article 26 of the NYS Agriculture and Markets Law

Signature of person performing euthanasia \_\_\_\_\_ Date of euthanasia \_\_\_\_\_

WHITE - DCO/Seizing Officer/Shelter

YELLOW - Municipality

PINK - Adopter/Dog Owner

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## ***AUDITING CLAIMS PROCESS***

### **Policy Approved November 24, 2020**

#### **I. Overview**

The audit of claims or vouchers is a standard internal control activity. To ensure that tax dollars are spent efficiently, it is essential that a thorough, deliberate, and independent audit of claims be conducted before payments are authorized. This policy is based on the guidelines issued by the Office of the State Comptroller (OSC).

##### **A. Responsibility**

- a. The Governing Body, the Board of Trustees, is responsible for auditing all claims and ensuring the process of auditing claims is designed to ensure taxpayer dollars are spent efficiently.
- b. By having the Board of Trustees audit claims, two key functions are separated:
  - i. Management's purchase of goods and services
  - ii. Authorization of payment for purchased goods and services
- c. Due to the need for a strong claims auditing function, the Village of Homer Board of Trustees has chosen to delegate their responsibility for auditing claims and have established the position of claims auditors. At each year's Organizational meeting, the Village Board of Trustees will establish claims auditors who will approve all claims. The claims auditors will have the authority to approve payments out of any of the Village's funds, even between Board meetings. All claims approved in between board meetings, will be presented for discussion at any Board meeting.

##### **B. Claim's Auditor's Responsibilities**

- a. Review of all claims to ensure taxpayer dollars are spent efficiently.
- b. Claims reviewers need to determine the following:
  - i. Is the claim valid and legal? Is it for a legitimate Village purpose?
    1. The claims auditor needs to ensure that all claims are for Village purposes, especially regarding travel. Noneligible expenses are noted further in the Audit Claims Process.
  - ii. Are all purchases/claims authorized and approved?

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1. All expenses/claims need to be approved by the corresponding Department Head, and/or the Village Clerk or Village Treasurer. No claims should be approved without proper authorization. Prepays need to be approved by the Village Clerk or Treasurer prior to being paid.
  - a. All claims are showed as paid, through signatures on the corresponding purchase order prior to checks being issued.
2. Are there sufficient appropriations to pay the claim?
  - a. No claims can be paid if there aren't budgetary funds.
3. Is the claim mathematically correct?
  - a. All claims should be mathematically checked for reasonableness, ensuring calculations appear to be correct.
4. Is the claim sufficiently itemized?
  - a. The claim should be itemized if more than one item is purchased, so that anyone unfamiliar with the transaction can follow it.
5. Was the Procurement Policy Followed?
  - a. If the purchase is greater than the amount noted in the procurement policy, was competitive bidding followed? Are at least three bids attached? If competitive bid wasn't followed, was the reason documented?
6. Was the purchase made using State, County, Federal, or other approved government contract?
  - a. If the purchase was made pursuant to a permissible government contract, the contract number and a copy of the approved government contract should be included.
7. Is Sales Tax Charged?
  - a. As the Village is tax exempt, most purchases should not include tax. Exceptions are noted later in the policy.
8. Has the claim been paid beforehand?



