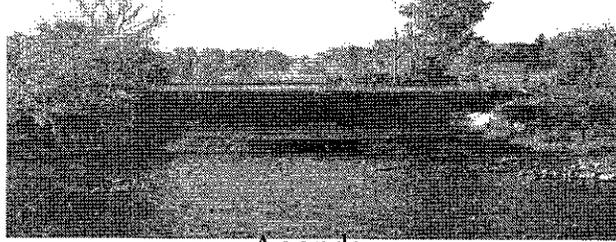


Board of Trustees  
Village of Black River, New York



Agenda

Regular Meeting

March 6, 2017

- Call to order.
- Pledge of Allegiance.
- Approval of minutes of the 2/6/17 regular meeting & 2/13/17 special meeting.
- Public Comment.
- Code Enforcement Report & review of related correspondence.
- Superintendent's Report.
- Clerk-Treasurer's Report.
- Police Department Report.

Correspondence Received:

- |                                |  |
|--------------------------------|--|
| A) NYS Dept. of Transportation | Re: Emergency Shared Service Agreement |
| B) Christopher Mueller         | Re: Zoning Board of Appeals            |
| C) Planning Board              | Re: Storage Containers                 |

Correspondence Sent:

New Business:

- A) Discuss tax cap override.
- B) Set public hearing for Charter Communications franchise agreement.

Unfinished Business:

- A) LED lighting conversion.
  - Reports from Standing Committees.
  - Reports from Special Meetings.
  - Authorize payment of bills; adjournment.

Village of Black River  
Board of Trustees  
Regular Meeting  
February 6, 2017

DRAFT

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

Present:

Deputy Mayor Francis Dishaw  
Trustee Randolph Lake  
Trustee Corey Decillis  
Trustee Gary McCullough  
Superintendent Steven Lillie  
Clerk-Treasurer – Kristin Burroughs  
Police Chief – Steven Wood

Excused:

Mayor Leland Carpenter

A motion was made by Trustee Decillis, seconded by Trustee McCullough to approve the minutes of the January 9, 2017 meeting. The motion was carried.

Public Comment: Scott Allen, Superintendent of the Town of Pamela was present to discuss the possibility of purchasing water from the village. He stated that town is having chlorine disinfectant byproduct issues and that the NY State Department of Health (DOH) suggested approaching Black River. Trustee Lake asked Mr. Allen how many gallons of water per day they would need. Mr. Allen stated that they would need about three thousand gallons per year. Superintendent Lillie stated that he has spoken with the DOH already and that three million gallons wouldn't be substantial. It was discussed that there would need to be an intermunicipal agreement and possibly some engineering as well as cooperation with the Town of LeRay.

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

**Resolved**, that research may proceed for the sale of water to the Town of Pamela. The motion was put to a vote as follows:

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

The motion was carried and the resolution duly adopted.

Mary Louise Hunt was present to discuss the possibility of storing the village's historical artifacts at the Sally Ploof Hunter Memorial Library. She stated that the library is in the process of digitizing records and would do so with the village's records. Historian William Reichard stated that he currently stores the records at his home and in the records room at the municipal building.

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

**Resolved**, that the historical artifacts of the village may be stored and displayed at the Sally Ploof Hunter Memorial Library. The motion was put to a vote as follows:

Deputy Mayor Dishaw	Yes
Trustee Decillis	Yes
Trustee Lake	Yes

Trustee McCullouch                      Yes  
Mayor Carpenter                      Absent

The motion was carried and the resolution duly adopted.

Deputy Mayor Dishaw opened the public hearings for the farm animal, stormwater and illicit discharge public hearings at 6:45 p.m.

Superintendent's Report: Superintendent Lillie stated that they set up the old plow as a backup. He stated that they painted and primed the bobcat.

Clerk-Treasurer's Report: Clerk-Treasurer Burroughs discussed accepting partial payments for water/sewer bills. She stated that under the current policy checks are sent back that are in the incorrect amount, most often when penalty is due but not included. She stated that if online payments were accepted in the future it would be more difficult to monitor whether they are the correct amount or not. Clerk-Treasurer Burroughs stated that tax payments can only be accepted in the correct amount under New York State Real Property Tax Law.

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

**Resolved**, that the clerk's office can accept partial payments for water/sewer bills. The motion was put to a vote as follows:

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

The motion was carried and the resolution duly adopted.

