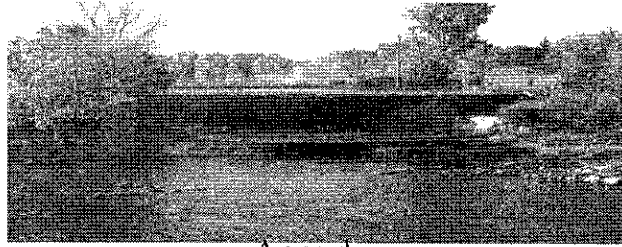


Board of Trustees
Village of Black River, New York



Agenda

Regular Meeting

September 12, 2022

- Call to order.
- Pledge of Allegiance.
- Approval of minutes of the 8/1/22 regular meeting
- Public Comment.
- Police Department Report.
- Code Enforcement Report & review of related correspondence.
- Clerk-Treasurer's Report.
- Superintendent's Report.

Correspondence Received:

- | | |
|--------------------------------|--------------------|
| A) Route 3 Sewer Board | Re: August minutes |
| B) Sally Ploof Hunter Library | Re: Contract |
| C) St. John's Episcopal Church | Re: Water leak |
| D) Black River Fire Dept. | Re: Membership |

Correspondence Sent:

New Business:

- A) Annual Stormwater Report
- B) Set public hearing for residency requirement for Clerk-Treasurer position
- C) Discuss PFAS cost recovery
- D) Discuss building cameras and municipal building door

Unfinished Business:

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

Village of Black River
Board of Trustees
Regular Meeting
August 1, 2022

DRAFT

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

Present:

Mayor Frank Dishaw
Trustee Gary McCullough
Trustee Randy Lake
Trustee Bonnie Proven
Superintendent Les Williams
Clerk-Treasurer Kristin Williams
Police Chief Steve Wood

Excused:

Trustee Corey Decillis

A motion was made by Trustee Proven, seconded by Trustee Lake to approve the minutes of the 7/5/22 regular meeting. The motion was carried.

Public Comment: None

Police Department Report: The board reviewed the written report. Police Chief Wood stated that he has been allocated another \$1000 for the Stop DWI campaign.

Clerk Treasurer's Report: Clerk-Treasurer Williams stated that the new cameras have been installed in the municipal building. She stated that sales tax revenue is down \$5,500 from last year at this time but still higher than previous years. She stated that she had posted the insurance payment to an incorrect account and presented a budget amendment request.

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

Resolved, that Clerk-Treasurer Williams be authorized to transfer \$32,444.26 from A1910.4 (Insurance) to A1920.4 (Municipal Association). The motion was put to a vote as follows:

Mayor Dishaw	Yes
Trustee McCullough	Yes
Trustee Proven	Yes
Trustee Lake	Yes
Trustee Decillis	Absent.

The motion was carried and the resolution duly adopted.

Clerk-Treasurer Williams stated that she plans to retire in May of 2024 and suggested that the board consider adopting a local law which allows the village to hire someone who resides anywhere within Jefferson County for the Clerk-Treasurer position. Currently the position must be held by a village resident. The board agreed, Clerk-Treasurer Williams stated she would have the draft local law for the September meeting.

Superintendent's Report: Superintendent Williams stated that 50 water meters have been programmed and are ready to be installed. He stated that the excavator has been ordered and that it will take about six months to arrive. He stated that all four DPW employees will be attending a water school in Alexandria Bay this month, the tank inspection is possibly this week, there is some required DOH water testing this month and he received a template for the required lead and copper testing.

Correspondence Received: The board reviewed a letter regarding the ARPA funds and a letter from Jefferson County Planning regarding solar decommissioning. The board agreed to ask the village planning board to make sure that the village code addresses the issue.

Village Board
August 1, 2022
Page -2-

A motion was made by Trustee McCullough, seconded by Trustee Lake to enter into executive session at 6:40 p.m. to discuss the employment history of a particular person. The motion was carried.

A motion was made by Trustee Proven, seconded by Mayor Dishaw to exit executive session at 6:50 p.m. The motion was carried.