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- a. For vendors who are used repeatedly, claims auditors need to ensure the invoice is original and ensure the payment hasn't been paid previously.
  - b. Aggregate past due amounts should not be paid. Details of any past due amounts should be received from the vendor before payment is made.
9. Were the goods and services actually received?
  - a. Documentation of the receipt of goods should be included. Documentation could include receiving slips, emails from vendors, or sign offs by employees. No claims should be paid prior to being received, except for training costs, or others by exception and approved via the Mayor or Deputy Mayor.
  - c. Once the claim is approved by the claim's auditor, then the purchase order or voucher should be signed by the claim's auditor noting approval to pay the claim.
  - d. Checks are then run. All claims should be traced to the abstract to ensure the claim is listed on the abstract for the amount approved by the claim's auditors.
  - e. Any claim not approved to be paid or approved for partial payment, should be reviewed again when all documentation is received.
- C. Claims Red Flags
  - a. Any claim with a red flag, noted below, should be further examined, and not paid. It needs to be removed from the abstract before being presented to the Board. If the following items are noted, additional explanations must be presented in writing by the employee requesting the payment. Claims Auditors, or the Board of Trustees, must then approve the claim and initial the claim as approved for payment.
  - b. Red Flags Include:
    - i. Missing documentation
    - ii. Unavailability of original documents
    - iii. Recurring identical amounts from the same vendor
    - iv. Multiple remittance addresses for the same vendor
    - v. Inconsistent, vague, or implausible responses resulting from inquiries or analytical procedures
    - vi. Excessive voids or credits

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- vii. New Vendors, especially if payment goes to a PO. All New Vendors need to submit a W9 prior to a check being issued. Any vendors where an IRS notice was received must clear the notice for the Village to continue business with the entity.
  - viii. Items purchased that are not clearly identified.
  - ix. Goods delivered outside of a central location or unusual delivery point.
  - x. Credit Card Charges without an original receipt except for annual credit card fees.
  - xi. Travel and Conference Claims should be reviewed according to the Employee Reimbursement Policy.
  - xii. Altercations or questionable handwriting on submitted documents.
  - xiii. Duplications
  - xiv. Payments to a vendor that have increased dramatically for no apparent reason.
  - xv. Payments to vendors for construction work not certified as complete.
  - xvi. Unusual delays in providing requested information
  - xvii. Tips or Complaints on fraud.
- D. Analytical Review of Claims
- a. Claims Auditors need to be cognizant of the following:
    - i. Increase in utility usage (consumption)
    - ii. Telephone and Cell Phone Expenditures
    - iii. Increase in expenditures for consumable inventory, such as office or food supplies
    - iv. Increase in expenditures for moveable items, such as technology equipment (computers and printers) and maintenance equipment (tools, lawn mowers, fuel, etc.)
    - v. Items in aggregate exceed competitive biddings and should be acquired through competitive bidding.
- E. Village Treasurer Office Responsibilities
- a. Documentation and receipts of all Village expenses should be submitted to the Account Clerk who prepares all claims for Audit.
  - b. Once prepared by the Account Clerk, Department Heads, the Village Clerk, and the Village Clerk Treasurer review all claims before review by the claims auditor, ensuring claims are necessary expenses, items are received, invoices are current, and budgetary funds exist for the item. All claims are initialed as approved by the corresponding Village

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Management before the claims' auditors review invoices and before checks are printed.

- c. Once claims are approved, the Account Clerk prepares the remittances to the Vendors per the Approved Cash Policy.

**F. Payments not Requiring Pre-Audit**

- a. The following payments due to require pre-audit before making the payment
  - i. Fixed salaries or officers or employees regularly engaged at agreed-upon wages by the hour, day, week, month, year, or other authorized period, including any payroll withholdings.
  - ii. Principal or interest payments on debt
  - iii. Payments made pursuant to a court order
  - iv. Amounts due upon lawful contracts or debt for periods exceeding one year
  - v. Retirement contributions by participating employer in New York State and Local Retirement System as billed by the State Comptroller.

- b. These payments should not be included on the abstract

**G. Payments Allowed in Advance of Audit**

- a. During the Organizational meeting, the Village of Homer Board of Trustees must authorize any payments approved to be made in advance of audit, known as prepaids.
- b. The following expenditures can be approved in advance of the audit and included as prepaids:
  - i. Public Utilities, including electric, gas, water, sewer, internet, and telephone services
  - ii. Postage
  - iii. Freight
  - iv. Express Charges
  - v. Petty Cash Funds

**H. Unallowable Costs on Audits**

- a. Sales tax for any items except for meals, food, and travel costs.
- b. Alcohol or tobacco purchases.
- c. Payment of Spouse or other non-employee costs.
- d. Extension of trips for personal reasons
- e. Any costs with missing or insufficient documentation of expense even if the expenditure was for Village purposes.



