

Board of Trustees: Eileen Hansen, Mayor
Leslie Wagar, Deputy Mayor
Kathie Carl, Trustee
Andy Fraser, Trustee
Nikki Whitmarsh, Trustee

Agenda

1. **Call to Order** Mayor Eileen Hansen called the February 8, 2022 Village of Scottsville Board of Trustees to order at pm.
2. **Pledge of Allegiance to the Flag**
3. **Roll Call**
4. **Approval of Minutes**

Village Board Meeting Minutes
Tuesday, January 11, 2022

Motion made by Trustee _____ and seconded by Trustee _____ to approve the minutes of the *Tuesday, January 11, 2022* Village Board Meeting as submitted.

Vote: Carried (-)

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

Budget Meeting

Tuesday, January 18, 2022

Motion made by Trustee _____ and seconded by Trustee _____ to approve the minutes of the *Tuesday, January 18, 2022* Budget Meeting as submitted.

Vote: Carried (-)

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

5. **Public Before the Board**

GUIDELINES FOR PUBLIC COMMENT:

- The public may speak only during the Public Comment period of the meeting (limited to a total of thirty (30) minutes) and during any public hearing public comment section, or at such other time as a majority of the Board allows.
- Speakers must step to the front of the room.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to three minutes on a given topic.
- Speakers may not yield any remaining time they may have to another speaker.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks must be addressed to the Board as a body and not to any member thereof.
- Speakers must observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications.

6. MRB, Dave Willard

Resolution of Authorization and Project Costs for Award Allocations

WHEREAS, the Village of Scottsville submitted and was awarded an Engineering Planning Grant (EPG) under the Consolidated Funding Application (CFA) process on behalf of the Village, for an Inflow & Infiltration Study; and

WHEREAS, the New York State Environmental Facilities Corporation offer a competitive statewide reimbursement grant programs for local governments, administered through the New York Clean Water State Revolving Fund; and

WHEREAS, that the Village of Scottsville Board Trustees, accepts the EPG program grant award on behalf of the Village for an Inflow & Infiltration Study; and

NOW THEREFORE BE IT:

RESOLVED, that the Village Mayor is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the project and to fulfill the Village of Scottsville’s obligations under the Grant Agreement; and

BE IT FURTHER RESOLVED, that the Village of Scottsville authorizes and appropriates a minimum 20% local match as required by the Engineering Planning Grant Program for the Inflow & Infiltration Study. Under the EPG program, this local match must be at least 20% of the EPG grant award of up to \$30,000. The source of the local match, and any amount in excess of the required match, shall be provided through the general fund. The maximum local match shall not exceed \$6,000 based upon a total estimated maximum project cost of \$36,000. The Mayor may increase this local match through the use of in-kind services without further approval from the Village of Scottsville’s Board.

Motion made by Trustee

and seconded by Trustee

Vote: Carried (-)

Mayor Eileen Hansen

Trustee Kathie Carl

Trustee Andy Fraser

Deputy Mayor Leslie Wagar

Trustee Nikki Whitmarsh

Resolution of SEQR for Award Allocations

WHEREAS, the Village of Scottsville submitted and was awarded an Engineering Planning Grant (EPG) under the Consolidated Funding Application (CFA) process on behalf of the Village, for an Inflow & Infiltration study; and

WHEREAS, the New York State Environmental Facilities Corporation offer a competitive statewide reimbursement grant programs for local governments, administered through the New York Clean Water State Revolving Fund; and

WHEREAS, Title 6 of the New York Code of Rules and Regulations (6 NYCRR) Section 617.5 under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

NOW THEREFORE BE IT:

RESOLVED, that the Village of Scottsville hereby determines that the proposed Inflow & Infiltration Study is a Type II action in accordance with 6 NYCRR Section 617.5(c) (24) and (27) which constitute “information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted Action; conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action” and is therefore not subject to further review under 6 NYCRR Part 617.

Motion made by Trustee
Vote: Carried (-)
Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

and seconded by Trustee

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

7. Public Hearing

Mayor Hansen opened the public hearing by reading the notice from the Sentinel at pm.