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

Resolved, that the following abstracts of audited vouchers be approved: interim abstract dated 7/15/22 in the amount of \$8,421.92 (General Fund: \$8,063.92 Water Fund: \$358.00) and regular monthly abstract dated 8/2/22 in the amount of \$69,811.47 (General Fund: \$56,465.82 Water Fund: \$12,189.65 Sewer Fund: \$1,156.00). The motion was put to a vote as follows:

Mayor Dishaw	Yes
Trustee McCullough	Yes
Trustee Proven	Yes
Trustee Lake	Yes
Trustee Decillis	Absent.

The motion was carried and the resolution duly adopted.

A motion was made by Trustee Lake, seconded by Trustee Proven to adjourn the meeting at 7:05 p.m. The motion was carried.

Respectfully submitted,

Kristin Williams
Clerk-Treasurer

BLACK RIVER/EVANS MILLS POLICE DEPARTMENT
MONTHLY REPORT
August-22

	B/R	E/M	TOTAL	Jul-22	Jun-22
ARRESTS -	2	2	4	1	2
COMPLAINTS -	20	11	31	20	40
VEHICLE STOPS -	16	22	38	18	30
TICKETS ISSUED -	6	18	24	3	8
ACCIDENT REPORTS -	0	1	1	0	0
PARKING VIOLATIONS -	0	0	0	0	0
MOTORIST ASSISTS -	0	0	0	0	0
ASSIST OTHER AGENCY -	6	4	10	4	7
ESCORTS -	1	0	1	0	2
VEHICLES TOWED -	0	0	0	0	0
PROPERTY CHECKS -	0	0	0	0	10
INCIDENT REPORTS -	7	5	12	13	17
DOMESTIC REPORTS -	0	0	0	0	0
OFFENSE REPORTS -	4	2	6	3	3
FOLLOW UP REPORTS -	4	3	7	4	4
CRIMES REPORTED -	2	0	2	2	1

DAYS WORKED PER MONTH - 17/31 DAYS

HOURS WORKED - 108 HOURS

MILES DRIVEN - 347 MILES

EXTRA DETAILS - Stop DWI 8/19, 8/21, 8/26. NYS Bi-Annual training, NCIC training

SC WOOD #2701

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

UTT Report by Date

From 8/1/2022 to 8/31/2022

Date	Officer Name	Badge	Case Number	Section And Offense	Status	Location	Local Code
08/31/2022	WOOD S	01	0321FTJHWZ	1180D SPEED IN ZONE	7	N MAIN ST AT SCHELL AVE	22BR00362
08/31/2022	WOOD S	01	0321FTJFLF	6001A LEAVING/SCENE PROPERTY DAMAGE ACC.	7	8785 N MAIN ST	22BR00360
08/31/2022	WOOD S	01	0321FTJF5N	1120A FAILED TO KEEP RIGHT	7	8785 N MAIN ST	22BR00360
08/31/2022	WOOD S	01	0321FTJJ8G	5091 UNLICENSED OPERATOR	7	N MAIN ST AT SCHELL AVE	22BR00362
08/26/2022	WOOD S	01	0321FT0X2K	4011A UNREGISTERED MOTOR VEHICLE	7	S MAIN ST EM	22BR00356
08/26/2022	WOOD S	01	0321FT0VBJ	37535C UNSAFE TIRE	7	S MAIN ST EM	22BR00355
08/26/2022	WOOD S	01	0321FT0C9F	1110A DISOBEYED TRAFFIC CONTROL DEVICE	7	S MAIN ST NEAR DORR FARM	22BR00352
08/25/2022	WOOD S	01	0321FSVGBF	1110A DISOBEYED TRAFFIC CONTROL DEVICE	7	LERAY ST EM	22BR00347
08/21/2022	WOOD S	01	0321FSGN3S	5111A AGGRAVATED UNLIC OP 3RD (MISD)	7	8442 S MAIN ST EM	22BR00343
08/21/2022	WOOD S	01	0321FSGM26	37540B INADEQUATE OR NO STOP LAMPS	7	8442 S MAIN ST EM	22BR00343
08/21/2022	WOOD S	01	0321FSGMMZ	1180D SPEED IN ZONE	7	8442 S MAIN ST EM	22BR00343
08/19/2022	WOOD S	01	0321FS8MZC	3752A1 NO/INADEQUATE LIGHTS	7	SR 3 BR	22BR00341
08/19/2022	WOOD S	01	0321FS8FNP	37540B INADEQUATE OR NO STOP LAMPS	7	SR 3 @ S MAIN ST BR	22BR00339
08/19/2022	WOOD S	01	0321FS859W	37540B INADEQUATE OR NO STOP LAMPS	7	LERAY ST @ HENRY ST	22BR00335
08/08/2022	WOOD S	01	0321FR2L8D	1180D SPEED IN ZONE	7	S MAIN ST BR	22BR00325
08/08/2022	WOOD S	01	0321FR2LJL	512 OPERATING WHILE REGISTRATION SUSP/REVOKED	7	S MAIN ST BR	22BR00325
08/08/2022	WOOD S	01	0321FR2LZW	5111A AGGRAVATED UNLIC OP 3RD (MISD)	7	S MAIN ST BR	22BR00325
08/04/2022	WOOD S	01	0321FQM09B	5112A4 AGGRAVATED UNLICENSED OPERATION - 2ND DEG	7	CEMETRY ST EM	22BR00319
08/04/2022	WOOD S	01	0321FQLZPJ	5111A AGGRAVATED UNLIC OP 3RD (MISD)	7	CEMETRY ST EM	22BR00319
08/04/2022	WOOD S	01	0321FQLZ44	3191U OPERATING WITHOUT INSURANCE	7	CEMETRY ST EM	22BR00319
08/04/2022	WOOD S	01	0321FQLXSN	4011A UNREGISTERED MOTOR VEHICLE	7	CEMETRY ST EM	22BR00319
08/04/2022	WOOD S	01	0321FQLW5R	4024 IMPROPER PLATES	7	CEMETRY ST EM	22BR00319
08/04/2022	WOOD S	01	0321FQLSH0	306B UNINSPECTED MOTOR VEHICLE	7	CEMETRY ST EM	22BR00319
08/01/2022	WOOD S	01	0321FQBHWR	37540B INADEQUATE OR NO STOP LAMPS	7	WILLOW ST EM	22BR00311