A motion was made by Trustee McCullouch, seconded by Trustee Lake to hold a special meeting on Monday February 13<sup>th</sup> at 6 p.m. for the purpose of discussing the 2017-2018 budget. The motion was carried.

Police Department Report: Police Chief Wood stated that the price he was quoted for the new computer for the police car is more than it was quoted last year. He stated that he would be approaching the Town of LeRay to ask for the money to cover the increase as they have already agreed to purchase the computer for the department.

The board reviewed an agreement from Charter Communications regarding cable franchise fees. The board felt that a fifteen year contract was too long and that they would prefer a ten year contract. Clerk-Treasurer Burroughs stated that she would find out if the term could be reduced.

Deputy Mayor Dishaw closed the public hearings at 7:13 p.m.

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

**Resolved**, that the Farm Animal local law be adopted as revised. The motion was put to a vote as follows:

Deputy Mayor Dishaw                      Yes

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

The motion was carried and the resolution duly adopted.

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

**Resolved**, that the board adopt the Storm Water Management and Erosion and Sediment Control Law and the Local Law to Prohibit Illicit discharges, Activities and Connections to Separate Storm Sewer System. The motion was put to a vote as follows:

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

The motion was carried and the resolution duly adopted.

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

**Resolved**, that the Village of Black River support a resolution for Jefferson County Soil and Water to apply for a tree inventory grant on behalf of the Jefferson County Stormwater Coalition. The motion was put to a vote as follows:

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

The motion was carried and the resolution duly adopted.

The board entered executive session at 7:22 p.m. to discuss current litigation. The board exited executive session at 7:24 p.m.

The board discussed sidewalk replacement. Superintendent Lillie stated that he plans on doing sidewalks on North Main Street this year because the last couple of years have been spent on the Rutland side of the village.

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

**Resolved**, that the following abstracts of vouchers be approved: interim abstract dated 1/19/17 in the amount of \$12,499.50 (General Fund: \$11,806.02 Water Fund: \$505.24 Trust & Agency: \$188.24) regular monthly abstract dated 2/7/17 in the amount of \$12,497.50 (General Fund: \$10,577.21 Water Fund: \$1,920.29). The motion was put to a vote as follows:

Deputy Mayor Dishaw	Yes
Trustee Decillis	Yes
Trustee Lake	Yes
Trustee McCullough	Yes



Village of Black River  
Board of Trustees  
Special Meeting  
February 13, 2017

DRAFT

Mayor Carpenter called the meeting to order at 6:00 p.m.

Present:

Mayor Leland Carpenter  
Trustee Randolph Lake  
Trustee Gary McCullouch  
Trustee Francis Dishaw  
Trustee Corey Decillis

The board discussed salaries and other expenditures for the 2017-2018 budget year.

The board decided to hold a meeting on Monday, February 27<sup>th</sup> at 6:00 p.m. to discuss budget requests from department heads and board members as well as any other business that may come before the board.

A motion was made by Trustee Dishaw, seconded by Trustee Lake to adjourn the meeting at 7:23 p.m. The motion was carried.

Respectfully submitted,

Kristin Burroughs  
Clerk-Treasurer

**Village of Black River**  
**Interoffice memo**

**To:** Planning Board  
**From:** Dave L.  
**Date:** February 7, 2017  
**RE:** Beams lot line adjustment

John and Board :

I received a call from Brad Beams the brother of Mr. Allan Beam regarding a lot line adjustment that your Board had granted. The lot line adjustment was between properties owned by Alan Beam and Mr. Jim Caldwell, it was for the trailer park on the corner of Huntington Street and West Remington Street.

Your board granted the lot line adjustment and Mr. Beam filed the map with Jefferson County Clerk's Office. The map was recorded with the Real property Office and shows up on the tax mapping the way that your board approved the line. However a deed was never recorded this according to Mr. Beam this is because the trailer park owner never paid him for the property. In the meantime Mr. Caldwell has passed away.

Mr. Beams wanted to know what your board is going to do about this problem. He stated he may or may not be at your next meeting. I told him that this is a civil issue and not that of your Board. I just wanted to let you know about this in case he shows up at your meeting.

CC: Mayor and Village Board of Trustees

**Black River/Evans Mills Police Department  
MONTHLY REPORT  
FEBRUARY 2017**

The time spent has resulted in the following statistics.

