

Board of Trustees
Village of Black River, New York



Agenda

Regular Meeting

January 8, 2024

- Call to order.
- Pledge of Allegiance.
- Approval of minutes of the 12/4/23 regular meeting
- Public Comment.
- Police Department Report.
- Code Enforcement Report & review of related correspondence.
- Clerk-Treasurer's Report.
- Superintendent's Report.

Correspondence Received:

- | | |
|-----------------------|---------------------------|
| A) Bryan Benson | Re: Planning Board Member |
| B) Rte. 3 Sewer Board | Re: Minutes |

Correspondence Sent:

- | | |
|--------------------|-------------------------|
| A) Planning Board | Re: Solar law |
| B) Paul Shepard | Re: Water/sewer penalty |
| C) Thomas Bauschke | Re: Planning Board |

New Business:

- A) Attorney Henry Leader
- B) Discuss Code Enforcement Position
- C) Stormwater Agreement & Coordinator
- D) Water/sewer bill adjustment
- E) Resolution for reservoir grant
- F) Approve DN Tanks agreement

Unfinished Business:

- A) NY Citizens Audit & Resolution
- Reports from Standing Committees.
- Reports from Special Meetings.
- Authorize payment of bills; adjournment.

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

Present

Mayor David Leonard
Trustee David Daily
Trustee Bonnie Proven
Trustee Corey Decillis
Superintendent Les Williams
Clerk Treasurer Kristin Williams
Police Chief Wood

Excused

Trustee Randy Lake

Clerk-Treasurer Williams administered the oath of office to Mayor Leonard. Mayor Leonard administered the oath of office to Trustees Daily and Decillis.

Mayor Leonard read the annual agenda.

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

Resolved, that the annual agenda be adopted with the exclusion of the reappointment of Thomas Bauschke to the planning board. The motion was put to a vote as follows:

Mayor Leonard	Yes
Trustee Decillis	Yes
Trustee Proven	Yes
Trustee Daily	Yes
Trustee Lake	Absent

The motion was carried and the resolution duly adopted.

Public Comment: A representative from NY Citizens Audit was present with a resolution regarding voting accuracy. The board agreed to table discussion until the January meeting so that new board members could become familiar with the information.

Gary McCullough was present to congratulate the new board members and to stress the importance of the water system improvements. He read a letter. See attached.

A motion was made by Trustee Decillis, seconded by Trustee Daily to approve the minutes of the November 6, 2023 meeting. The motion was carried.

Police Department Report: Police Chief Wood stated that he completed 10 hours of Stop DWI patrolling, the radars have been recertified and he participated in Shop with a Cop.

Clerk Treasurer's Report: Clerk-Treasurer Williams stated that she had spoken with the attorney and that he will attend the January 8th meeting to discuss the water contracts with the Towns of Rutland and LeRay. She stated that the Jefferson County Planning will be sending a representative to a planning board meeting to discuss solar regulations. Clerk Treasurer Williams stated that the planning board was recommending that the village adopt the NYSERDA model solar law. She stated that the model law does not address glare from solar panels, which may be a concern with Fort Drum. She stated that the Village Board previously stated that they do not want any battery storage for solar in the village. The model law does not exclude this. It was agreed that a memo be sent to the planning board addressing these concerns.

Superintendent's Report: Superintendent Williams stated that the storage container has been delivered, they collected 40 loads of leaves, there was a water leak at the village garage and a new line will have to be run from the garage. He stated that the Town of LeRay had a water leak and that they had pumped more water from our system during that time. Superintendent Williams stated that there have been instances of used needles in the recycling and garbage. He stated that he would like to purchase some Narcan to have in case of an exposure, the board agreed. He stated that Mike Tracey from the Department of Health reviewed the lead and copper inventory report, the Christmas parade will be the evening of Saturday the 9th. He stated that National Grid is surveying the

property near the reservoir so that they can eventually install larger power lines. He stated that the Christmas decorations are in need of new bulbs and that they will have to be replaced with led bulbs. The cost would be around \$3,400. He stated that at budget time he would like to discuss getting new decorations. Superintendent Williams stated that they will be adding some cabinets to the break room in the garage so employees can keep food there. He stated that mice get into the food if it is left on the table. He stated that National Grid is surveying the property near the reservoir for future installation of larger power poles.