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- f. Lack of detailed mileage log noting trip dates, mileage, location, and purpose.
- g. Fines, penalties, or traffic violations while traveling on Village business

#### **I. Policy Review and Updates**

- a. Timeline for Policy Review

### **III Audit Claims Process**

#### **A. Number of Auditors**

- a. For any claims to approved, approvals must be obtained between three individuals including, the Mayor and the Board of Trustees as the Board of Trustees is responsible for all Village activity
- b. The Village Board has chosen to appoint two Trustees with the authority to act upon decisions and approve claims for the Village Board, if the three Trustees or Mayor are unavailable. These Trustees are also granted the authority to approve claims in the middle of the claims process approved at a Village Board on a case by case basis. The reason for the approval in between the Board meetings and the approvals of the two Trustees must be fully documented.
- c. If one of the two Trustees are away given the authority to approve an item in between, a third Trustee can be appointed as the alternate. Documentation must be obtained noting which Trustee is unavailable, the reason the Trustee is unavailable, a note that the alternate is making the decision, and the alternates approval. The alternate can't approve an item, the two Trustees appointed to approve claims in between a Board meeting have a disagreement on, but instead, is only available and appointed to approve an item if either of the two Trustees appointed as claims auditors is unavailable.

This policy shall be reviewed 12 months after initial adoption and at least once every 3 years thereafter by the Board of Trustees.

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## **Email Approvals**

### **Policy Approved November 24, 2020**

#### **I. Overview**

During the course of daily business, the Village Office needs to obtain approvals from various individuals, including, but not limited to, the Village Mayor, Deputy Mayor, Board of Trustees, Village Clerk, Village Treasurer, Department Heads, and others as needed for the particular instance. Due to increased technology, documentation supporting the decision to be made can be sent to the individuals needing to consent approval via email, fax, or other means to review. Approvals, can then be sent using various technological devices approving the item sent, either via phone, email, fax, zoom, or other means.

##### **A. Responsibility**

- a. The Governing Body, the Board of Trustees, and the Mayor, are responsible making various decisions in the Village of Homer.
- b. Various Department Heads, the Village Clerk, Village Treasurer, or other authorized individuals, may also need to approve various decisions in the Village of Homer.

##### **B. Approval Process**

- a. Individuals needing to approve various documents or decisions, do so by signing the items or by voting in minutes on a decision. Items requiring signatures include approving vouchers, purchase orders, use of credit cards, park rentals, various discounts or removal of penalties and interest, or other decisions as such.

##### **C. Approvals Requiring Signatures if Individual is not Present**

- a. If a person responsible for approving an item via signature is not available and all documentation on the request can be sent to the individual using various technological means, such as scanning, zoom, email, pdf's, phone messages, or other means, then the individual can review the items electronically and send a vote electronically or via zoom on the matter.

##### **D. Procedure for Documenting Electronic/ Technological Approval**

- a. The individual sending the request to the approver must document the request. Typically, the first method to send the request and the approver

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to approve the request, should be via email using the Village of Homer emails. All requests sent to the approver, all questions, and all approvals must be printed and attached to the item requiring approval. If such documentation is collected, and all required approvals are obtained, then the instance will be considered approved.

- b. Other methods of electronic approval include messages sent via text message, zoom, or other electronic communications. Printouts of text messages, recordings of zoom, or other means, need to be done and attached to the supporting documentation of the item being reviewed. Electronic recordings should be saved on the shared Village of Homer drive under the Online Approvals Folder. If all required approvals are obtained, then the instance will be considered approved.