Summary

Query returned 24 records.

BLACK RIVER POLICE DEPT

Incidents Reported From 08/01/2022 00:01 hrs. to 08/31/2022 23:59 hrs.

Page 1 of 1

Print Date: 09/07/2022

Print Time: 17:49:57

Selection Criteria

ORI: BLACK RIVER POLICE DEPT

Date From: 08/01/2022 00:01

Date To: 08/31/2022 23:59

Sorted By: Incident Number

Incident Number	Incident Type	Status	Div/Pct	Reported	Wkday	Case #	Occurred On	Occurred To	Location Type	Reporting Officer
159	Mental Health Incidents	ARREST - ADULT	BR	08/03/2022	Wed	22BR00318	08/03/2022 21:28	08/03/2022 22:21	SINGLE FAMILY HOME	CHIEF WOOD, STEVEN #2701
160	Dmv Suspension Or Revocati	ARREST - ADULT	EM	08/04/2022	Thu	22BR00319	08/04/2022 08:36	08/04/2022 08:36	STREET	CHIEF WOOD, STEVEN #2701
161	Dmv Suspension Or Revocati	ARREST - ADULT	BR	08/08/2022	Mon	22BR00325	08/08/2022 16:18	08/08/2022 16:18	STREET	CHIEF WOOD, STEVEN #2701
162	Trespass	CLOSED BY INVES	BR	08/10/2022	Wed	22BR00327	08/10/2022 13:00	08/10/2022 13:15	PARK/PLAYGROUND	CHIEF WOOD, STEVEN #2701
163	Private Property	CLOSED BY INVES	BR	08/10/2022	Wed	22BR00328	07/01/2022 12:00	08/01/2022 18:21	YARD	CHIEF WOOD, STEVEN #2701
164	Fire	CLOSED BY INVES	BR	08/11/2022	Thu	22BR00329	08/11/2022 09:25	08/11/2022 09:28	SINGLE FAMILY HOME	CHIEF WOOD, STEVEN #2701
165	Dmv Suspension Or Revocati	ARREST - ADULT	EM	08/21/2022	Sun	22BR00343	08/21/2022 19:49	08/21/2022 19:49	STREET	CHIEF WOOD, STEVEN #2701
166	Hit And Run	CLOSED BY INVES	EM	08/31/2022	Wed	22BR00360	08/31/2022 17:10	08/31/2022 17:15	SINGLE FAMILY HOME	CHIEF WOOD, STEVEN #2701