Correspondence Received: The board reviewed a letter from Paul Shepard requesting removal of a water penalty from his account. Trustee Daily asked if Mr. Shepard has ever had a late bill. Clerk-Treasurer Williams stated that he has not.

A motion was made by Trustee Daily, seconded by Mayor Leonard to waive the penalties in the amount of \$29.72. The motion was carried.

The board reviewed a letter from Mansfield Jordan regarding the plowing of Hadley Dr. No action was taken.

Clerk-Treasurer Williams explained that when the tax relevies were presented to the Board in November, the penalty amounts were 1% higher than they should have been.

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

Resolved, that the tax relevies for the Town of LeRay in the amount of \$10,892.76 and the Town of Rutland in the amount of \$5,257.27 be approved. The motion was put to a vote as follows:

Mayor Leonard	Yes
Trustee Decillis	Yes
Trustee Proven	Yes
Trustee Daily	Yes
Trustee Lake	Absent

The motion was carried and the resolution duly adopted.

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

Resolved, that the following abstracts of audited vouchers be approved: interim abstract in the amount of \$47,080.10 (General Fund: \$15,724.13 Water Fund: \$2,037.47 Sewer Fund: \$29,318.50) interim abstract dated 11/28/23 in the amount of \$6,670.59 (General Fund: \$6,620.89 Water Fund: \$49.70) and regular monthly abstract in the amount of \$61,648.82 (General Fund: \$60,798.73 Water Fund: \$850.09). The motion was carried and the resolution duly adopted.

A motion was made by Mayor Leonard, seconded by Trustee Decillis to enter into executive session to discuss the employment history of a particular person at 7:40 p.m. The motion was carried.

A motion was made by Trustee Decillis, seconded by Trustee Proven to rescind the offer of the Code Enforcement Officer position given to Terry McKeever. The motion was carried.

A motion was made by Mayor Leonard, seconded by Trustee Decillis to adjourn the meeting at 7:43 p.m. The motion was carried.

Respectfully submitted,

Kristin Williams
Clerk-Treasurer

**BLACK RIVER POLICE DEPARTMENT
MONTHLY REPORT
December-23**

	B/R		Nov-23	Oct-23	Sep-23	Aug-23
ARRESTS -	0		0	0	0	1
COMPLAINTS -	7		7	18	9	13
VEHICLE STOPS -	17		15	23	6	24
TICKETS ISSUED -	7		7	6	0	11
ACCIDENT REPORTS -	0		0	0	0	0
PARKING VIOLATIONS -	1		3	2	0	2
MOTORIST ASSISTS -	0		1	0	1	1
ASSIST OTHER AGENCY -	1		3	4	2	4
ESCORTS -	1		0	0	0	2
VEHICLES TOWED -	0		0	0	0	0
PROPERTY CHECKS -	6		10	4	3	2
INCIDENT REPORTS -	6		2	8	6	1
DOMESTIC REPORTS -	0		0	0	0	0
OFFENSE REPORTS -	0		0	1	1	3
FOLLOW UP REPORTS -	0		1	1	2	4
CRIMES REPORTED -	1		0	1	1	3