**E. Online/ Technological Approvals**

- a. Online and technological approvals will be considered sufficient for all Village of Homer decisions, providing sufficient votes are obtained. If there are not enough online or other technological approvals, then the matter will need further discussions and approvals to move forward.
- b. Contracts or other items requiring original signatures will be exempt from this policy and will continue to require original signatures.
- c. During the pandemic, New York State is allowing signatures to be notarized via email provided it is done according to New York State policies. If New York State policies are followed allowing signatures to be certified via online or electronic means, then the Village of Homer, will consider the signature and certification sufficient.



# Village of Homer

## *Procurement Policy*

Adopted April 5, 1995  
Amended April 4, 2011  
Amended April 4, 2017  
Amended August 9, 2017  
Amended October 11, 2017  
Amended March 28, 2019  
Amended November 24, 2020

Village of Homer  
PROCUREMENT POLICY RESOLUTION

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not subject to the bidding requirements of the General Municipal Law or any other law; and

WHEREAS, comments have been solicited from those officers in the Village involved in the procurement process, NOW, THEREFORE, be it

RESOLVED, that the Village of Homer does hereby adopt the following procurement policy and procedures:

1. a. Every prospective purchase of goods or services must be initially reviewed to determine the applicability of General Municipal Law section 103 and whether the prospective purchase is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known, or can reasonably be expected, that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year.

b. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000 and public works contract under \$35,000; emergency purchases; certain municipal hospital purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions; purchases under State and county contracts; and surplus and secondhand purchases from another governmental entity.

c. The decision that a purchase is not subject to competitive bidding shall be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was reached, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other appropriate written documentation.

2. All goods and services not subject to competitive bidding will be secured by the use of written requests for proposals ("RFP"), written quotations, verbal quotations, contracts, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided.

3. a. When required by this policy, the following method of purchase will be used:

*All purchases in excess of \$2,500 require a written purchase order signed by the Department Head, and by the mayor and two trustees or by three trustees, one of whom must be the chair of the committee overseeing the department. The Village Treasurer or the Village Clerk also must review and sign each purchase order and note the budgeted funds exist by verifying the account the expense will be posted to. Without the account listed and either the Village Clerk or Village Treasurer signature, verifying the budget, purchase orders should not be signed by the Trustees or acted upon until the budgeted fund's requirement is met.*

b. Any written RFP shall describe the desired goods or services, quantity, and the particulars of delivery or performance. The purchaser shall compile a list of all vendors from whom quotes have been requested and the quotes offered.

c. A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unsuccessful, the purchaser shall document the attempt made. In no event shall the failure to obtain the proposals be a bar to the procurement.

d. All information gathered in complying with the procedures of this policy shall be preserved and filed together with the documentation supporting the subsequent purchase of public works contract in the Village Office.

e. Any written RFP for services to be performed shall include a clause requiring contractor verification that any employee working on the project has received the NYS required sexual abuse training.

f. For all RFP's, a contract must be executed before the work is completed or an item is purchased.

4. Documentation and an explanation are required whenever a contract is awarded to other than the lowest proposer. This documentation will include an explanation of how the award will achieve savings or how the proposer was not responsible. If a proposer is deemed not responsible, facts supporting that judgment shall also be documented and filed with the records supporting the procurement.

5. Pursuant to General Municipal Law, and unless otherwise directed by the Village Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a. Emergencies
- b. Sole source situations
- c. Goods purchased from agencies for the blind or severely handicapped
- d. Goods purchased from correctional facilities
- e. Goods purchased from another governmental agency
- f. Goods purchased at auction
- g. Goods purchased for less than: \$2,500
- h. Public works contracts for less than \$2,500

6. Minority- and Women-Owned Business Enterprise (M/WBE) Business Participation in Procurement and Contracting: In an effort to affirmatively increase procurement and contracting opportunities for minority- and women-owned business enterprises, the Village will solicit up to three MBEs and/or WBEs as part of its procurement process, when appropriate. Solicitation may be direct, via advertisements in minority publications or letters to identified State-certified M/WBEs, or by working with a clearinghouse such as the Syracuse Minority Business Development Center. The above purchase/contracting thresholds will apply.