TO: NYS ROUTE 3 CORRIDOR SEWER BOARD

FROM: Christina Vargulick, Secretary

DATE: August 9, 2022

RE: Minutes of August 8, 2022 meeting

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

Others: E. Belt, B. Nutting, and C. Vargulick

The NYS Route 3 Corridor Sewer/Development Board met at the V/Black River Municipal Building on Monday, August 8, 2022. G. Eddy called the meeting to order at 4:30pm.

The Board reviewed the minutes for June 13, 2022. Motion by R. Taylor, seconded by B. Peck to approve the minutes. Ayes-5, Nays-0. Motion carried.

Operating Report

The period summary for June, 2022 was distributed to the Board. The sewer flow was 6.4MG. Sixty-two percent (62%) of the total budgeted revenues were received. Expenses year-to-date were fifty-three percent (53%) of the total budgeted. Net cash of \$170,177.19 remained at the end of the period. The reserve account balance was \$153,659.54. B. Peck questioned the replacement of a radio at GBPS #3. B. Nutting reported that it was replaced due to normal wear.

The period summary for July, 2022 was distributed to the Board. The sewer flow was 6.4MG. Sixty-five percent (65%) of the total budgeted revenues were received. Expenses year-to-date were fifty-seven percent (57%) of the total budgeted. Net cash of \$55,721.54 remained at the end of the period. The reserve account balance was \$153,806.07.

Agreed Upon Procedures

A representative from Drescher & Malecki, LLP reported on the 2021 AUP stating that no exceptions were noted in any of the procedures. Motion by B. Peck, seconded by S. Allen to accept the report as presented.

Budget

B. Nutting reviewed the tentative 2023 budget as previously discussed by the Board including a small increase in the variable rate. C. Vargulick noted that the proposed rate was not divisible for quarterly charges. The Board agreed to

change the variable rate to \$248 annually/\$62 quarterly. The fixed rate will remain at \$289/EDU.

Motion by S. Allen, seconded by F. Dishaw to schedule a public hearing on the 2023 preliminary budget on September 12, 2022 at 4:30pm at the V/Black River Municipal Building. Ayes-5, Nays-0. Motion carried.

Motion by S. Allen, seconded by F. Dishaw to adjourn. The meeting adjourned at 4:44pm.

The next scheduled meeting of the NYS Route 3 Sewer/Development Board will be held on Monday, September 12, 2022 at 4:30pm at the V/Black River Municipal Building.

Christina Vargulick

Christina Vargulick, Secretary
NYS Route 3 Sewer Board of Commissioners

To: Mayor, Village Trustees
From: MaryLouise Hunt, Director
Sally Ploof Hunter Memorial Library
Re: Funding
Date: August 10, 2022

Thank you for your note regarding that the funding for our library will not be available for 2023. We appreciate the heads up notice. In speaking to our representative from North Country Library System about funding, we informed them of your decision to stop funding based on the actions of the Town of LeRay. When I researched the Town of LeRay's reasoning for not continuing to fund us, I realized that it was not based on law. The decision was based on the opinion of their members. Laws were quoted that told of our rights to get on the ballot, but no law was cited that it was illegal. NCLS spoke to their representative for New York State Library Development. She advised that we see Education Law 256 for a description of contracts that municipalities may make with free association libraries: <https://www.nysenate.gov/legislation/laws/EDN/256>. We are indeed a free association library chartered by New York State Education Department.

We feel that we have always had a mutually beneficial relationship with the Village of Black River and in no way do we wish to jeopardize it. We will abide by your decision if in fact it is based on your opinions as a board and not on the misunderstanding of the laws. However, we would like you to reconsider the plowing and mowing of our property. These services are not illegal and without them the library will have to find a service provider. The cost of this will definitely affect our budget and in turn what we can spend on our services for the community.

I will be happy to come to a board meeting to explain the services that we provide to the community of Black River.