DAYS WORKED PER MONTH - 10/31

HOURS WORKED - 66 HOURS

MILES DRIVEN - 164 MILES

EXTRA DETAILS - 27 HRS DWI PATROL, SHOP W A COP, BR CHRISTMAS PARADE

POLICE CHIEF, STEVEN C WOOD #2701
POLICE DEPARTMENT
VILLAGE OF BLACK RIVER NY

SC WOOD #2701

UTT Report by Date

From 12/1/2023 to 12/31/2023

Date	Officer Name	Badge	Case Number	Section And Offense	Status	Location	Local Code
12/31/2023	WOOD S	01	SRV2HKH7D8	1110A DISOBEYED TRAFFIC CONTROL DEVICE	4	SR 3 AT WEST REMINGTON ST	23BR00335
12/31/2023	WOOD S	01	SRV2HKH4H0	3752A3 NO/INSUFFICIENT TAIL LAMPS	4	SR 3 AT STAFFORD DR	23BR00334
12/31/2023	WOOD S	01	SRV2HKGMP6	306B UNINSPECTED MOTOR VEHICLE	4	S MAIN ST @ SR 3	23BR00331
12/30/2023	WOOD S	01	SRV2HKDCB	3752A3 NO/INSUFFICIENT TAIL LAMPS	4	SR 3 @ S MAIN ST	23BR00324
12/22/2023	WOOD S	01	SRV2HJHSMC	5091 UNLICENSED OPERATOR	7	SR 3 AT STAFFORD DR	23BR00323
12/22/2023	WOOD S	01	SRV2HJHSDZ	37540B INADEQUATE OR NO STOP LAMPS	7	SR 3 AT STAFFORD DR	23BR00323
12/20/2023	WOOD S	01	SRV2HJ94QN	37512A2 SIDEWINGS/SIDEWINDOWS/NON/TRANSPARENT	7	SR 3 @ HUNTINGTON ST	23BR00319

Summary

Query returned 7 records.

December 07, 2023

To the Village of Black River Trustees:

My name is Bryan Benson and I would like to express my interest in becoming a member of the Village Planning Board.

I have resided in Black River for 28 years and my wife and I raised our four children here in the village. I own and operate my own business and feel that I could be an asset to the Planning Board.

Thank you for your consideration.

Bryan Benson

TO: NYS ROUTE 3 CORRIDOR SEWER BOARD

FROM: Christina Vargulick, Secretary (as reported by B. Nutting)

DATE: December 12, 2023

RE: Minutes of December 11, 2023 meeting

Present: S. Allen, G. Eddy, B. Peck and R. Taylor

Others: L. Carpenter, B. Nutting and N. Toutant

The NYS Route 3 Corridor Sewer/Development Board met at the Town of Champion Municipal Building on Monday, December 11, 2023. G. Eddy called the meeting to order at 4:30pm.

The Board reviewed the minutes for September 11, 2023. Motion made by B. Peck, seconded by G. Eddy to approve the minutes as presented. Ayes-4, Nays-0. Motion carried.

Operating Report

The period summary for September 2023 was distributed to the Board. The sewer flow was 6.4 MG. Eighty-four percent (84%) of the total budgeted revenues were received. Expenses year-to-date were seventy-nine percent (79%) of the total budgeted. Net cash of \$164,737.42 remained at the end of the period. The reserve account balance was \$228,110.38.

The period summary for October 2023 was distributed to the Board. The sewer flow was 5.8 MG. Eighty-eight percent (88%) of the total budgeted revenues were received. Expenses year-to-date were ninety-four percent (94%) of the total budgeted. Net cash of \$167,356.94 remained at the end of the period. The reserve account balance was \$229,117.84.

The period summary for November 2023 was distributed to the Board. The sewer flow was 6.6 MG. Ninety-six percent (96%) of the total budgeted revenues were received. Expenses year-to-date were ninety-nine percent (99%) of the total budgeted. Net cash of \$92,012.77 remained at the end of the period. The reserve account balance was \$230,512.60.

Motion made by R. Taylor , seconded by G. Eddy to approve the reports as presented. Ayes-4, Nays-0. Motion carried.

2024 Budget

Motion by G. Eddy, seconded by S. Allen to adopt the preliminary budget as the 2024 adopted budget with a fixed rate of \$289.00/EDU and a variable rate of \$248.00/EDU (with adjustment for T/Rutland). Ayes-4, Nays-0. Motion carried.

2024 Budget Adjustment

B. Nutting recommended that the Board approve expending \$34,351.97 from net cash to cover an increase in the cost of collection & treatment above what was budgeted. Motion by G. Eddy, seconded by B. Peck to approve the expenditure from net cash for collection & treatment. Ayes-4, Nays-0. Motion carried.

CD Rollover

B. Nutting reported that two certificates of deposit will mature on December 23, 2023 and January 3, 2024 in the amounts of \$52,246.02 and \$70,581.22 respectively. Motion by G. Eddy, seconded by S. Allen renew both certificates for a term of one year. Ayes-4, Nays-0. Motion carried.