**Village of Scottsville
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the Scottsville Village Board will be holding a Public Hearing at the Wheatland Municipal Building, 22 Main Street, Scottsville, New York 14546 on February 8, 2022 at 7:00 pm to consider Local Law 2-2022 amending Chapter 150 of the code of the Village of Scottsville by adding Article VI granting a tax exemption for volunteer firefighters.

All interested persons will be given an opportunity to speak for or against the above proposed legislation at the time and location set herein. Comments may also be sent via email to villageclerk@scottsvilleny.org.

Public Comment opened at pm.
Public Comment:

Public Comment closed and Board Comment opened at pm.
Board Comment:

Public Hearing closed at pm.

Motion made by Trustee and seconded by Trustee to adopt Local Law 2-2022 amending Chapter 150 of the code of the Village of Scottsville by adding Article VI granting a tax exemption for volunteer firefighters.

Vote: Carried (-)

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

8. **Reports - Attorney Thomas Rzepka**

9. **Department Reports**

a) **Building Inspector/Code Enforcement Officer**

Permits Issued

Permits Finalized

Code Enforcement

Developments/Projects

SEQRA

Motion: made by Trustee and seconded by Trustee to send a letter to the -
_____ declaring the Village of Scottsville intent to serve as lead agency for the CooperVision _____
with regards to SEQRA.

Vote: Carried (-)

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

New Items

Ongoing Items/Concerns

Upcoming

b) **DPW – Ken Bohn & Todd Schwasman**

Extra Garbage totes

Updates

c) **Treasurer – Katie Garner**

Pay Bills:

Motion made by Trustee and seconded by Trustee to approve payables on the AP Check Register Report through February 8, 2022 and prepaid bills with General Payables totaling \$.

Vote: Carried (-)

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

Treasurers Report:Budget Transfers:

Motion made by Trustee _____ and seconded by Trustee _____ to approve the budget transfers as listed above from the February 2022 Treasurers Report.

Vote: Carried (-)

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

Budget Public Hearing

Motion made by Trustee _____ and seconded by Trustee _____ to set a public hearing at the Wheatland Municipal Building, 22 Main Street, Scottsville, New York 14546 on March 8, 2022 at 7:00 pm to adopt the 2022-2023 Budget.

Vote: Carried (-)

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

d) Clerk – Anne Hartman

DMV for fire truck

IT quotes

10. Trustee Reports:

Deputy Mayor Leslie Wagar – Communications

Trustee Andy Fraser – Grants

Trustee Nikki Whitmarsh – Planning Board/Zoning Board of Appeals

Trustee Kathie Carl - Finance

11. Mayor's Reports - Eileen Hansen12. Old Business

Extra Garbage Totes

Resolution to put Local Law 8-2021 Cannabis Dispensaries to a vote

Motion made by Trustee _____ and seconded by Trustee _____ to forgo the petition process of Local Law 8-2021 pursuant to Cannabis Law 131 opting out of licensing and establishing retail cannabis dispensaries within the

Village of Scottsville and place it on the ballot of the March 15, 2022 Village election to read "Shall the Village of Scottsville allow retail sales of cannabis within its boundaries".

Vote: *Carried (-)*

Mayor Eileen Hansen
Trustee Kathie Carl

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

Trustee Andy Fraser

13. **New Business**

14. **Adjournment**

Motion made by Trustee
pm.

and seconded by Trustee

to adjourn the Village Board meeting at

Vote: *Carried (-)*

Mayor Eileen Hansen
Trustee Kathie Carl
Trustee Andy Fraser

Deputy Mayor Leslie Wagar
Trustee Nikki Whitmarsh

Village of Scottsville
Board of Trustees Meeting
Tuesday, January 11, 2022 6:30 pm
Wheatland Municipal Building
UNAPPROVED Meeting Minutes

Call to Order Mayor Eileen Hansen called the January 11, 2022 Village of Scottsville Board of Trustees to order at 6:30 pm.