Just a side note – The Village of Black River began funding the library in 1915 with a contribution of \$50.00. I was able to find this information because, as you know we house the artifacts and historical documents here at our Library.

SECTION 256

Contracts

Education (EDN) CHAPTER 16, TITLE 1, ARTICLE 5, PART 2

§ 256. Contracts. 1. Any authority named in section two hundred fifty-five may, individually or jointly with another municipal or district body or tribal government, grant money for the support of the cost of maintaining or the cost of any capital improvements to or expenditure for one or more: free association libraries, provided such libraries are registered by the regents; public libraries, provided such libraries are registered by the regents; and cooperative library systems approved by the commissioner; or may, individually or jointly with another municipal or district body or tribal government, contract with the trustees of a free association library registered by the regents, or with any municipal or district body having control of such a library, or with the trustees of the cooperative library system, or with the trustees of a public library registered by the regents to furnish library services to the people of the municipality, district or reservation for whose benefit the contract is made, under such terms and conditions as may be stated in such contract. The amount agreed to be paid for such services under such contract shall be a charge upon the municipal or district bodies or tribal government which agree to make the payment and shall be paid directly to the treasurer of the free association library, public library or of the cooperative library system.

2. When the municipality agreeing to make the payment or grant is a town in which there are one or more incorporated villages, which village or villages jointly with such town contract with the trustees of a cooperative library system, a free association library or with another municipal district or body having control of a public library whether or not such district or body is an incorporated village in such town, the amount appropriated by the town board in such town shall be a charge upon the taxable property of that part of the town outside of any such incorporated village.

By majority vote at any election or at a meeting of the electors, duly held, any municipality or district or by three-fourths vote of its council any city, or any library or any designated branch thereof if so authorized by such vote of a municipality, district or council, or any combination of such voting bodies, may accept gifts, grants, devises or bequests for library purposes or for kindred affiliated educational, social and civic agencies on condition that a specified annual appropriation shall thereafter be made for the maintenance of a library or branches thereof, or of such kindred affiliated agencies, by the municipality or district or combination so authorizing such acceptance, or upon such other conditions as may be stipulated in the terms of the gift. Such acceptance when approved by the regents of the university under seal and recorded in its book of charters shall be a binding contract, and such municipality or district shall levy and collect yearly in the manner prescribed for other taxes the amount stipulated and shall maintain any so accepted gift, grant, devise or bequest intact and make good any impairment thereof, and shall comply with all other conditions set forth in the stated terms of the gift.

September 1, 2022

Village Board of Black River
107 Jefferson Place
Black River, NY 13612

RE: St. John's Episcopal Church
143 W Remington St
Black River, NY 13612

Dear Village Board:

On Saturday, August ,2022, we were informed that there was a water leak from the downstairs bathroom toilets that resulted in approximately 3 inches or more of water flooding the entire area where the Black River Pre-School used to meet and AA still holds weekly meetings. Attached are photos taken of the mishap. Some of our Parishioners spent over 6 hours cleaning up the area.

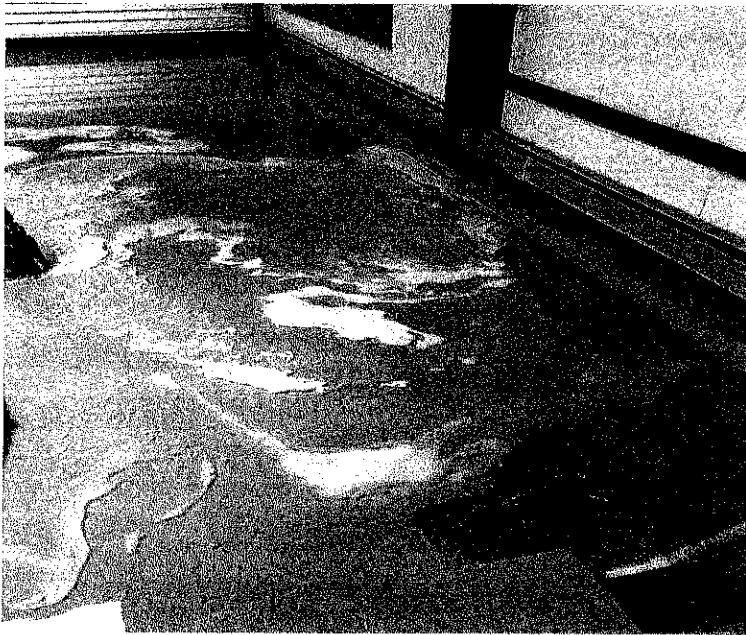
We believe that due to this problem and the length of time before it was found, that our next water bill may be extensive as a result. We are a non-profit organization that tries to assist our Village with events and offerings such as: our blessing box, our vegetable garden, providing space for weekly AA Meetings & religious services. As with other small churches we have experienced reduced attendance and fundraising events.