Motion by G. Eddy, seconded by S. Allen to deposit \$50,000 budgeted for reserve this year for a term of six months in a certificate of deposit. Ayes-4, Nays-0. Motion carried.

Open Discussion

N. Toutant advised that a T/LeRay resident is considering constructing an addition on their property and questioned if they could, at their own expense, have the sewer lateral relocated to maintain the easement distance. B. Nutting recommended that the resident submit a sewer application with drawings for review and that a new easement be filed.

Motion made B. Peck, seconded by R. Taylor to adjourn. The meeting adjourned at 4:45pm.

The next scheduled meeting of the NYS Route 3 Sewer/Development Board will be held on Monday, February 12, 2024 at 4:30pm at the T/LeRay Municipal Building.

Christina Vargulick

Christina Vargulick, Secretary
NYS Route 3 Sewer Board of Commissioners

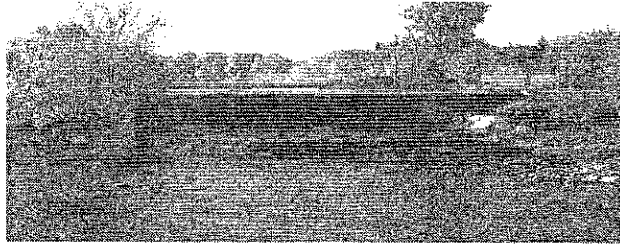
Village of Black River

Memorandum

To: Planning Board Chairman and Members
From: Kristin Williams, Clerk-Treasurer

The Village Board has requested that a representative from Jefferson County Planning attend one of your meetings to further discuss solar regulations within the village. A representative will attend your January meeting. The village board does not want any provision for battery storage in the law due to fire and safety concerns. The moratorium was put in place to ensure that the planning board along with the county comprises a law that thoroughly addresses the safety, health and well being of the Village of Black River residents. The village board appreciates your attention to this matter.

Board of Trustees
Village of Black River, New York



December 5, 2023

Paul Shepard
136 W. Remington St.
Black River, NY 13612

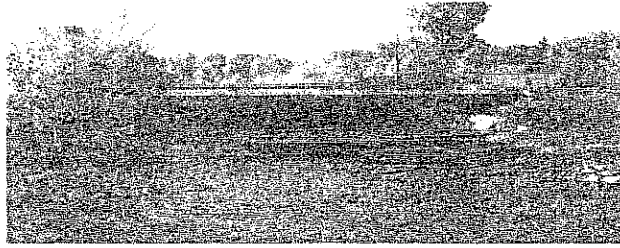
Dear Mr. Shepard;

The Village Board has agreed to waive the water/sewer penalty on your October bill due to the fact that your account history shows no record of late payments. A credit of \$29.72 has been applied to your account.

Sincerely,

Kristin Williams
Clerk-Treasurer

Board of Trustees
Village of Black River, New York



December 5, 2023

Thomas Bauschke
114 S. Main St.
Black River, NY 13612

Dear Mr. Bauschke;

The Village Board would like to thank you for your past service on the Planning Board. They have chosen not to reappoint you to another term at this time. Please return your Village code book to the Village Office at your earliest convenience. Thank you.

Sincerely,

Handwritten signature of Kristin Williams.

Kristin Williams
Clerk-Treasurer

**INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

This INTERMUNICIPAL AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems (“MS4s”), as follows: Town of LeRay, Town of Rutland, Town of Watertown, Village of Black River, Village of Brownville, Village of Carthage, Village of West Carthage, City of Watertown, and Jefferson County, hereinafter referred to as “Coalition Members,” hereby continues the Jefferson County Stormwater Coalition, which began on December 31, 2013.