	<u>TOTAL</u>	<u>B/R</u>	<u>E/M</u>
Arrests -	1	0	1
Complaints -	16	6	10
Vehicles Stops -	30	12	18
Tickets Issued -	6	0	6
Accident Reports -	1	0	1
Parking Violations -	9	0	9
Motorists Assists -	0	0	0
Assists Other Agency -	3	1	2
Escorts -	1	1	0
Vehicles Towed -	4	0	4
Property Checks -	36	15	21
Incident Reports -	14	5	9
Domestic Reports -	0	0	0
Offense Reports -	1	0	1
Follow up Reports -	1	0	1
Crimes Reported -	0	0	0

**Days Worked Per Month: 17/28**

**Gas Used: 62 GALLONS**

**Hours Worked: 122.5 HOURS**

**Extra Details:**

**Miles Driven: 701 MILES**

**Police Chief: Steven C Wood #2701**



**Police Department**

**Village of Black River/Evans Mills N.Y.**

# UTT Report by Date

From 02/01/2017 to 02/28/2017

Date	Officer Name	Badge	Case Number	Section And Offense	Status	Location	Local Code
02/17/2017	O BRIEN D	03	C3216MX82W	1180D SPEED IN ZONE	7	S MAIN ST, E/M	17BR00107
02/15/2017	WOOD S	01	C3216MQFVJ	1110A DISOBEYED TRAFFIC CONTROL DEVICE	7	WILLOW ST E/M	BR170104
02/09/2017	WOOD S	01	C3216M3H3X	512 OPERATING WHILE REGISTRATION SUSP/REVOKED	7	N MAIN ST @ SCHELL AVE E/M	17BR00096
02/09/2017	WOOD S	01	C3216M3FDV	1180D SPEED IN ZONE	7	N MAIN ST @ SCHELL AVE E/M	17BR00096
02/04/2017	WOOD S	01	C3216LK3T8	306B UNINSPECTED MOTOR VEHICLE, JAN 17	7	LERAY ST @ HENRY ST E/M	17BR00086
02/03/2017	WOOD S	01	C3216LDXNS	1142A FLD TO YLD RT-OF-WAY @ STOP SIGN	7	US 11 @ STEINHILBER RD E/M	17BR00082

## Summary

Query returned 6 records.





**Department of  
Transportation**

**ANDREW M. CUOMO**  
Governor

**MATTHEW J. DRISCOLL**  
Commissioner

**STEVEN G. KOKKORIS, P.E.**  
Regional Director

February 15, 2017

Village of Black River  
107 Jefferson Place  
Black River, NY 13612  
Attn: Mr. Leland Carpenter  
Mayor

Dear Mr. Carpenter:

The New York State Department of Transportation is committed to assisting our Municipal partners in responding to emergencies that affect the transportation system. In the event that the local Highway System is impacted by an event, NYSDOT forces can normally only offer assistance when a Governor's Emergency Declaration has been made.

In the absence of a Governor's Emergency Declaration and/or suspension of Highway Law §55, NYSDOT forces can assist local Municipalities with issues on the local Highway System if a Shared Services Agreement has been entered into between the Municipality and New York State. By executing an Agreement beforehand, your needs on your Highway System can be addressed without having to wait for paperwork to be processed or an Emergency Declaration to be enacted.

You currently have an Emergency Shared Service Agreement which either expires, or has expired on 1/19/2017.

At this time, we are inviting you to renew said agreement. A new blank Agreement is attached. Please sign and date the Agreement at the bottom, and also check whether you prefer a 2 or 4 year Agreement.

Please return the signed Agreement to me at the following address:

Dennis P. Pawlicki, P.E.  
New York State Department of Transportation  
9th Floor Dulles State Office Bldg.  
317 Washington Street  
Watertown, New York 13601

A signed copy will be returned for your records.

If you have any questions on this matter, you can contact me at:

Phone: (315) 785-2316

Email: [dennis.pawlicki@dot.ny.gov](mailto:dennis.pawlicki@dot.ny.gov)

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Pawlicki". The signature is written in a cursive style with a large initial "D".