Pledge of Allegiance to the Flag

Roll Call

Present: Eileen Hansen, Mayor
Leslie Wagar, Deputy Mayor
Kathie Carl, Trustee
Andy Fraser, Trustee
Nikki Whitmarsh, Trustee

Also Present: Katie Garner, Treasurer
Tom Rzepka, Attorney
Anne Hartman, Village Clerk
Deputy Christopher Chambry, MCSO
Approx. 2 residents

Approval of Minutes

Village Board Meeting Minutes
Tuesday, December 14, 2021

Motion made by Trustee Nikki Whitmarsh and seconded by Deputy Mayor Leslie Wagar to approve the minutes of the *Tuesday, December 14, 2021* Village Board Meeting as submitted.

Vote: *Carried (5-0)*

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

Public Before the Board

GUIDELINES FOR PUBLIC COMMENT:

The public may speak only during the Public Comment period of the meeting (limited to a total of thirty (30) minutes) and during any public hearing public comment section, or at such other time as a majority of the Board allows.

Speakers must step to the front of the room.

Speakers must give their name, address and organization, if any.

Speakers must be recognized by the presiding officer.

Speakers must limit their remarks to three minutes on a given topic.

Speakers may not yield any remaining time they may have to another speaker.

Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

All remarks must be addressed to the Board as a body and not to any member thereof.

Speakers must observe the commonly accepted rules of courtesy, decorum, dignity and good taste.

Interested parties or their representatives may address the Board by written communications.

Reports - Attorney Thomas Rzepka

Public Hearing

Mayor Hansen opened the public hearing by reading the notice from the Sentinel at 7:01pm.

Village of Scottsville NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Scottsville Village Board will be holding a Public Hearing at the Wheatland Municipal Building, 22 Main Street, Scottsville, New York 14546 on January 11, 2022 at 7:00 pm to consider Local Law 1-2022 to amend Chapter 162-13 B(1) Article III, Stopping, standing and parking as follows:

One-hour parking on the south side of Beckwith Avenue from a point 100 feet west of the west wall of the Thomas J. Connor School to a point 100 feet east of the east wall of such school.

All interested persons will be given an opportunity to speak for or against the above proposed legislation at the time and location set herein. Comments may also be sent via email to villageclerk@scottsvilleny.org.

Public Comment opened at 7:02pm.

Public Comment:

No public

Public Comment closed and Board Comment opened at 7:02pm.

Board Comment:

Mayor Hansen commented the wording needs to change the “One-hour” to Two-hour and add “except where otherwise prohibited”.

Public Hearing closed at 7:04pm.

Motion made by Trustee Andy Fraser and seconded by Trustee Andy Fraser to adopt Local Law 1-2022 to amend Chapter 162-13 B(1) Article III, Stopping, standing and parking as follows: Two-hour parking on the south side of Beckwith Avenue from a point 100 feet west of the west wall of the Thomas J. Connor School to a point 100 feet east of the east wall of such school except where otherwise prohibited.

Vote: Carried (5-0)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

National Neighborhood Watch, Deputy Chambry, Crime Prevention Deputy

- Community involvement necessary
- People have different schedules and available at various times
- Primarily on Facebook, helps law enforcement with investigations
- Posts let sheriffs know who has pertinent information to the investigation
- Get the word out, invite your neighbors

Department Reports

Building Inspector/Code Enforcement Officer No report

DPW – Ken Bohn & Todd Schwasman

Floor at Johnson Park is completed
Installed a new chimney liner
In the process of painting the fireplace
Maintenance on all vehicles
Hauled out all the brush from the Village dump site

Treasurer – Katie Garner

Pay Bills:

Motion made by Deputy Mayor Leslie Wagar and seconded by Trustee Kathie Carl to approve payables on the AP Check Register Report through January 11, 2022 and prepaid bills with General Payables totaling \$37,381.56 .

Vote: Carried (5-0)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

Treasurers Report:

Expenses: Overspent Lines Why?