For purposes of the above, the M/WBE must be certified by Empire State Development (ESD) through the Division of Minority and Women Business Development (DMWBD). The Village will keep documentation of M/WBE solicitation in its records and any response(s) thereto.

7. Section 3 Business Participation in Procurement and Contracting: For federally funded projects or activities subject to Section 3 of 24 CFR Part 135 of the Housing and Urban Development Act of 1968, as amended, the Village will, to the greatest extent feasible, facilitate participation of Section 3 residents and Section 3 businesses in the procurement of goods and services pursuant to its Section 3 Participation Plan.

Solicitation may be undertaken via advertisements in local publications encouraging Section 3 participation, or direct outreach by letter or email to identified Section 3 businesses or individuals



included on the Department of Housing and Urban Development's Section 3 Businesses Registry. The above purchase/contracting thresholds will apply.

The Village will keep documentation of Section 3 solicitation in its records and any response(s) thereto.

8. Labor Surplus Area Business Participation in Procurement and Contracting: The Village will solicit bids or quotes for federally funded projects from at least one business located in a labor surplus area (LSA) as defined by the US Department of Labor. The Village will access information on eligible labor surplus areas for the most current time period through the NYS Department of Labor. Quotes or bids from a business or businesses in an LSA or LSAs will be solicited directly by phone, email or letter. The above purchase/contracting thresholds will apply.

The Village will keep documentation of LSA solicitation in its records and any response(s) thereto.

9. This policy shall be reviewed annually by the Homer Village Board at its organizational meeting or as soon thereafter as is reasonably practicable.
10. This resolution shall take effect immediately.

# **Village of Homer**

## *Procurement Policy During Pandemics*

Adopted November 24, 2020

Village of Homer  
PROCUREMENT POLICY RESOLUTION

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not subject to the bidding requirements of the General Municipal Law or any other law; and

WHEREAS, comments have been solicited from those officers in the Village involved in the procurement process, NOW, THEREFORE, be it

WHEREAS, during times of pandemics, the Village Board of Trustees and Mayor would like to ensure the fiscal viability of the Village on a more detailed analysis than in normal economic times,

RESOLVED, that the Village of Homer does hereby adopt the following procurement policy and procedures:

1. a. Every prospective purchase of goods or services must be initially reviewed to determine the applicability of General Municipal Law section 103 and whether the prospective purchase is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known, or can reasonably be expected, that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year.

b. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000 and public works contract under \$35,000; emergency purchases; certain municipal hospital purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions; purchases under State and county contracts; and surplus and secondhand purchases from another governmental entity.

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*All purchases in excess of \$500 require a written purchase order signed by the Department Head, and by the mayor and two trustees or by three trustees, one of whom must be the chair of the committee overseeing the department. The Village Treasurer or the Village Clerk also must review and sign each purchase order and note the budgeted funds exist by verifying the account the expense will be posted to. Without the account listed and either the Village Clerk or Village Treasurer signature, verifying the budget, purchase orders should not be signed by the Trustees or acted upon until the budgeted fund's requirement is met.*

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d. All information gathered in complying with the procedures of this policy shall be preserved and filed together with the documentation supporting the subsequent purchase of public works contract in the Village Office.

e. Any written RFP for services to be performed shall include a clause requiring contractor verification that any employee working on the project has received the NYS required sexual abuse training.

f. For all RFP's, a contract must be executed before the work is completed or an item is purchased.

4. Documentation and an explanation are required whenever a contract is awarded to other than the lowest proposer. This documentation will include an explanation of how the award will achieve savings or how the proposer was not responsible. If a proposer is deemed not responsible, facts supporting that judgment shall also be documented and filed with the records supporting the procurement.

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The Village will keep documentation of LSA solicitation in its records and any response(s) thereto.

