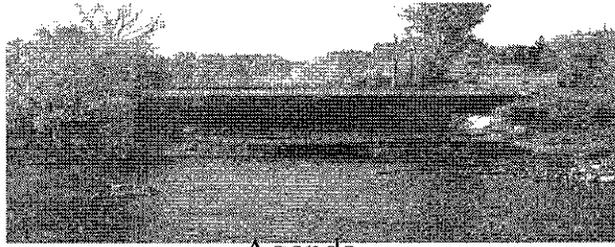


Board of Trustees  
Village of Black River, New York



Agenda

Regular Meeting

February 6, 2017

- Call to order.
- Pledge of Allegiance.
- Approval of minutes of the 1/9/17 regular meeting
- Public Comment.
- Code Enforcement Report & review of related correspondence.
- Superintendent's Report.
- Clerk-Treasurer's Report.
- Police Department Report.

Correspondence Received:

- A) Sally Ploof Hunter Mem. Library
- B) Charter Communications
- C) Attorney Mark Gebo

- Re: Collection of historical documents
- Re: Cable Franchise Agreement
- Re: Cable Franchise Agreement

Correspondence Sent:

New Business:

- A) Farm animal local law public hearing.
- B) Stormwater & Illicit discharge law public hearings.
- C) Resolution of support for tree inventory grant.
- D) Discuss budget meeting dates.

Unfinished Business:

- Reports from Standing Committees.
- Reports from Special Meetings.
- Authorize payment of bills; adjournment.

Village of Black River  
Board of Trustees  
Regular Meeting  
January 9, 2017

DRAFT

Mayor Carpenter called the regular meeting to order and led the Pledge of Allegiance at 6:00 p.m.

Present:

Mayor Leland Carpenter  
Trustee Randy Lake  
Trustee Corey Decillis  
Trustee Gary McCullough  
Superintendent Steven Lillie  
Code Enforcement Officer David Lachenauer  
Clerk-Treasurer Kristin Burroughs  
Police Chief Steven Wood

Excused:

Trustee Francis Dishaw

A motion was made by Trustee Lake, seconded by Trustee McCullough to approve the minutes of the 12/5/16 regular meeting and 12/13/16 special meeting with a revision to the 12/13/16 minutes to state that Trustee Dishaw attended the Rt. 3 Sewer Board meeting. The motion was carried.

Public Comment: Pat Gaines was present to discuss that ambulance squad purchase of the 2007 Jeep. He stated that the ambulance squad would like to have the vehicle inspected by a mechanic before they purchase it.

A motion was made by Trustee Decillis, seconded by Trustee Lake to adopt the following resolution:

**Resolved**, that the 2007 Jeep Grand Cherokee be declared surplus property. The motion was put to a vote as follows:

Mayor Carpenter	Yes
Trustee Lake	Yes
Trustee Decillis	Yes
Trustee McCullough	Yes
Trustee Dishaw	Absent

The motion was carried and the resolution duly adopted.

A motion was made by Trustee Lake, seconded by Trustee McCullough to adopt the following resolution:

**Resolved**, that the 2007 Jeep Grand Cherokee be sold to the Black River Ambulance Squad for the sum of \$4,000. The motion was put to a vote as follows:

Trustee Lake	Yes
Trustee McCullough	Yes
Trustee Decillis	Yes
Mayor Carpenter	Yes
Trustee Dishaw	Absent

The motion was carried and the resolution duly adopted.

Pat Gaines stated that he uses his four wheeler to plow his driveway and that he was told by one of the police officers that four wheelers are not allowed on village streets. He stated that he

would like to see the law amended to allow four wheelers to be used for plowing. The Board felt that an amendment to the law was not necessary and that the police could use their discretion when someone is using the four wheeler for plowing rather than just riding it.

Mayor Carpenter discussed the fact the Village staff needs automated external defibrillator (AUD) training. Mr. Gaines stated that he could provide the training as he had done before.

Code Enforcement Report: CEO Lachenauer presented his annual report. He stated that he would like Trustee Decillis and Trustee Dishaw to review the sidewalk laws and give him some recommendations. He stated that the Planning Board has been working on storage container regulations and that they may want to consider separate regulations for dumpsters.

A motion was made by Trustee Lake, seconded by Trustee Decillis to enter into executive session to discuss current litigation at 6:23 p.m. The motion was carried. The Board exited executive session at 6:35 p.m.

Superintendents Report: Superintendent Lillie presented an annual water production report. He also stated that a piece was added to the plow to make it wider which will help with corners. Superintendent Lillie also stated that the abandoned Maple Street well was tested and that it was high for sodium chloride. Trustee Lake stated that he would like to look for other sources for water. Superintendent Lillie stated that while it has been the policy for several years that residents use clear bags for garbage, it wasn't enforced because they weren't readily available. He stated that they are available in several locations and that he would like to start enforcing the policy again.

