

Board of Trustees
Village of Black River, New York



Agenda

Regular Meeting

November 6, 2017

- Call to order.
- Pledge of Allegiance.
- Approval of minutes of the 10/2/17 regular and 10/23/17 special meetings.
- Public Comment.
- Code Enforcement Report & review of related correspondence.
- Superintendent's Report.
- Clerk-Treasurer's Report.
- Police Department Report.

Correspondence Received:

- | | |
|---|----------------------------------|
| A) Jefferson County Stormwater | Re: Intermunicipal Agreement |
| B) Joseph Russell | Re: Legal services proposal |
| C) Development Authority of North Country | Re: Division Manager |
| D) Planning Board | Re: Temporary Storage Containers |
| E) Michael Zecher | Re: Resignation |

Correspondence Sent:

New Business:

- | | |
|---------------------------------|----------------------|
| A) Carla Fowler | Re: Restore NY grant |
| B) Dangerous Tree - S. Main St. | |
| C) Robert Ball resignation. | |
| D) Property Tax Relevy | |

Unfinished Business:

- A) Update on land purchase – Subdivision fee
- Reports from Standing Committees.
- Reports from Special Meetings.
- Authorize payment of bills; adjournment.

Mayor Carpenter called the regular meeting to order and led the Pledge of Allegiance at 6 p.m. He asked everyone to observe a moment of silence for the victims of the mass shooting in Las Vegas.

Present:

Mayor Leland Carpenter
Trustee Randolph Lake
Trustee Francis Dishaw
Trustee Gary McCullough
Trustee Corey Decillis
Superintendent of Public Works Steven Lillie
Clerk-Treasurer Kristin Williams
Police Chief Steven Wood

A motion was made by Trustee Decillis, seconded by Trustee Dishaw to approve the minutes of the 9/11/17 regular meeting. The motion was carried.

Public Comment: Betsy Hennessey was present to discuss a Restore NY grant program. She stated that the intent to apply has to be filed by the village by October 13, 2017. She stated that there is a \$500 application fee that she will pay and if the grant is awarded the project must be completed within two years.

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

Resolved, that Mayor Carpenter is hereby authorized to sign the intent to apply for the Restore NY grant. The motion was put to a vote as follows:

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

The motion was carried and the resolution duly adopted.

Code Enforcement Report: The board reviewed a letter from Robert Ball regarding his resignation as Code Enforcement Officer stating that he would stay until December 4, 2017 if needed.

Superintendent's Report: Superintendent Lillie stated that public works has installed three hydrants, cleaned catch basins, cleaned the spring houses and fixed the siding on the municipal building. Mayor Carpenter stated that he would like to send a letter to residents regarding the new sidewalks that have been installed.

Clerk-Treasurer's Report: Clerk-Treasurer Williams stated that water bills had been mailed and that the annual financial report had been filed. She stated that paychecks are now being issued via direct deposit for employees and that she would eventually like to include the quarterly payroll as well.

Police Report: Police Chief Wood stated that he has revised the format of his written report.

Unfinished Business: The board discussed the three properties that were appraised. Superintendent Lillie stated that the seller of the 6.9-acre parcel would like to sell 5.43 acres instead and that the purchase price would be \$3,600.00. He stated that the owner of the

32.6-acre parcel did not want to sell only a portion of the property and that the full parcel would be \$29,300.

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

Resolved, that the properties be surveyed to determine the correct boundaries. The motion was put to a vote as follows:

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

The motion was carried and the resolution duly adopted.

Mayor Carpenter stated that he attended the planning board meeting and that they will be omitting the sentence regarding campers from the proposed storage container law. He stated that he spoke with Carthage Central School regarding the increase in charges for bus trips. He stated that he was told that the increase was due to the lack of an increase for several years.

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

Resolved, that the following abstract of vouchers be approved: interim abstract dated 9/14/17 in the amount of \$16,600.11 (General Fund: \$6,065.93 Sewer Fund: \$9,392.45 Trust & Agency: \$141.73) interim abstract dated 9/28/17 in the amount of \$617.93 (General Fund: \$430.86 Water Fund: \$50.46 Trust & Agency: \$136.61) and regular monthly abstract dated 10/2/17 in the amount of \$8,866.28 (General Fund: \$7,062.38 Water Fund: \$1,803.90). The motion was put to a vote as follows:

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

The motion was carried and the resolution duly adopted.

A motion was made by Trustee Decillis, seconded by Trustee McCullough to adjourn the meeting at 8:35 p.m. The motion was carried.

Respectfully submitted,

Kristin Williams
Clerk-Treasurer

Village of Black River
Board of Trustees
Special Meeting
October 23, 2017

DRAFT

Mayor Carpenter called the special meeting to order at 5:00 p.m.