WHEREAS, the U.S. Environmental Protection Agency’s Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain permit coverage under the New York State Department of Environmental Conservation’s SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State’s Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in September of 2013 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **TERM.** The term of this agreement shall be for five years and shall commence on January 1, 2023 and terminate on December 31, 2027, unless extended or renewed.
2. **PURPOSE.** To authorize the work of the Jefferson County Stormwater Coalition whose purpose it is to work collectively to:
 - A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations

and the permit conditions of GP-0-10-002 issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,

B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,

C. Research and implement appropriate funding mechanisms to meet the financial needs of compliance with the Phase II Stormwater regulations and GP-0-10-002; and,

D. Cooperatively prepare a template for submission of the Annual Report to the New York State Department of Environmental Conservation on behalf of all Coalition members according to GP-0-10-002.

3. MEMBERSHIP.

A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.

B. Each member of the Coalition shall have one (1) vote at all meetings.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of the voting membership shall be required.

For actions requiring a supermajority:

2. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
3. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairman, Vice Chairman, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall appoint a Treasurer. The Coalition shall assign this position to a qualified employee or elected official from the municipality authorized to hold and manage "The Jefferson County Stormwater Coalition" account (See Section 4 Part C). If this individual is not identified as a permanent representative, he/she will be made an ex officio member of the Coalition.

F. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

G. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement, and further conditioned upon payment of \$3,500 and the full annual membership fee for that calendar year.

H. This Intermunicipal Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.2 above.

B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition member.

C. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Jefferson County Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition. The authorized municipality may seek reimbursement for administrative expenses to oversee the account.

D. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.

E. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.

- F. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

A. Staff from the Jefferson County Soil & Water Conservation District (JCSWCD) may act as contractors for providing administrative services to the Jefferson County Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual report templates and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-10-002. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If JCSWCD will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2014. JCSWCD staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to JCSWCD for any services outside of the workplan approved by the Coalition.

B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.

C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.

C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

TOWN OF LERAY

TOWN OF RUTLAND

By: _____
Its:
Hereunto Duly Authorized

By: _____
Its:
Hereunto Duly Authorized

TOWN OF WATERTOWN

VILLAGE OF BLACK RIVER

By: _____
Its:
Hereunto Duly Authorized

By: _____
Its:
Hereunto Duly Authorized

VILLAGE OF BROWNVILLE

VILLAGE OF CARTHAGE

By: _____
Its:
Hereunto Duly Authorized

By: _____
Its:
Hereunto Duly Authorized

VILLAGE OF WEST CARTHAGE

By: _____
Its:
Hereunto Duly Authorized

CITY OF WATERTOWN

JEFFERSON COUNTY

By: _____
Its:
Hereunto Duly Authorized

By: _____
Its:
Hereunto Duly Authorized

**APPENDIX A
TO
INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

The Fee Schedule commencing January 1 and ending on December 31, 2023 shall be \$500 per
Coalition Member.

<u>Name</u>	<u>Acct.#</u>	<u>Water Credit</u>	<u>Sewer Credit</u>	<u>Total Credit</u>
MCCullen, Roy	04820	\$117.91	\$75.58	\$193.49

Total credit for Water Adjustments: \$117.91

Total credit for Sewer Adjustments: \$75.58

Total Water and Sewer Adjustments: \$193.49

Resolution

A motion was made by Trustee _____, seconded by Trustee _____ at the January 8, 2024 meeting to adopt the following resolution:

Resolved, that the Village of Black River Board of Trustees confirms that funds in the amount of \$99,340 were appropriated in water fund of the 2023-2024 Village Budget for the purpose of repairing the water storage tank on Hadley Rd. The motion was put to a vote as follows:

Mayor David Leonard

Trustee Randolph Lake

Trustee Bonnie Proven

Trustee David Daily

Trustee Corey Decillis

The motion was carried.

AGREEMENT

THIS AGREEMENT, entered into this ____ day of January, 2024 by and between the Village of Black River, 107 Jefferson Place, Black River, New York 13612, (hereinafter referred to as the "Village") a municipal corporation organized and existing under the laws of the State of New York, and DN Tanks of New York, LLC, 11 Teal Road, Wakefield, Massachusetts 01880, (hereinafter referred to as the "Contractor").