9. This policy shall be reviewed annually by the Homer Village Board at its organizational meeting or as soon thereafter as is reasonably practicable.
10. This resolution shall take effect immediately.

**Darren "Hal" McCabe**  
**Mayor**  
Mayor@HomerNY.org  
Cell: 607-345-7174

**Village Office**  
31 N. Main Street  
Homer, NY 13077  
**Phone:** 607-749-3322  
www.HomerNY.org



**Village Police:** 607-749-2022  
**Newton Water Works:** 607-749-2511  
**Glenwood Cemetery:** 607-749-3517  
**Streets and Parks:** 607-749-3813  
**Recreation:** 607-749-2161  
**Codes:** 607-745-3177

## ***Timesheet Policy***

### **Policy Approved November 24, 2020**

#### ***Time Records***

**Policy Statement** – Time records must be maintained for all employees, except for elected officials, in order to calculate payment for time worked and/or authorized paid leave taken in a given week. Department Heads are responsible for completing time sheets for all employees in their department.

**Procedures** - The following guidelines have been established for completing time sheets:

1. All paid and unpaid absences must be recorded. All time off must be approved ahead, except unplanned sick time or emergencies, which must be do approved as soon as possible after the time off. Time off sheets must be signed by the employee and supervisor and attached to the timesheet or turned in ahead to the Village Offices to maintain with the payroll.
2. Time sheets must note hours beginning worked and ended worked, as well as the amount of meal period taken, to verify compliance with Department of Labor rules. In general, employers must provide 30 minutes unpaid sick time for employees working six hours or more.
2. Time sheets must be verified and signed by the Department Head and the employee. The Department Head is responsible for forwarding the original to the Village Clerk's Office by the close of business every other Monday at Noon. Exceptions will be noted and approved by the Mayor, or Deputy Mayor, due to holidays, or other noted issues.
3. Falsifying time sheets is strictly prohibited and can lead to disciplinary action, up to and including dismissal, in accordance with Civil Service Law (Section 75).
4. Unless prior approval has been obtained from the Department Head, arriving early or leaving late for the employee's own convenience is not to be included in working time, provided that the employee performed no pre-approved or specified duties for the Village during such intervals.

**Darren "Hal" McCabe**  
**Mayor**  
Mayor@HomerNY.org  
Cell: 607-345-7174

**Village Office**  
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**Recreation:** 607-749-2161  
**Codes:** 607-745-3177

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

**Unauthorized "Flex-Time"** - Unless prior approval has been obtained from the Department Head, arriving early or leaving late for the employee's own convenience is not to be included in working time, provided that the employee performed no pre-approved authorized duties for the Village during such intervals.

**Falsification of Time Records** - An employee who, after investigation, is found to have falsified or altered a personal time record, or the time record of another employee, or completed a time record for another employee will be subject to disciplinary action. In extenuating circumstances where an employee is not able to complete the employee's own time record, the Department Head may complete the time record on behalf of the employee.

I.

**VILLAGE OF HOMER - SEWER FUND**  
**BUDGET JOURNAL 2020-2021**

Ref	Date	Account #	Description	Debit	Credit
057	10/31	G2120	reduce		32,000.00
058	10/31	G9710.600	reduce	32,000.00	
059	10/31	G8110.205	reclass budget to actual actiy		2,709.59
060	10/31	G8110.205	reclass budget to actual actiy		19.98
061	10/31	G8110.423	reclass budget to actual actiy		1,500.00
062	10/31	G8110.424	reclass budget to actual actiy		500.00
063	10/31	G8110.413	reclass budget to actual actiy	2,000.00	
064	10/31	G8110.102	reclass budget to actual actiy	2,729.57	
065	10/31	G8120.200	reclass to actual activity		2,795.13
066	10/31	G8120.401	reclass to actual activity		231.91
067	10/31	G8120.412	reclass to actual activity		200.00
068	10/31	G8120.455	reclass to actual activity	1,000.00	
069	10/31	G8120.100	reclass to actual activity	2,227.04	