It is our hope that perhaps the Board can grant us some consideration of leniency with our next water bill. We thank you in advance for anything you can do to assist us.

Cordially,

Ellie Walsh

Ellie Walsh
Warden



Black River Fire Department, Inc.

P.O. Box 95

Black River, New York 13612

Established in 1890

September 2, 2022

Dear Village Board of Directors:

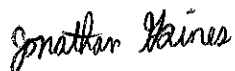
The following individual has applied to the Department for membership:

Anthony Atlervivero 113 South Main Street , Black River NY 13612

Brandon Marandola 30810 Burnup Road, Black River NY 13612

An arson investigation and criminal background check have been completed. References listed on the application have been called. In addition, the individual has met with an interview committee and has been approved.

Sincerely,



Jonathan Gaines, Secretary
BRFD

MONTHLY REPORT OF TREASURER

TO THE VILLAGE BOARD OF THE VILLAGE OF BLACK RIVER:

The following is a detailed statement of all moneys received AND disbursed BY me during the month of August, 2022:

DATED: September 6, 2022


 TREASURER

	Balance 07/31/2022	Increases	Decreases	Balance 08/31/2022
A GENERAL FUND - TOWNWIDE				
CASH - CHECKING	672,177.77	321,461.68	414,826.58	578,812.87
CASH - SPECIAL RESERVES - EQUI	203,283.59	149,548.00	299,096.56	53,735.03
CASH - SPECIAL RESERVE - BLDG	134,690.52	0.00	1.39	134,689.13
TOTAL	1,010,151.88	471,009.68	713,924.53	767,237.03
F WATER FUND				
CASH - CHECKING	109,220.60	14,431.38	14,395.83	109,256.15
CASH - SPECIAL RESERVE - EQUIP	17,549.11	0.00	0.18	17,548.93
TOTAL	126,769.71	14,431.38	14,396.01	126,805.08
G SEWER FUND				
CASH - CHECKING	196,748.00	17,018.48	187,024.07	26,742.41
TOTAL	196,748.00	17,018.48	187,024.07	26,742.41
RS RESTORE NY GRANT				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
TA TRUST & AGENCY				
CASH - CHECKING	3,709.53	38,460.69	38,150.34	4,019.88
TOTAL	3,709.53	38,460.69	38,150.34	4,019.88
TOTAL ALL FUNDS	1,337,379.12	540,920.23	953,494.95	924,804.40

Residency Requirements

The appointed position of Village Clerk/Treasurer and Deputy Clerk Treasurer may be filled with any qualified person having residency in the Village of Black River or within the County of Jefferson.

Required PFAS Cost Recovery Document

Sam Wade <SWade@NapoliLaw.com>

Thu 9/1/2022 6:57 AM

To: superintendent blackriverny.org <superintendent@blackriverny.org>

 4 attachments (4 MB)

Village of Black River New York Draft Retainer WDC.docx; A Message From The Managing Partner.pdf; PFAS Overview 7122.pdf; June Alter.jpg;

Good morning Leslie,

Thank you for the submission of the Village of Black River into the PFAS Cost Recovery Program. I like to call before sending this, but due to the volume of submissions, I am forced to rely on being called if there is need for further explanation.

Attached is the **required** retainer that once signed and returned (via e-mail to myself is fine) will officially place the utility on the PFAS cost recovery rolls. There are no fees or cost to register onto the cost recovery rolls, further if there no a settlement specifically for your utility, there is zero cost. Feel free to give me a call at any time if I can answer any questions or clarifications. .