A motion was made by Trustee Lake, seconded by Mayor Carpenter that clear bags be required for garbage as of June 1, 2017. The motion was carried.

Clerk-Treasurer's Report: Clerk-Treasurer Burroughs explained to the Board that because Municipay, the company that the village uses for processing credit cards, had received several calls regarding charging \$25 a month to municipalities they have instead increased the service fee to 2.95% per transaction. Clerk-Treasurer Burroughs explained that RMRP Enterprises was due a refund from the village for overpayment of their taxes due to a decrease in the assessed value of the property for the last four years.

A motion was made by Mayor Carpenter, seconded by Trustee McCullough to adopt the following resolution:

**Resolved,** that Clerk-Treasurer Burroughs be authorized to refund RMRP in the amount of \$4,027.18. The motion was put to a vote as follows:

Mayor Carpenter	Yes
Trustee McCullough	Yes
Trustee Lake	Yes
Trustee Decillis	Yes
Trustee Dishaw	Absent

The motion was carried and the resolution duly adopted.

The Board discussed holding a public hearing to rescind the portion of the farm animal local law that was incorrectly filed with the state.

A motion was made by Trustee McCullouch, seconded by Mayor Carpenter to adopt the following resolution:

**Resolved**, that the Village Board hold a public hearing to rescind a portion of the local law regarding farm animals on February 6, 2017 at 6:00 p.m. The motion was put to a vote as follows:

Mayor Carpenter	Yes
Trustee McCullouch	Yes
Trustee Lake	Yes
Trustee Decillis	Yes
Trustee Dishaw	Absent

The motion was carried and the resolution duly adopted.

Mayor Carpenter stated that budget meetings will begin in February and that board members and department heads should be thinking about requests.

Police Department Report: Police Chief Wood presented his annual and monthly reports. He stated that the new police car is in service.

Correspondence Received: The Board reviewed a letter from The Black River Fire Department regarding elected officers. The Board reviewed a letter regarding the tax refund for RMRP Enterprises.

The Board reviewed the proposed storm water local laws. Trustee McCullouch stated that he had concern regarding the portion of the law dealing with fines, however he stated that he understands that the law is expected to be adopted by each municipality as is.

A motion was made by Mayor Carpenter, seconded by Trustee Lake to adopt the following resolution:

**Resolved**, that the Board will hold public hearings regarding the Stormwater Management and Erosion and Sediment Control Law and a local law to prohibit illicit discharges, activities and connections to separate storm sewer system. The motion was put to a vote as follows:

Mayor Carpenter	Yes
Trustee Lake	Yes
Trustee Decillis	Yes
Trustee McCullouch	Yes
Trustee Dishaw	Absent

The motion was carried and the resolution duly adopted.

A motion was made by Trustee Decillis, seconded by Trustee Lake to adopt the following resolution:

**Resolved**, that the resolution for the New York State and Local retirement system regarding elected and appointed officials be adopted. The motion was put to a vote as follows:

Trustee Decillis	Yes
Trustee Lake	Yes
Trustee McCullouch	Yes

Village Board  
January 9, 2017  
Page -4-

Mayor Carpenter            Yes  
Trustee Dishaw             Absent

The motion was carried and the resolution was duly adopted.

A motion was made by Trustee Lake, seconded by Trustee McCullough to adopt the following resolution:

**Resolved**, that the following abstracts of vouchers be approved: interim abstract dated 12/8/16 in the amount of \$5,487.55 (General Fund: \$672.35 Water Fund: \$1,235.15 Sewer Fund: \$2,894.60 Trust & Agency: \$685.45) interim abstract dated 12/22/16 in the amount of \$67,774.71 (General Fund: \$10,357.48 Water Fund: \$41,061.23 Sewer Fund: \$14,345.72 Trust & Agency: \$211.72) interim abstract dated 1/5/17 in the amount of \$3,266.17 (General Fund: \$1,776.87 Sewer Fund: \$1,342.66 Trust & Agency: \$146.64) regular monthly abstract dated 1/9/17 in the amount of \$42,526.11 (General Fund: \$23,259.63 Water Fund: \$19,266.48). The motion was put to a vote as follows:

Mayor Carpenter            Yes  
Trustee Lake                 Yes  
Trustee McCullough         Yes  
Trustee Decillis             Yes  
Trustee Dishaw             Absent

The motion was carried and the resolution duly adopted.

A motion was made by Trustee McCullough, seconded by Mayor Carpenter to adjourn the meeting at 8:14 p.m. The motion was carried.