A.5110.2	Street Maint Equipment	<i>1-ton submitting for CHIPS</i>
G.8120.2	Sanitary Sewers Equipment	<i>1-ton (Public Hearing)</i>
A.1410.49	Clerk Records Mngt Equip	<i>Underbudgeted</i>

Updates:

Preparing 1099s
 Received CHIPS and EWR reimbursement
 Starting 2022-23 Budget Prep
 ***WSJFD Invoice for expense reimbursement

Suggested Budget Transfers:

Account Code	Descriptions	To	From	Why?
A.1410.49	Clerk Records Mngt Equip	11.00		<i>Underbudgeted</i>
A.1410.4	Clerk Contractual		11.00	
		\$	\$	
		<i>11.00</i>	<i>11.00</i>	

Motion made by Deputy Mayor Leslie Wagar and seconded by Trustee Nikki Whitmarsh to approve the suggested budget transfer of \$11.00 from A.1410.4 Clerk Contractual to A.1410.49 Clerk Records Management Equipment.

Vote: Carried (5-0)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

Suggested Budget Amendments:

		Revenue	Expense
		Increase	Increase
State Aid CHIPS	A.3501	34,778.85	
Street Maintenance Equipment	A.5110.2		34,778.85
		\$ 34,778.85	\$ 34,778.85

To adjust budget for CHIPS/EWR reimbursement

Motion made by Deputy Mayor Leslie Wagar and seconded by Trustee Kathie Carl to approve the suggested budget amendment as listed above in an amount not to exceed \$34,778.85.

Vote: Carried (5-0)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

ARPA Expenses	Planned Expenses	Paid to date
Phone System Cloud Conversion	\$ 1,080.00	
Johnson Park Flooring	11,200.00	1,080.00
Johnson Park Furnishings		-
Chairs		-
Tables	1,269.12	
Racks	1,342.70	1,269.12
	575.68	1,342.70
		575.68
	\$ 15,467.50	\$ 4,267.50

Clerk – Anne Hartman

FMCSA

New copier delivered

Vacation January 17-21

January 17, 18	Closed
January 19, 20	11am - 4pm
January 21	8am – 1pm

Trustee Reports:

Deputy Mayor Leslie Wagar – Communications

No report

Trustee Andy Fraser – Grants

MRB engineering grant

Trustee Nikki Whitmarsh – Planning Board/Zoning Board of Appeals

meeting this Thursday

Trustee Kathie Carl - Finance

Working on the budget

Mayor’s Reports - Eileen Hansen

Preliminary budget submitted, workshop on January 18 at 6pm

DPW and Forestry Board

Jen Talbot’s statement

- Tax increase less than 2%
- reserves are growing and the fund balance has increased due to conservative spending
- sales tax revenue increasing
- OSC does fiscal stress monitoring, our rating is 8.3 (44.9 to be considered stressed)

CDBG meeting this week – applying to do the sidewalk on Edson
Chapter 133 Smoking policy needs to be reviewed in regards of cannabis, can we regulate on Main St.

Old Business

Resolution to put Local Law 8-2021 Cannabis Dispensaries to a vote

Motion made by Trustee Andy Fraser and seconded by Trustee Kathie Carl to forgo the petition process of Local Law 8-2021 pursuant to Cannabis Law 131 opting out of licensing and establishing retail cannabis dispensaries within the Village of Scottsville and place it on the ballot of the March 15, 2022 Village election.

Discussion:

Trustee Wagar concerned about the unknown, don't see urgency in acting hastily, don't want to be locked in and not be able to get out, not opposed to a dispensary just feel it is moving too quickly. Mayor Hansen stated the reason to put on the ballot is because we have not heard from residents, we do not know what the public wants.

Trustee Fraser does not want five people making this decision for everyone, a vote allows for true representation.

Trustee Carl believes the timing is good because we already are scheduled to have an election in March.

Vote: Carried (4 -1)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	NAY
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

New Business

Renewal of Annual Monroe County Maintenance Permit for 2022

Motion made by Trustee Kathie Carl and seconded by Deputy Mayor Leslie Wagar to authorize Todd Schwasman, DPW Labor Foreman, to sign the renewal of the Monroe County Annual Maintenance Permit for 2022 in the amount of \$800.00.