Dennis Pawlicki, P.E.  
Asst. Regional Director of Operations

DPP:dpp

Enclosure: Shared Service Agreement

**SHARED SERVICES AGREEMENT**  
**Between**  
**NYSDOT and the Village of Black River**

THIS AGREEMENT, dated \_\_\_\_\_, 201\_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Village of Black River, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.
5. The term of this Agreement shall be for two (2)  or four (4)  years from \_\_\_\_\_ to \_\_\_\_\_. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT Region 07

MUNICIPALITY

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

Resident Engineer Jefferson County Title: \_\_\_\_\_

NYSDOT – Region 07

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

Regional Director of Operations

**SCHEDULE A**

NYSDOT

Description of  services,  materials, or  equipment (Check All that apply) to be shared:

*Emergency Services for Undeclared Emergencies to be Determined*

Estimated Cost/Value of  services,  materials, or  equipment (Check All that apply):

*To Be Determined*

Total NYSDOT Cost/Value: \_\_\_\_\_

MUNICIPALITY

Description of  services,  materials, or  equipment (Check All that apply) to be shared:

*To be Determined*

Estimated Cost/Value of  services,  materials, or  equipment (Check All that apply):

*To Be Determined*

Total MUNICIPALITY Cost/Value: \_\_\_\_\_

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February 24, 2017

The Village of Black River  
Attn: Village Board of Trustees  
107 Jefferson Place  
Black River, NY 13612

Dear Village Board of Trustees,

I, Christopher M. Mueller, would like to submit my name as a possible candidate for the Zoning Board of Appeals alternate member. I have a desire to contribute and become more involved in my village and community. Even though I have never run for a village position before, I did recently retire from the U.S. Army after 22 years of faithful service, where I had many levels of leadership and responsibilities during my service. I believe that I know and understand the responsibilities of being a leader and a representative are, due to my previous experiences. I feel that this would be a good entry level position so that I can gain experience within my community, provide leadership and visibility, and create partnerships with elected officials and other members within Black River. If selected I plan to learn from my peers and provide guidance and leadership when and where needed.

I do request that if this letter of intent is to be placed in future agenda/minutes for public access that my personal information located at the top be blocked/blacked out to help conserve a small sense of personal privacy.

Thank you,

v/r



Christopher M. Mueller

January 18, 2017

Add new definition --- **TEMPORARY CONSTRUCTION DEBRIS CONTAINERS** are defined as "Container boxes or dumpsters used to store construction debris."

Add new definition --- **TEMPORARY STORAGE UNITS** are defined as "Transportable units designed and used for the temporary storage of personal property."

Change definition --- **ACCESSORY STRUCTURES** are defined as "A subordinate structure located on the same lot as the main structure occupied by or devoted to an accessory use. Accessory structures shall not include temporary construction debris containers or temporary storage units. "

Section 175-62. **Temporary zoning permits.**

- A. **Temporary uses and structures incidental to a construction project.** Temporary zoning permits may be issued upon approval of the Planning Board for temporary uses and structures incidental to a construction project. Such permit shall not exceed 12 months and may be renewed upon approval of the Planning Board. Such temporary permits shall be conditioned upon agreement by the applicant to remove any nonconforming structures or equipment upon expiration of the permit or to bring the use into compliance by a specified time.
- B. **Temporary construction debris containers.** Temporary zoning permits may be issued by the Enforcement Officer for temporary construction debris containers subject to the following standards:
1. In no case shall containers be located closer than two feet to a side or rear lot line or 10 feet to the edge of the street pavement.
  2. Containers shall be allowed on a lot for a maximum period of six months. One extension of 90 days may be granted.
  3. Containers may not be placed on a lot within six months of the expiration of a permit for a container previously placed on the same lot.
- C. **Temporary storage units.** Temporary zoning permits may be issued by the Enforcement Officer for temporary storage units subject to the following standards:
1. There shall be no more than one storage unit permitted per lot.
  2. The maximum size of any temporary storage unit shall not exceed eight feet in width, eight feet in height, and 22 feet in length.

January 18, 2017

3. In no case shall a unit be located closer than two feet to a side or rear lot line or 10 feet to the edge of the street pavement.
4. A unit must be maintained in a neat and orderly fashion.
5. A unit shall be allowed on a lot for a maximum period of 6 months. One extension of 90 days may be granted at the discretion of the Code Enforcement Officer, based on an assessment of the individual situation.
6. A unit may not be placed on a lot within 12 months of the expiration of a permit for a unit previously placed on the same lot belonging to the same owner of record.
7. Failure to remove a temporary storage unit upon expiration of a permit or an unauthorized placement may result in the Village of Black River removing the offending unit, with costs of removal to be paid by the property owner. The Village shall charge for such work the actual costs for such service including time and labor and reasonable charges paid to a removal service, which shall be collected, together with interest and penalties thereon, in the same manner as any other taxes provided in the Village.