Respectfully submitted,

Kristin Burroughs  
Clerk-Treasurer

To: Village of Black River Trustees, Mayor Carpenter

From: Sally Ploof Hunter Memorial Library  
Mary Louise Hunt, Assistant Director

Date January 10, 2017

Re: Collection of historical documents

The Sally Ploof Hunter Memorial Library would like to propose that we house the historical collection of Black River, and surrounding areas, and store some of the artifacts within the library. We believe that a library needs to become more than a depository for books. In our attempts to connect more with our community, we are starting projects that would digitalize our yearbooks, update the records for the Black River Cemetery, and start the process of digitizing and preserving other documents for future generations. We currently have a contract with the village for the services that we provide. This would simply be one more service without any additional expense to the Village of Black River.

The many records that are maintained by Bill Reichard would make a valuable addition to this community centered library. Numerous times during the year, people come in looking for information about local history. With the information that he has collected, we could create a much more substantial collection for those interested in the history of our area.

This plan has been discussed with Bill, and he is in agreement. The benefits of housing that collection here are numerous

- The Library is open more hours than the Village Office, providing access to those who work during the day.
- We have a display case that can be used for exhibits that will be seen by our patrons. We can also advertise about these exhibits.
- We have available space in the cellar for Bill to store artifacts.
- We have a glass enclosed bookshelf that could house the historical documents. This bookcase is clearly visible to the staff.
- There are tables for people to explore materials, which are also clearly visible to the staff.
- We could offer workshops in Local History to coincide with our free access to Ancestry.com, supplied by NCLS.
- The Library will take on the expense of copying documents for Bill and patrons.

# Charter

COMMUNICATIONS

January 26, 2017

The Honorable Leland Carpenter  
Mayor  
Village of Black River  
107 Jefferson Place  
Black River, NY 13612

Dear Mayor Carpenter:

Charter Communications is pleased to provide cable television service to the Village of Black River. We, previously, notified you of our intent to renew the cable television franchise pursuant to the Section 626h of the Cable Act.

Enclosed is our revised draft franchise agreement, including the notice of public hearing and resolution, which will serve as the basis for our negotiations. Please be aware that the NYS Public Service Commission requires that this agreement be submitted to them in a timely manner.

We value our relationship with all our franchise officials and look forward to a successful conclusion of this franchise renewal with the Village of Black River.

As always, please do not hesitate to contact me should you have any questions. I can be reached by phone at 315-634-6170 or by email at [alice.kim@charter.com](mailto:alice.kim@charter.com).

Sincerely,



Alice J. Kim  
Director, Government Affairs  
Charter Communications

Enclosure

## FRANCHISE AGREEMENT

**This Franchise Agreement (“Franchise”)** is between the Village of Black River, New York hereinafter referred to as the “Grantor” and Time Warner cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

**WHEREAS**, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract.

**2.4 Restoration of Municipal Property.** Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

**2.5 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the

negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

**4.2 Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**6.2 Abandonment of Service.** Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**SECTION 7**  
**Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

**SECTION 8**  
**Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from

any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

**SECTION 9**  
**Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

**9.3 Rate Regulation.** The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

**SECTION 10**  
**Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

## **SECTION 11** **Transfer of Franchise**

**11.1 Franchise Transfer.** Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12** **Records**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years.. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

## **SECTION 13** **Public Education and Government (PEG) Access**

**13.1 PEG Access.** Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth

therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

## **SECTION 14** **Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

#### **14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

### **SECTION 15** **Miscellaneous Provisions**

**15.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**15.1.1 Employment Practices.** Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical

difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions

using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Village of Black River  
Attn: Mayor  
107 Jefferson Place  
Black River, NY 13612  
Email: villofbr@gisco.net

Grantee: Charter Communication  
Government Affairs  
20 Century Hill Drive  
Latham, NY 12110

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**15.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.8.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

**15.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.10 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.11 Administration of Franchise.** The Mayor, or such other person as may be designated and supervised by the Mayor, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or

amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**15.12 NYPSC Approval.** This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

**15.13 Effective Date.** The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date") and shall expire 15 years from the Effective Date unless extended by the mutual of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.14 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Village of Black River

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

Name/Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, subject to applicable federal, State and local law.

Time Warner Cable Northeast LLC, By Its  
Manager, Charter Communications, Inc.

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

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF NEW YORK**  
**Village of Black River**  
**County of Jefferson**

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In the Matter of the Granting of a Cable Television Franchise Held by **Time Warner Cable Northeast LLC** in the **Village of Black River, County of Jefferson, New York**

**RESOLUTION**

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An application has been duly made to the Board of the **Village of Black River, County of Jefferson, New York**, by **Time Warner Cable Northeast LLC**, I/k/a Charter Communications, a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Road, East Syracuse, NY 13057, for the approval of a renewal agreement for Time Warner Cable's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission.