Vote: Carried (5-0)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

Adjournment

Motion made by Deputy Mayor Leslie Wagar and seconded by Trustee Andy Fraser to adjourn the Village Board meeting at 8:16 pm.

Vote: Carried (5-0)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	AYE		

Respectfully submitted by,



Anne Hartman
Village Clerk

Village of Scottsville
Board of Trustees Budget Meeting
Tuesday, January 18, 2022
2022-2023 Budget Meeting
UNAPPROVED Meeting Minutes

Call to Order Mayor Hansen called the meeting to order at 6:01pm.

Pledge to the Flag

Roll Call

Present: Eileen Hansen, Mayor
Leslie Wagar, Deputy Mayor
Kathie Carl, Trustee
Andy Fraser, Trustee (arrived at 6:03)
Nikki Whitmarsh, Trustee

Also Present: Katie Garner, Treasurer
Approx. 2 residents

Schedule Public Hearing Local Law 2-2022 Firefighter Tax Exemption

Motion made by Trustee Kathie Carl and seconded by Trustee Nikki Whitmarsh to set a Public Hearing for Tuesday, February 8, 2022, at 7:00 pm at the Wheatland Municipal Building, 22 Main Street, Scottsville, NY 14546 to consider Local Law 2-2022 to amend Chapter 150 of the code of the Village of Scottsville by adding Article VI Granting a tax exemption for volunteer firefighters.

Vote: Carried (4-1)

Mayor Eileen Hansen	AYE	Deputy Mayor Leslie Wagar	AYE
Trustee Kathie Carl	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Andy Fraser	NAY		

2022-2023 Budget Discussion

2022-2023 Budget

Documents Attached:

2020 Revenue / Expense Control Report
DPW

Discussion

Forestry Board represented by Michael Souers

Tree removal and pruning becoming a safety issue, asking for an increase in tree planting and removal.

DPW needs a new stump grinder and will auction the old one.

Solar panels were down, Solar Liberty came out to fix, the panels are obsolete, should we purchase extra panels while they are accessible? Trustee Fraser responded if we store panels for 10 years they will not be as efficient as the new technology of the time.

Sanitary Sewer Contractual G8120.4 the County is mandating sewer repairs, this money should be put toward that project.

Sewer Commission needs to review the sewer units for billing. Trustee Fraser will help.

ARPA money use for IT: communication blast to residents, laptops for trustees and employees for remote work, playground and park improvements

First payment received \$97,800, money use needs to be planned by 2024 and spent by 2026

Adjournment

Motion made by Deputy Mayor Leslie Wagar and seconded by Trustee Kathie Carl to adjourn the Village Board meeting at 7:11 pm.

Vote: *Carried (5-0)*

Mayor Eileen Hansen AYE
Trustee Kathie Carl AYE
Trustee Andy Fraser AYE

Deputy Mayor Leslie Wagar AYE
Trustee Nikki Whitmarsh AYE

Respectfully submitted by,



Anne Hartman
Village Clerk

January 24, 2022

Eileen Hansen, Mayor
Village of Scottsville
22 Main Street, Suite 3
Scottsville, NY 14546

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
VILLAGE OF SCOTTSVILLE SANITARY SEWER STUDY AND PRELIMINARY ENGINEERING REPORT
ENGINEERING PLANNING GRANT**

Dear Mayor Hansen:

MRB Group is pleased to submit this proposal for professional services to assist the Village with a sanitary sewer study and Preliminary Engineering Report (PER). The Village was awarded a \$30,000 Engineering Planning Grant (EPG) through the Environmental Facilities Corporation (EFC) Clean Water State Revolving Fund (CWSRF) to help fund the study. The EPG program requires a 20% local match, resulting in a \$6,000 Village share if the entire grant is utilized.

I. Background

The Village sanitary sewer system has higher than normal sanitary sewer flows during periods of wet weather, as recorded at the Scottsville Regional Pump Station. The latest improvements to the sanitary sewer system were completed approximately 10 years ago, based on previous investigations. However, based on available records, many areas of the Village sanitary sewer system still require inspection.