WITNESSETH, the Village and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR

The Contractor shall furnish necessary labor, materials, tools and equipment to construct and rehabilitate an 800,000-gallon prestressed concrete water storage tank (hereinafter referred to as the "Project") pursuant to bid specifications prepared by Barton & Loguidice, PC, in accordance with the proposal of the Contractor dated _____, a copy of which is attached hereto and made a part hereof, at a total cost not to exceed \$99,340.00.

ARTICLE 2. TIME OF COMPLETION

The work under this contract (the "Contract") shall be commenced within 120 days of the date of this Agreement and will be completed within 180 days from commencement of the work. Time of completion is of the essence in this Agreement.

ARTICLE 3. PAYMENT TO CONTRACTOR

On or before the 10th day of each month, the Contractor must submit to the Village Clerk-Treasurer a voucher using the standard form of the engineer. On or before the 20th day of that month, the Village Clerk-Treasurer must review the Contractor's Requisition for Payment and issue a Certificate of Payment. The Village must pay the Contractor by the 10th day of the succeeding month.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made must thereupon become the sole property of the Village. This provision shall not be construed as relieving the Contractor of sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Village to require fulfillment of all the terms of the Contract.

When submitting an estimate for payment, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor must file a statement in writing, in form satisfactory to the Village, certifying to the amounts then due and owing from the Contractor or Subcontractor filing the statements to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. The statement must set forth the names of the persons whose

wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. The Contractor or Subcontractor must verify by oath that it has read the statement subscribed by it and knows the contents thereof, and that it is true as of its own knowledge.

The Contractor agrees that it will indemnify and save the Village harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishings of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor must, at the Village's request, provide satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Village may, after having served written notice on the Contractor, either pay unpaid bills of which the Village has written notice, or direct to be withheld or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligations upon the Village to the Contractor.

In paying any unpaid bills of the Contractor, the Village shall be deemed the agent of the Contractor. Any payment so made by the Village shall be considered payment made under the contract by the Village to the Contractor. The Village shall not be liable to the Contractor for any such payment made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Village of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Village and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligation under this contract or any performance and payment bond required hereunder.

ARTICLE 4. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village.

The contractor shall maintain, without additional expense to the Village, until final acceptance by the Village of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided. The subconsultant shall furnish to the Village a certificate or certificates showing that the coverage requirements have been complied with. The Village shall be listed as Additional Insureds. Policies shall not be changed or canceled until thirty (30) days' written notice has been given to the Village. Subconsultant shall review the insurance policy requirements of this work and include the cost of said insurance in his/her proposal.

The kinds and amounts of insurance required of the subconsultant are as follows:

- (a) A policy or policies providing protection for employees of the subconsultant in the event of job-related injuries; generally referred to as "Workers Compensation Insurance."
- (b) Automobile Liability policies with the combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease

including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles. Automobile Liability coverage may be provided under the Commercial General Liability Insurance or as a separate policy; in either case, the coverage limits shall be reflected on the Certificate of Insurance.

- (c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate.....	\$2,000,000
Products – Comp/Op Agg.....	\$2,000,000
Personal/Adv. Injury.....	\$1,000,000
Each Occurrence.....	\$1,000,000
Medical Expense.....	\$ 5,000

- (d) Excess Liability Insurance Umbrella form, bodily injury, and property damage combined:

Each Occurrence.....	\$1,000,000
Aggregate.....	\$1,000,000

- (e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).

The Village shall not be responsible for any loss, damage, or liability arising from acts by the Contractor, its employees, agents or subcontracts employed by it. The Contractor shall not impose any limits of liability for Village’s claims of loss, injury, death or damage. Submission of a proposal by the Contractor shall constitute acceptance of these terms, and this paragraph shall supersede any statements to the contrary contained in Contract Conditions submitted by the Contractor as part of its proposal.

Defense of Action or Suits: Neither the Village, nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Village, nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Village or others, occurring during or resulting from the work. The Contractor shall properly guard against all injuries and damages. The Contractor shall indemnify and save harmless the Village, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than the Village’s negligence. The Contractor shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts hereinbefore stated for the protection of the Contractor and the Village, and shall furnish duplicate of the

policies to the Village, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the Village.

The Contractor shall furnish the Village with satisfactory proof of carriage of the insurance required.