**VILLAGE OF HOMER - WATER FUND**  
**BUDGET JOURNAL 2020-2021**

Ref	Date	Account #	Description	Debit	Credit
052	10/31	F8310.200	adjust budet as needed	1,281.00	
053	10/31	F8310.414	adjust budet as needed	2,709.59	
054	10/31	F8310.414	adjust budet as needed	81.23	
055	10/31	F8310.417	adjust budet as needed	100.00	
056	10/31	F8310.424	adjust budet as needed	350.00	
057	10/31	F8310.102	adjust budet as needed		4,521.82
058	10/31	F8320.412	adjust budget as needed		100.00
059	10/31	F9060.800	adjust budget as needed		800.00
060	10/31	F9710.700	adjust budget as needed	900.00	

**VILLAGE OF HOMER - GENERAL FUND  
BUDGET JOURNAL 2020-2021**

Ref	Date	Account #	Description	Debit	Credit
506	10/31	A8620.400	increase budget		2,100.00
507	10/31	A1325.424	reclass to A8620.400	2,100.00	
508	10/31	A1210.200	reclass for ipad		870.93
509	10/31	A1210.400	reclass for contractual		1,000.00
510	10/31	A1210.402	move funds to needed lines	1,870.93	
511	10/31	A1325.410	reclss from internet		1,200.00
512	10/31	A1325.411	reclass to telephone	1,200.00	

**KNOW ALL MEN BY THESE PRESENTS,**

That

**VILLAGE OF HOMER,**

does hereby certify that a certain Note and Mortgage bearing date the 29th day of August, 2000, made and executed by

**Bob E. and Sandra L. Walker**

to

**VILLAGE OF HOMER**

to secure payment of the principal sum of Nineteen Thousand Two Hundred Eighty-Five and 00/100 Dollars (\$19,285), and interest and duly recorded in the Office of the Clerk of the County of Cortland, State of New York, as Instrument No. 2013-03893, on the 29th day of July, 2013,

**IS PAID**, and does hereby consent that the same be discharged of record.

The said mortgage has/has not been assigned.

Dated the \_\_\_\_\_ day of November, 2020.

IN PRESENCE OF

**VILLAGE OF HOMER**

BY: \_\_\_\_\_ L.S.  
Name:  
Title:

STATE OF NEW YORK            )  
COUNTY OF                    ) ss.:

On the \_\_\_\_\_ day of November, 2020, before me, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

November 20, 2020

Joseph Perotti  
Green Mountain Pipeline Services, LLC  
768 South Main Street  
Bethel, Vermont 05032

Re: Village of Homer – Sanitary Sewer System Improvements  
Contract No. 1A – General Construction

Subj: Notice of Substantial Completion - Contract No. 1A

File: 1691.004.001

Dear Mr. Perotti:

Enclosed please find the Notice of Substantial Completion (Final) for work within the above-referenced project.

The Notice of Substantial Completion (Final) is dated November 11, 2020. This was the date we determined that all items are considered Substantially Complete as defined in Article 15.03 of the Standard General Conditions of the Construction Contract. Please note that there are no remaining work items to be completed. Please complete the enclosed forms and return the requested documentation to my attention at your earliest convenience so we may process your payment at Substantial Completion.

Should you have any questions or concerns, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Brian J. Skidmore, P.E.  
Lead Engineer

JEN

cc: Hal McCabe, Mayor  
Dan Egnor, Clerk





Joseph Perotti  
Green Mountain Pipeline Services, LLC  
November 20, 2020  
Page 2



Tanya DiGennaro, Treasurer  
Buzz Barber, Water and Sewer Superintendent  
Elizabeth Ricci, P.E., NYSEFC  
Kelly Lathan, Financial Services  
Taylor Bottar, P.E., Barton & Loguidice, D.P.C.  
Jacqueline Novak, Barton & Loguidice, D.P.C.