The study will focus on portions of the system that have no record of inspection and will assess the condition of the sewers, define a project to affect the recommended improvements, and estimate the associated project costs.

II. Scope of Services and Compensation

MRB Group proposes to provide the following services for the completion of this study and PER:

A. Mapping, Inspection, and Data Gathering

1. Schedule and attend a project kickoff meeting with the Village to discuss process and schedule, and to review and confirm the areas to be Inspected and televised. Our understanding is that the study will focus on older sections of the system, with no record of previous inspection including Rochester Street, Oatka Place, Browns Avenue, Second Street, and Cavalier Road, as available funds will allow.
2. Assist the Village in obtaining three quotes, on "per linear foot" basis, from three sewer pipeline inspection companies, subject to the Village's procurement policy, to clean and inspect the sewer segments identified for study. This approach will allow the Village to determine the cost of evaluating each sewer segment based on the quotes received and prioritize the segments to be televised within the available funds.
3. Assist the Village in coordinating the pipeline inspection company's work efforts to clean and televise the selected sewer segments.

Subtotal of A, Items 1-3 \$9,100.00

B. Engineering Study

1. Review of the pipe inspection video. Log pipe conditions in tabular form and develop an estimate of probable cost for sanitary sewer rehabilitation.
2. Meet with the Village to review the video inspection results and recommended rehabilitation.

Subtotal of B, Items 1-2..... \$6,900.00

C. Preliminary Engineering Report

Prepare a PER which includes the results of the pipe inspection video and recommended rehabilitations to the sanitary sewer. The PER will follow the format and content guidelines of the Clean Water State Revolving Fund (CWSRF) and generally incorporate the following:

1. Executive Summary.
2. Project Background and Summary including site information, ownership and description of the service area, existing facilities and present condition, and definition of the problem.
3. Alternatives Analysis including description of alternatives considered, including the "do nothing" alternative. This section will also include financial status including sewer rates, Equivalent Dwelling Units (EDUs), sewer budget information, capital charges, etc. Alternatives will generally include sewer re-lining and sewer replacement, and any other options determined to be appropriate. Cost estimates for each alternative will be developed, along with an evaluation of the non-monetary factors which may affect the alternatives.
4. Summary and Comparison of Alternatives, including potential financing scenarios and estimated EDU costs.
5. Recommendations.
6. Prepare and provide four (4) paper copies and a PDF copy of the final report to the Village.

Subtotal of C, Items 1-6 \$8,900.00

Total Compensation \$24,900.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing

period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

MRB Group is available to begin work on the project upon receipt of the signed proposal and estimates that the project will take 5-6 months to complete.

IV. Additional Services

The following items, not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your request.

- A. Public information meetings and resident notifications.
- B. Attendance on site during sanitary sewer televising.
- C. Sanitary sewer manhole inspections.
- D. Sanitary sewer flow measurement.

V. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

VI. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,


David R. Willard, P.E.
Project Manager


David M. Doyle, P.E.
Vice President

J:\630006\Ltrs-Proposals\2022\drw-Scottsville EPG San Sewer II 1-21-22.docx

Enclosure

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

January 25, 2022

Eileen Hansen, Mayor
Village of Scottsville
22 Main Street, Suite 3
Scottsville, NY 14546

**RE: PROPOSAL FOR PROFESSIONAL SERVICES – GRANT ADMINISTRATION
VILLAGE OF SCOTTSVILLE I&I STUDY
ENGINEERING PLANNING GRANT**

Dear Mayor Hansen:

Congratulations on receipt of the Engineering Planning Grant for an Inflow and Infiltration (I&I) study. We are pleased to submit this proposal to assist the Village with this grant's administration procedures and processes.

I. Background

On December 14, 2021 the New York State Environmental Facilities Corporation (EFC) notified the Village that it was awarded an Engineering Planning Grant (EPG) through the New York Clean Water State Revolving Fund (CWSRF). The grant requires the Village to provide 20% in matching funds and/or in-kind services. Based on recent correspondence with EFC, we understand that contracted grant administration services are an eligible cost under the EPG program.