ARTICLE 5. CONTRACTOR'S BONDS

Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations.

The performance bond must be in the form of EJCDC C-615, Payment Bond (2010, 2013, or 2018, or the most current edition) prior to execution of the Contract, except as provided otherwise by laws or regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Village and in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

If Contractor has failed to obtain a required bond, the Village may exclude the Contractor from the Site and exercise Village's termination rights.

ARTICLE 6. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

(a) That it is financially solvent and that it is experienced in and competent to perform the type of work or to construct and rehabilitate an 800,000-gallon prestressed concrete water storage tank to be performed by it; and

(b) That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

ARTICLE 7. PERMITS AND REGULATIONS

The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8. EXTRA WORK

This Contract may be modified or changed by the Village from time to time, in a manner not materially affecting the substance thereof or increasing the price to be paid by more than ____% (percent) of the contract price in order to carry out and complete more fully and perfectly the Work herein agreed to be done and performed. An order for Extra Work shall designate the method of payment therefore, and shall be valid only if issued in writing and signed by the Village. Work so ordered must be performed by the Contractor.

ARTICLE 9. DISPUTED WORK

If the Village determines that the Work in question is Contract Work and not Extra Work, or that the determination or order complained of is proper, it will direct the Contractor to proceed, and the Contractor must promptly comply. However, in order to reserve its right to claim compensation for such Work or damages resulting from such compliance, the Contractor must, within 15 days after receiving notice of the Village determination and direction, notify the Engineer in writing that the work is being performed, or that the determination and direction is being complied with, under protest. If the Contractor shall claim to be sustaining damages by reason of any act or omission of the Village or its agents, it shall within 5 days after such act or omissions occur, notify the Village in writing, and within 25 days thereafter, or within such additional time as may be granted by the Village upon written request therefor, submit to the Village verified detailed statements of the damages sustained together with documentary evidence of such damages. Upon failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.

ARTICLE 10. PERFORMANCE OF EXTRA OR DISPUTED WORK

While the Contractor or its subcontractor is performing Extra Work ordered by the Village under Article 7 hereof (unless payment therefore is to be made by a lump sum or at unit prices previously agreed upon) or is performing disputed Work or complying with a determination or order under protest in accordance with Article 8 hereof, in each such case the Contractor shall furnish the Village daily with three copies of written statements signed by the Contractor's representatives at the site showing:

(a) the name and number of each workman/woman employed on such Work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of work each is doing; and

(b) the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

ARTICLE 11. CLAIMS AND ACTIONS THEREON

No claim against the Village for damages for breach of contract or compensation for Extra Work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have

strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as hereinbefore provided.

ARTICLE 12. ESTOPPEL

Neither the Village nor any department, officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Village or Engineer, or any officer, agent or employee of the Village or Engineer, either before or after the final completion and acceptance of the Work and payment therefor: (a) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (b) from demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (c) both (a) and (b) hereto.

ARTICLE 13. VILLAGE'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Village shall have the right to stop work or terminate the contract if:

- (a) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (b) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- (c) The Contractor refuses or fails to prosecute the work or any part thereof with due diligence; or
- (d) The Contractor fails to make prompt payment to persons supplying labor for the work; or
- (e) The Contractor fails or refuses to comply with all applicable laws or ordinances; or
- (f) The Contractor is guilty of a substantial violation of any provision of this contract;
- (g) In any event, the Village, without prejudice to any other rights or remedy it may have, by giving [no.] days' notice to the Contractor, may terminate the employment of the Contractor and its right to proceed either as to the entire work or, at the option of the Village as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Village deems expedient. In such case, the Contractor shall not have been entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder exceeds the expense of completing the work (including compensation for additional managerial, administrative and inspection services and any damage for delay), the excess shall be paid to the Contractor. If the expense exceeds the unpaid balance, the Contractor and its sureties shall be liable to the Village for the excess. If the right of the Contractor to proceed with the work is so terminated, the Village may take possession of and utilize in completing the work the materials, supplies, appliances, plant and equipment as may be on the site of the work and necessary therefore. If the Village does not so

terminate the right of the Contractor to proceed, the Contractor shall continue the work.

