

**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**

**VILLAGE OF HOMER**  
**CONSENT AGENDA**  
**May 28, 2024**

1. HFD Firefighter Application
2. Fiscal Advisors BAN Services Agreement
3. HFD ESIP Renewal
4. Pool Credit 12 Holley Drive
5. Durkee Pavilion Refund

# HOMER FIRE DEPARTMENT

## HOMER, NEW YORK

### APPLICATION FOR MEMBERSHIP

I hereby make application for membership and if accepted agree to abide by all the rules and regulations of the Homer Fire Department as outlined in the Constitution and By-Laws. I agree to attend all DRILLS and FIRE SCHOOLS. I furthermore pledge that if at any time I find that I cannot sincerely approve and respect said By-Laws and fulfill my obligations as attested to, I shall consider it my duty to resign my place in the Department and return all Department property in my possession.

(Please Print)

NAME OF APPLICANT:

FLYNN ELLEN B 607-345-5301  
Last First MI Phone #

PHYSICAL ADDRESS:

9 SUITS AVE HOMER NY 13077  
Number Street/Road Village/Town State Zip Code

MAILING ADDRESS IF DIFFERENT:

Number Street/Road Village/Town State Zip Code

CHECK THE COMPANY YOU WISH TO AFFILIATE WITH:

TRIUMPH HOSE COMPANY No. 1  TIOUGHNIOGA HOSE COMPANY No. 2   
WEST SIDE HOSE COMPANY No. 3  Edm B Flynn  
(Signature of applicant)

INVESTIGATION REPORT: RECOMMENDED  NOT RECOMMENDED

MEMBERS OF INVESTIGATION COMMITTEE

1. Gabriel Fadda 2. Richard Johnson 3. Philip W. Hess  
Gabriel Fadda Richard Johnson PHILIP W. HESS  
PROPOSED BY John Ryan Jr SECONDED BY Markon Irish   
COMPANY ACCEPTED  DENIED  \*  
COMPANY SECRETARY Joe Condon DATE 5/6/24  
COMPANY CAPTAIN Coxy Jones DATE 5/6/24  
BOARD OF WARDENS ACCEPTED  DENIED   
DEPT. COORES. SECRETARY Tom Max DATE 5-23-24  
DEPARTMENT PRESIDENT Tom Max DATE 5/23/24

\* (State why on back)

## FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (“Agreement”), entered into as of May 28, 2024, (“Effective Date”), is between the Village of Homer, Cortland County, New York (“Client”) and Fiscal Advisors & Marketing, Inc. (“Fiscal Advisors”) (collectively referred to herein as the “Parties”).

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide administrative services relating to the funding provided by NYS Environmental Facilities Program Corporation (“NYSEFC”) Drinking Water State Revolving Fund (“DWSRF”) and possibly grants through the Water Infrastructure Improvements Act (“WIIA”) and/or Community Development Block Grant (“CDBG”) for the Client’s New Water Storage Tanks Project and to provide financial advice and services relating to the issuance of Bond Anticipation Notes (the “Securities”), pursuant to the terms of this Agreement:

- 1. ISSUANCE DESCRIPTION.** Client intends to issue Securities from time to time during the term of this engagement (the “Issuance”).
- 2. SCOPE OF SERVICES.** Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto (“Services”). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor’s engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.
- 3. COMPENSATION.** As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors’ Fee Schedule attached hereto as Appendix B (“Compensation”). Any modification to the fee schedule made in accordance with this Agreement will become effective upon the date and time mutually agreed upon by the Parties.
- 4. TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.
- 5. AGREEMENT TO PROVIDE INFORMATION.** Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which may include the provision of financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information and agrees to not provide any misleading information relevant to Fiscal Advisors’ provision of Services or in response to a request from Fiscal Advisors.
- 6. BILLING STATEMENT.** Client will receive an invoice upon closing of the Issuance, upon the provision of other services charged on an hourly basis, or upon cancellation of the Issuance or termination of this Agreement as provided in Section 4 for services conducted for the Issuance up to and including the date of cancellation or termination based on actual work performed, as described in Appendix B. Payment shall be due and payable within thirty (30) days of the invoice date.

7. **OUT-OF-POCKET EXPENSES.** Fiscal Advisors will not charge for out-of-pocket expenses.
8. **INDEMNITY.** Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors' acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors' own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.
9. **AMENDMENT.** This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature, and modifications or amendments to Appendix B or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.
10. **HEADINGS.** The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.
11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Onondaga, New York.
12. **CLIENT EDUCATION AND PROTECTION.** Fiscal Advisors is a registered municipal advisor with both the Securities and Exchange Commission (#866-00478-00) and the Municipal Securities Rulemaking Board ("MSRB") (#K0191). The website address for the MSRB is [www.msrb.org](http://www.msrb.org), where you may find a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.
13. **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION.** Client acknowledges receipt of those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client's Mayor or Treasurer or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.
14. **COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