As experienced advisors to many municipalities, MRB Group will be a valuable partner in assisting the Village of Scottsville with the upcoming grant administration services necessary, to secure the award, provide required correspondence and reporting as well as process the reimbursement funding. This proposal covers the efforts to assist the Village with grant administration from the Grant Agreement through Final Reimbursement.

II. Scope of Services

A. Grant Agreement Administration – Engineering Planning Grant Project #109725

MRB Group will assist the Village in completing the grant agreement administration requirements mandatory by the funding agency. Tasks to be coordinated and assembled as part of our grant administration services will include:

- Grant Agreement Administration
 - Preparation of Board Resolutions
 - Authorized Representative Resolution

- Local Match Resolution
- State Environmental Quality Review Act Resolution
- o MWBE Compliance Documents (if applicable)
- o Budget and Plan of Finance Form
- Grant Contract Execution Forms
- Disbursement Request Forms

Total Estimated Compensation (Hourly).....\$2,500.00

The cost figures shown above represent our hourly not to exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Commencement of Work

MRB Group will begin assembling the necessary documentation upon receipt of the signed proposal.

IV. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your continued consideration of our firm. We look forward to working with you on this project.

Sincerely,



David R. Willard, P.E.
Project Manager



James J. Oberst, P.E., LEED AP
Executive Vice President / C.O.O.

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PROPOSAL ACCEPTED BY:		
Signature	Title	Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

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I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

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The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

VILLAGE OF SCOTTSVILLE

Engineering Planning Grant
Resolution of SEQR for Award Allocations

WHEREAS, the Village of Scottsville submitted and was awarded an Engineering Planning Grant (EPG) under the Consolidated Funding Application (CFA) process on behalf of the Village, for an Inflow & Infiltration study; and

WHEREAS, the New York State Environmental Facilities Corporation offer a competitive statewide reimbursement grant programs for local governments, administered through the New York Clean Water State Revolving Fund; and

WHEREAS, Title 6 of the New York Code of Rules and Regulations (6 NYCRR) Section 617.5 under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

NOW THEREFORE BE IT:

RESOLVED, that the Village of Scottsville hereby determines that the proposed Inflow & Infiltration Study is a Type II action in accordance with 6 NYCRR Section 617.5(c) (24) and (27) which constitute “information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted Action; conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action” and is therefore not subject to further review under 6 NYCRR Part 617.

Motion made by Member _____: Seconded by Member _____

Dated:

The above Resolution was duly adopted on _____ by the Village of Scottsville Village Board.

Village Clerk
Village of Scottsville

VILLAGE OF SCOTTSVILLE

Engineering Planning Grant

Resolution of Authorization and Project Costs for Award Allocations

WHEREAS, the Village of Scottsville submitted and was awarded an Engineering Planning Grant (EPG) under the Consolidated Funding Application (CFA) process on behalf of the Village, for an Inflow & Infiltration Study; and

WHEREAS, the New York State Environmental Facilities Corporation offer a competitive statewide reimbursement grant programs for local governments, administered through the New York Clean Water State Revolving Fund; and

WHEREAS, that the Village of Scottsville Board Trustees, accepts the EPG program grant award on behalf of the Village for an Inflow & Infiltration Study; and

NOW THEREFORE BE IT:

RESOLVED, that the Village Mayor is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the project and to fulfill the Village of Scottsville's obligations under the Grant Agreement; and

BE IT FURTHER RESOLVED, that the Village of Scottsville authorizes and appropriates a minimum 20% local match as required by the Engineering Planning Grant Program for the Inflow & Infiltration Study. Under the EPG program, this local match must be at least 20% of the EPG grant award of up to \$30,000. The source of the local match, and any amount in excess of the required match, shall be provided through the **general** fund. The maximum local match shall not exceed \$6,000 based upon a total estimated maximum project cost of \$36,000. The Mayor may increase this local match through the use of in-kind services without further approval from the Village of Scottsville's Board.

Motion made by Member _____: Seconded by Member _____

Dated:

The above Resolution was duly adopted on _____ by the Village of Scottsville Village Board.

Village Clerk
Village of Scottsville