ARTICLE 14. DAMAGES

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by it under this contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the Village free and discharged of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

ARTICLE 15. INDEMNITY AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save the Village, its officers, agents and employees harmless from any liability imposed upon the Village, its officers, agents and/or employees arising from the negligence, active or passive, of the Contractor.

ARTICLE 15A: PREVAILING WAGE RATES REQUIRED BY LAW

(a) The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this contract not less than the wage rate and supplements set opposite the trade or occupation in which he is engaged, as listed New York State Department of Labor website <http://wpp.labor.state.ny.us>, which is incorporated herein by reference and made a part of this agreement, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this contract.

(b) Labor classifications not appearing on the schedule of wages can be used only with the consent of the Village and then the rate to be paid will be given by the Village after being advised by the Department of Labor.

(c) The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the contract, for the various classes of mechanics, workingmen, or laborers employed on the work.

Pursuant to recently adopted provisions of the New York State Labor Law, the winning bidder must (1) provide each employee on each pay stub relating to this project the prevailing wage rate for his/her job classification, and (2) at beginning of the work to be performed must notify all employees of the telephone number, name and address of the New York State Department of Labor and his or her right to contact said Department if he or she does not receive the prevailing wage rates or supplements required for his or her job classification, which notice must also be provided with each employee's first pay check after July 1st of each year, and (3) must submit to the Village within 15 days after the issuance of its first payroll and every payroll period thereafter a transcript of the original payroll record, sworn to under the penalty of perjury.

ARTICLE 16. NO ASSIGNMENT

In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Village.

ARTICLE 17. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Labor Law section 220-e and Executive Law sections 291–299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law section 222-a.
- (d) Preference in employment of persons required by Labor Law section 222.
- (e) Eight-hour workday as required by Labor Law section 220(2).

ARTICLE 18. CLEANUP

The Contractor shall, at all times, keep the premises free from accumulations of waste materials caused by its employees or due to its work. At the completion of the project, the Contractor shall remove all of its rubbish from the building and the site, and all of its tools, scaffolding and surplus materials. It shall leave its work “broom clean,” or its equivalent, except where further cleaning is required.

ARTICLE 19. TAXES

Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Village.

ARTICLE 20: AUTHORITY FOR EXECUTION ON BEHALF OF THE VILLAGE

The Mayor has executed this Agreement pursuant to a Resolution adopted by the Village Board of the Village of Black River, at a meeting thereof held on _____, 2023. David Leonard, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Village of Black River.

ARTICLE 21. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Village: David Leonard, Mayor
Village of Black River
107 Jefferson Place
Black River, NY 13612

To Contractor: DN Tanks of New York, LLC
Attn: _____
11 Teal Road
Wakefield MA 01880

ARTICLE 22. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 23. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Village of Black River has caused its corporate seal to be affixed hereto and these presents to be signed by Hon. David Leonard, its Mayor, duly authorized to do so, and to be attested to by the Black River Village Clerk, and the Contractor has caused its corporate seal, if any, to be affixed hereto and these presents to be signed by its President, the day and year first above written.

Hon. David Leonard, Mayor
Village of Black River

DN Tanks of New York, LLC
By: _____, President

STATE OF NEW YORK)

COUNTY OF ST. LAWRENCE) SS:

On the ____ day of January, 2024, before me the subscriber, personally appeared DAVID LEONARD, to me known and known to me, who being by me duly sworn did depose and say that he resides in the Village of Black River; that he is the Supervisor of the Village of Black River; that he executed the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to this instrument is such corporate seal; that it was so affixed by order of the Village Board of the Village of Black River; and that he signed his name thereto by like order.

Notary Public – State of New York

STATE OF NEW YORK)

COUNTY OF ST. LAWRENCE) SS:

On the ____ day of January, 2024, before me the subscriber, personally appeared _____ to me known and known to me, who being by me duly sworn did depose and say that he/she is the _____ of the DN Tanks of New York, LLC; that he/she executed the foregoing instrument; that there is no seal of said corporation; and that he/she signed his name thereto by like order.

Notary Public – State of New York