**Attachments:**

EJCDC C-625 – Substantial Completion Certificate  
AIA Form G706 – Contractor's Affidavit of Payment of Debts and Claims (Sample)  
AIA Form G706A – Contractor's Affidavit of Release of Liens (Sample)  
AIA Form G707 – Consent of Surety to Final Payment (Sample)  
B&L Form 66

## SECTION 00 65 16

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Village of Homer	Owner's Contract No.:	1A
Contractor:	Green Mountain Pipeline Services, LLC	Contractor's Project No.:	617.01.20
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	1691.004.001
Project:	Sanitary Sewer System Improvements	Contract Name:	1A General

This final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

November 11, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

☒ None  
☐ As follows

Amendments to Contractor's responsibilities:

☒ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: *AIA Form G706, AIA Form G706A, AIA Form G707, Lien Waiver and Release*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	By:	By:		By:	
	(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Lead Engineer	Title:		Title:	
Date:	11/20/2020	Date:		Date:	

11.20  
1691.004.001

CERTIFICATE OF SUBSTANTIAL COMPLETION  
00 65 16-1

# **AIA** Document G706™ – 1994

## **Contractor's Affidavit of Payment of Debts and Claims**

**PROJECT:** *(Name and address)* **ARCHITECT'S PROJECT NUMBER:** ☐ OWNER ☐  
**CONTRACT FOR:** ☐ ARCHITECT ☐  
**TO OWNER:** *(Name and address)* **CONTRACT DATED:** ☐ CONTRACTOR ☐  
☐ SURETY ☐  
☐ OTHER ☐

**STATE OF:**

**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

### **SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

**CONTRACTOR:** *(Name and address)*

**BY:**

*(Signature of authorized representative)*

*(Printed name and title)*

**Subscribed and sworn to before me on this date:**

**Notary Public:**

**My Commission Expires:**

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

SURETY ☐

OTHER ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706A<sup>™</sup> – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



# CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:  
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

on bond of  
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.  
, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:  
(Seal):

(Printed name and title)



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AIA DOCUMENT G707 • CONSENT OF SURETY TO FINAL PAYMENT • 1994 EDITION • AIA  
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G707—1994

# INSTRUCTION SHEET

## FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

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### A. GENERAL INFORMATION

#### 1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

#### 2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

#### 3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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### B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

### C. COMPLETING THE G707 FORM

**GENERAL.** The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

**ARCHITECT'S PROJECT NO.:** This information is typically supplied by the Architect and entered on the form by the Contractor.

**CONTRACT FOR.** This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

### D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

SECTION 01 29 00.10

LIEN WAIVER AND RELEASE

WHEREAS, \_\_\_\_\_, hereafter called the "Undersigned," having entered into a written contract or purchase order with the Village of Homer, hereafter call the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the Village of Homer Sanitary Sewer Rehabilitation.

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of \$\_\_\_\_\_ provided for herein, Undersigned agrees as follows:

- 1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.
- 2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

- 3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.
- 4) Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payments have been paid except as noted below. (If none write "NONE").
- \_\_\_\_\_
- \_\_\_\_\_
- 5) Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to the Owner, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the Undersigned for the said project.
- 6) Furthermore, Undersigned hereby formally and irrevocably releases the Owner from all claims of liability, loss or damage to the Undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delays or increased costs due to changed conditions, loss of efficiency or productivity, non-sequential work operations, delays, acceleration, suspension of work, and for any prior act, neglect or default on the part of the Owner, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.
- 7) The Undersigned further acknowledges that neither the aforesaid payment nor acceptances by the Owner, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as, or constitute a release or waiver of the Undersigned's obligations, undertaking or liabilities under said contract or purchase order or in any way affect or limit the same.

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AMOUNT OF THIS

PARTIAL/FINAL PAYMENT: \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office/Authorized Signature

\_\_\_\_\_

Printed Name and Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

END OF SECTION