Present:

Mayor Leland Carpenter
Trustee Francis Dishaw
Trustee Randolph Lake
Trustee Gary McCullough
Trustee Corey Decillis
Superintendent Steven Lillie
Clerk-Treasurer Kristin Williams

The board discussed the fact that the October 16, 2017 deadline given in a judgement by the Supreme Court of New York to the property owners of 119 N. Main St. to remedy violations had not been met. The board discussed the following:

1. As per the procurement policy of the village, 2 written proposals will be obtained. One for the mowing of the lawn and cleanup of the yard and the other for removal of the porch.
2. Superintendent Lillie to obtain proposals.
3. Pictures will be taken before, during and after the work.
4. A camcorder and sd card will be purchased to record the cleanup progress.
5. The contractor should be made aware that he will need to test a shingle for asbestos and proceed as necessary.
6. Contractor must repair any damage to yard created by machinery.
7. Property owner will be notified by mail and by hand delivered letter of scheduled work date(s). Letters to be signed by Deputy Mayor.

A motion was made by Trustee McCullough, seconded by Trustee Decillis to adjourn the meeting at 6:40 p.m. The motion was carried.

Respectfully submitted,

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, 2018 and terminate on December 31, 2022, 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, 2018 shall be \$1,500 per Coalition Member.



Joseph W. Russell, Esq.
jrussell@menterlaw.com

October 9, 2017

Hon. Leland Carpenter, Mayor
Village of Black River
107 Jefferson Place
Black River, New York 13612

Re: Legal Services Proposal

Dear Mayor Carpenter:

With Mark Gebo's pending retirement I assume that your Village will be looking to retain replacement counsel. Therefore I would like to that this opportunity to outline this Firm's qualifications, and to provide this proposal to provide legal services to the Village of Black River.

Menter, Rudin & Trivelpiece, P. C. ("Menter") currently serves as general counsel for several municipalities within Jefferson, Lewis and St. Lawrence Counties. In addition, we serve as special counsel to Jefferson County in several areas of specialized need, and as special counsel to several local municipalities in the Central New York region with regard to matters of litigation, land use, wind energy and environmental.

The firm is currently comprised of 14 attorneys with diverse practice areas which enables Menter to offer the necessary expertise and depth to represent the Village of Black River in most, if not all issues that may arise. There are currently two resident attorneys in our Watertown office including the undersigned and Addison F. Vars III. The attorneys in our Syracuse office specialize in various areas of the law including, among others, environmental, construction, labor, assessment challenges, litigation, appellate practice, commercial transactions and bankruptcy. The firm has a policy of not charging for attorneys to travel between our Syracuse and Watertown offices so that the specialty attorneys in Syracuse are available to assist in our representation of the Village as if they were resident attorneys in our Watertown office. This arrangement will provide your Village with strong legal counsel and seamless access to the resources of a substantial Syracuse firm.

Suite 200 • 308 Maltbie Street • Syracuse, New York 13204-1439
Phone (315) 474-7541 • Fax (315) 474-4040

Suite 500 • 120 Washington Street • Watertown, New York 13601-3330
Phone (315) 786-7950 • Fax (315) 786-7852

October 9, 2017
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The undersigned serves as chairman of our Firm's Municipal Law Practice Group, and if selected, I will serve as the primary contact for legal services for the Village of Black River. We are available to assist with questions which Village officials may have on a daily basis and we will provide responses to all issues in a timely manner. Except in a case involving a complicated issue we can usually provide a response within 2 to 3 business days, if not on the same day the question arises. Since I have been practicing municipal law for over 30 years I may have an immediate answer for many questions which arise, or in the alternative, the ability to find an answer within a very short period of time.

If selected to provide legal services to the Village of Black River our fees will be based on our special blended municipal rate of \$200 per hour for attorney time, and our municipal paralegal rate of \$85 per hour. These rates are well below the hourly rates for attorneys and paralegals within this Firm but are offered as an accommodation to our municipal clients for which we serve as general counsel. In addition to billing for attorney time we will also bill the Village for expenses incurred by the Firm during the course of our representation which may include mileage, and travel between our Watertown office and the Village municipal office where personal attendance is required for meetings or other matters.

We provide billings for all legal services and expenses on a monthly basis at our quoted rate. We will work with municipal officials to remit invoices and vouchers within your established deadlines in order to have the bill audited and submitted for approval at the monthly Village Board meeting. We review our fee arrangements on an annual basis and propose adjustments as necessary or appropriate. However, the rates quoted in this correspondence are valid through December 31, 2018.