The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Village of Black River, New York on \_\_\_\_\_, \_\_\_\_ at \_\_\_\_ P.M. and notice of the hearing was published in the \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_.

**NOW, THEREFORE**, the Board of the Village of Black River finds that:

1. Time Warner Cable Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

2. Time Warner Cable Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Time Warner Cable Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

**BE IT FURTHER RESOLVED** that the Board of the **Village of Black River** hereby grants the cable television franchise of Time Warner Cable Northeast LLC and the **Village of Black River** for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

**BE IT FURTHER RESOLVED** that the Board of the **Village of Black River** hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a \_\_\_\_\_ vote was thereby declared adopted.

Dated: \_\_\_\_\_, \_\_\_\_.

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**Village of Black River Clerk**

**Please have the public hearing notice published in your legal newspaper one week prior to the Public hearing, and provide Time Warner Cable with a copy of the legal notice and an affidavit of such, provided by the newspaper. This is required by the NYS Public Service Commission.**

## **NOTICE OF PUBLIC HEARING**

**For the approval of a Cable Television Agreement between Time Warner Cable Northeast LLC and the Village of \_\_\_\_\_**

**PLEASE TAKE NOTICE** that the **Village of \_\_\_\_\_**

will hold a Public Hearing on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ p.m. at the

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, New York regarding granting a cable television

franchise agreement by and between the **Village of \_\_\_\_\_** and Time

Warner Cable Northeast LLC, I/k/a Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the

**Village** Clerk's office, \_\_\_\_\_, \_\_\_\_\_, New York. At such public

hearing, all persons will be given an opportunity to be heard. Written and oral statements will be

taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: \_\_\_\_\_, \_\_\_\_\_

By Order of the Board  
**Village of \_\_\_\_\_**

## **Kristin Burroughs**

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**From:** Diane Collette <mgebo@gebolaw.com>  
**Sent:** Thursday, February 02, 2017 4:45 PM  
**To:** clerktreasurer@blackriverny.org  
**Subject:** Franchise Agreement

Re: Cable Franchise Agreement

Dear Kristin:

Thank you for forwarding to me the proposed new franchise agreement with TimeWarner/Charter Communications. With the deregulation of the cable TV industry, there is not a lot of input that Towns and Villages have on these things these days. Nonetheless, there is a process to comply with, assuming you want to do this. You should note the following salient factors:

1. This is a nonexclusive franchise. In other words, it does not prevent other cable providers from coming in and providing service in your community, provided you also give them some sort of a franchise agreement.
2. In Section 2 of the agreement, it indicates that they want this for fifteen (15) years. There are a number of other communities that I represent that have found this to be too long and have requested that it be shortened down to ten (10) years. This is a question of the comfort level of the Village Board.
3. You should take note of the insurance requirements in Section 4.2 and make sure you get your certificates of insurance as required by this.
4. In Section 10, it indicates that the franchise fee will be 3%. This is typical of what we are seeing in other communities. The 3% will, however, be passed along to the consumers, just so you are aware. You could argue that this, therefore, basically is taking it out of taxpayers' pockets. To some degree that is true. However, it will also affect people who are not taxpayers, but merely renters in the Village who have cable TV service.
5. Please note that the 3% is based on just basic cable services and is not based upon pay services, internet, phone or other services that may be provided through the cable.
6. There are some companies out there that will do auditing on the cable franchise TV payments. Normally, they do this in exchange for a percentage of whatever it is they find to be short. The PSC itself may assist the Village and perform an audit as well. As you might guess, they do not do this for everyone and they do not do it very often.
7. If the Board wishes to proceed with this, a public hearing must be held. If you wished, you could at your February meeting set a public hearing for your March meeting. They have enclosed a resolution to adopt after the public hearing.
8. If there are any issues with the cable service or things you wish to discuss with the cable company, this would be the appropriate time to do so.

Very truly yours,

**HRABCHAK & GEBO, P.C.**

Mark G. Gebo, Esq.

MUNICIPAL ENDORSEMENT

Resolution No. \_\_\_\_\_

WHEREAS, the Jefferson County Soil and Water Conservation District is applying to the New York State Department of Environmental Conservation for a project grant under the Urban and Community Forestry Program to be located (insert location), a site located within the territorial jurisdiction of this (Board, Council or Legislature); and

WHEREAS, as a requirement of these programs, said soil and water conservation district must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located",

NOW, THEREFORE, be it resolved that the (Board, Council or Legislature) of (municipality) hereby does approve and endorse the application of Jefferson County Soil and Water Conservation District for a grant under the Urban and Community Forestry Program for a project known as *Jefferson County Stormwater Coalition Tree Inventory* and located within this community.

(Date of Adoption and Certification of Clerk)