**VILLAGE OF HOMER,  
CORTLAND COUNTY, NEW YORK**

**FISCAL ADVISORS  
& MARKETING, INC.**

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

By: Christine M. Crowley, CIPMA

Signature: \_\_\_\_\_

Signature: *Christine M. Crowley*

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

Title: President, Municipal Advisor

## APPENDIX B – FEE SCHEDULE

| <u>SERVICE</u>  | <u>FEES</u>   |
|---|---------------|
| <b>SHORT-TERM FINANCINGS:</b>   |               |
| <b>Bond Anticipation Notes</b>  |               |
| Par amount:   |               |
| Up to \$1,000,000 (Notice of Sale)  | \$ 2,500      |
| \$1,000,001 to \$3,000,000 (Official Statement)   | \$ 5,600      |
| <i>(Note fee increases based on size - \$500 per every \$1 million above \$3 million)</i> |               |
| <br>Not-To-Exceed Budget Amount:  | <br>\$ 18,000 |
| <br><b>HOURLY FEE:</b>  | <br>\$ 200    |

Fee Schedule Notes:

*Actual Fees will be based on actual work performed, including for issues that do not close or if Agreement is terminated prior to closing. Fees may be affected by additional hourly fees charged for additional services specifically requested by the Client. This fee schedule is proprietary information provided to the Client only; **it is not for dissemination.** Fees may adjust yearly based on Consumer Price Index (CPI) beginning July 1, 2025, and annually thereafter. The fees shown above are only for the services provided by Fiscal Advisors. The Client may also incur charges from (including, but not limited to) Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/ mailing services the electronic publication or distribution of offering documents. Client is not obligated to use Premier Printing, Inc., and Premier Printing, Inc. will provide Client an estimate of charges for its services upon request. The not-to-exceed budget amount includes a fee for a bond anticipation note issuance and administration services for EFC-DWSRF and possibly WIIA and/or CDBG grants. The bond anticipation note fee will be invoiced lump sum and billed upon services rendered. All other administrative work will be billed at the hourly rate and invoiced quarterly.*

# PREMIUM SUMMARY



## Policy Premium

|                          | Premium         | Includes TRIA of | Fees          |
|--------------------------|-----------------|------------------|---------------|
| Commercial Package       | \$22,722        | \$75             | \$4.83        |
| Commercial Inland Marine | \$8,426         | \$206            |               |
| Commercial Umbrella      | \$1,016         | \$16             |               |
| Cyber Liability          | \$799           |                  |               |
| <b>Total:</b>            | <b>\$32,963</b> | <b>\$297*</b>    | <b>\$4.83</b> |

\* If TRIA is rejected, \$38.00 will be retained for the fire following an act of terrorism.

\* If you choose to pay your premium on installments, fees will apply.

## Binding Requirements

Renewal Survey  
GL2012  
Additional PIP/OBEL Form  
UM/UIM Form  
Statement of Values  
Building Updates: Wiring, Roofing, Heating, and Plumbing

## Additional Coverage Lines Available

Accident & Health  
Group Life  
24hr AD&D

## Asia Stauber

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**From:** Asia Stauber  
**Sent:** Monday, May 20, 2024 2:32 PM  
**To:** Village of Homer Clerk  
**Subject:** FW: Filling Pool at 12 Holley Drive Homer  
**Attachments:** 12 Holley Drive.xlsx

Good afternoon!

I have a pool credit request in the email thread below for 12 Holley Drive. I used the calculation sheet which is attached. There should be a sewer credit of \$144.71. Can this please be added to the agenda for the 5/28/24 board meeting?

Thank you 😊

*Asia Stauber*  
Account Clerk  
Village of Homer  
31 N Main St  
Homer, NY 13077  
607-749-3322

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**From:** Aiyana Vaber <aiyana.vaber@gmail.com>  
**Sent:** Monday, May 20, 2024 11:22 AM  
**To:** Asia Stauber <astauber@homerny.org>  
**Subject:** Re: Filling Pool at 12 Holley Drive Homer

Thanks so much Asia!

On Mon, May 20, 2024 at 10:21 AM Asia Stauber <[astauber@homerny.org](mailto:astauber@homerny.org)> wrote:

Good morning!

I have received your email and will get this processed for approval for the 5/28/24 board meeting. If I need anything further I will contact you directly.

Thank you 😊

*Asia Stauber*

## Asia Stauber

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**From:** Asia Stauber  
**Sent:** Wednesday, May 15, 2024 4:02 PM  
**To:** Village of Homer Clerk  
**Subject:** FW: Reservation Refund  
**Attachments:** rosatorefund.png

Was this approved? I put it in your bin on Maureen's desk for the board meeting.

Thank you 😊

*Asia Stauber*  
Account Clerk  
Village of Homer  
31 N Main St  
Homer, NY 13077  
607-749-3322

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**From:** Homer Rec Director <HomerRecDirector@homerny.org>  
**Sent:** Thursday, May 9, 2024 11:15 AM  
**To:** Asia Stauber <astauber@homerny.org>  
**Subject:** Reservation Refund

Asia,  
I need to process the attached Pavilion Reservation for Refund.

The husband, Mr. Rosato, made this reservation by mistake as his wife had already booked another venue.

Thanks  
Andrew  
**Andrew Pierce**  
Homer Recreation Director  
53 South Main St.  
Homer NY 13077  
607-749-0663