I would be pleased to answer any questions which you or any members of the Village Board may have concerning this proposal, our qualifications, or any other matters for which you may have questions. If the Board would like to meet with me to discuss our proposal I would be pleased to do so at your convenience.

Very truly yours,

MENTER, RUDIN & TRIVELPIECE, P.C.


Joseph W. Russell

JWR/rdr



Development Authority of the North Country

Dulles State Office Building
Watertown, New York 13601

Gary Turck
Chairman of Board

James W. Wright
Executive Director

October 11, 2017

Mayor Lee Carpenter
Village of Black River
107 Jefferson Place
Black River, New York 13612

Dear Mayor Carpenter,

Lee

I would like to take this opportunity to inform you that the Authority's Water Quality Division has a new Division Manager, Brian Nutting.

Brian has been with the Authority as Water Quality Supervisor for over three years. He was previously with the City of Watertown and the Village of Dexter in water quality capacities. I am very pleased to announce Brian's promotion.

Brian's predecessor, Patti Pastella, has been promoted to the Authority's Materials Management Division as its new Division Manager. Over the course of the next month, Patti will be transitioning Brian and introducing him at your regular meetings.

I am very pleased with the caliber of the Authority's personnel and confident in their ability to serve your communities.

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,

James W. Wright
Executive Director

Village of Black River Planning Board

To: Leland Carpenter, Mayor
Village Board of Trustees

CC: Planning Board Members
Kristin Williams, Clerk-Treasurer
Connie Wonderly, Deputy Clerk-Treasurer
Mark Wonderly, ZBA Chairman

From: John Cook, Chairman

Date: October 23, 2017

Re: Village Code Changes – Temporary Storage Containers

At the conclusion of the recent public hearing for the subject proposed code changes the Village Planning Board, the Village Board requested that three items be reviewed by the Planning Board that were topics of discussion at the public hearing.

The first item was in regard to the definition of temporary storage containers. As was discussed earlier this year, the Planning Board is generally of the opinion that less specific code definitions are preferable. In the case of temporary storage containers, we found that there are simply too many variables and situations to encompass. The Planning Board recommends that the original definition be utilized which states:

“**TEMPORARY STORAGE UNITS** are defined as “Transportable units designed and used for the temporary storage of personal property.”

The second item involved the maximum size dimension for a temporary storage unit. The Planning Board recommends that this remain as stated. Our research indicated that the majority of commercially available storage units fit within these dimensions. It was felt that any other method of defining the size would result in numerous negative outcomes, to include vendors who could not meet the definition with the units they supplied and residents not being able to obtain a storage unit at a reasonable price.

The last item involved the duration a temporary storage unit could be present on a parcel. The Planning Board tried to balance the needs of the individual along with enough “disincentive” to not allow temporary storage units to become a permanent

October 24, 2017

fixture on a parcel within the Village. That is how we arrived at a 12 month moratorium on the issuance of an additional permit, unless the owner of record for the parcel changed. After a great deal of discussion the Planning Board agreed that this seemed to be the only reasonable means to provide for temporary storage units to truly remain temporary. For these reasons the Planning Board recommends that the 12 month moratorium after the exhaustion of the temporary permit for the container remain in the final version of the code change, regardless of the time period selected for the life of the permit and any extensions.

If there is anything further the planning board can do to assist with establishing these code changes, please let me know. Thank you.

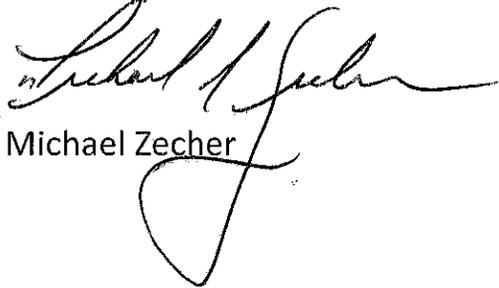
The Honorable Leland Carpenter
Mayor, Village of Black River
Karl J Vebber Municipal Building
107 Jefferson Place
Black River, NY 13612

Dear Mayor Leland Carpenter,

Please accept this letter of notice of my resignation from my position on the Zoning Board of Appeals at the end of November. I am relocating out of the village and no longer will be eligible for this position on the Zoning Board of Appeals.

It has been a great pleasure working with you and your staff over my time on the ZBA. I have enjoyed my time on the ZBA and I hope I have contributed to making the Village of Black River a great place to live and raise a family.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Zecher". The signature is fluid and cursive, with a large loop at the end of the last name.

Michael Zecher

9129 Kyser Beach Road, Canastota, NY 13032

P.O. Box 516, Black River, NY 13612