As Background, the National Rural Water Association Board of Directors, which is governed by the New York Rural Water, and 49 other state rural water affiliates, voted to engage with the law firm of Napoli Shkolnik to file a PFAS cost recovery action against the global manufacturers of the PFAS forever compounds. The sole purpose was to provide an opportunity for water and wastewater systems to recover any expenses they may have or expenses they may incur in the future for testing, treatment and remediation of PFAS contamination. For clarification, this is not a class action as there are multiple classes of plaintiffs. The litigation is defined as multidistrict litigation. There are three key points we stress to systems:

1. The action is cost recovery, not punitive
2. It is filed against the global manufacturers of the compounds and does not impact local companies who may have used them
3. There is zero upfront cost to register the utility onto the cost rolls, however, a system must be registered prior to a settlement being reached in order to benefit. While there is not timeframe as to when a settlement will be reached, those settlement talks are underway.

There is no threshold or cost to register onto the cost recovery rolls, we encourage all systems to register and protect their system and ratepayers from a potential increased financial burden. Systems should register even if they have not tested or have tested and detects are under the state limit. Registering onto the cost recovery rolls is like an

insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Also Attached for informational purposes, is a message from the Managing Partner, Harold Naughton, that includes the firm's qualification and a pfas overview. As this is taken under consideration, we are available to provide a more formal presentation or connect you and your team up directly with Harold Naughton, the managing partner.

Just let me know if can provide additional information, answer any questions or assist in any way.

Many thanks, be safe and have a day,



Sam Wade
Water Consultant
for Napoli Shkolnik Law
Mobile: 580-917-1425
Swade@napolilaw.com





RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF NEW YORK GENERAL ARBITRATION STATUTE

Village of Black River, New York (Client), retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl and related substances (PFATTTTS/PFOA), 1,4 Dioxane and other emerging hazardous contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate

disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ <u>25.00</u>
Net settlement	\$ 75.00
Disbursements	-<u>\$ 10.00</u>
Net to Client	\$ 65.00

4. **WITHDRAWAL**: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS**: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS**: We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. NEW YORK OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in New York. This arbitration provision shall be enforceable in either federal or state court in New York pursuant to the substantive federal laws established by the

Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Court in New York having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____,
20_____

THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE NEW YORK GENERAL ARBITRATION STATUTE

(Name of Client)

NAPOLI SHKOLNIK,
PLLC

By: _____

Printed Name _____

Email Address: _____

Printed Name of
Attorney

Title: _____

Address: _____

Phone:

CONTACT INFORMATION

Client:

Main _____ contact _____ person:

Phone _____ number:

Email _____ address:

Address:

Legal _____ **counsel:**

Phone _____ number:

Email _____ address:

Address:

Public _____ **Works** _____ **Superintendent:**

Phone _____ number:

Email _____ address:

Address:

Environmental Engineering Firm (if applicable):

Phone _____ number:

Email _____ address:

Address:

GENERAL INFORMATION

1. Have you tested for PFAS and received positive results?

Circle One: YES NO

IF YES, please attach any Reports that include results and data for all tests that you have conducted related to the presence of PFAS contamination.

2. Has there been any known usage of AFFF or Class B firefighting foam in the area (fire extinguishing, fire department training, etc.)?

Circle One: YES NO

If YES, who used them and (if known) what type(s) of AFFF were used?

3. Are there or have there ever been any airports nearby?

Circle One: YES NO

If YES, what are/were they?

4. Are there any military bases or military training facilities nearby?

Circle One: YES NO

If YES, has there been any AFFF usage there?

Circle One: YES NO

Are there any PFAS testing results available of groundwater, surface water or soil (circle all that apply)?

5. Do you know of any facility that may be storing AFFF, such as airports, fire departments or fire training facilities?

Circle One: YES NO

If YES, what are they?

6. Do you know of any local landfills or recycling centers?

Circle One: YES NO

If YES, please list them:

7. Are you aware of any other potential source of PFAS contamination?

Circle One: YES NO

If YES, please provide a list:

8. Have you received/issued any Drinking Water Advisories related to PFAS?

Circle One: YES NO

9. Have you received/issued any Fish Consumption Advisories related to PFAS?

Circle One: YES NO

10. Have you obtained any recovery or reimbursement of funds for investigation, testing, or remediation from any other entities (public or private) in connection with the alleged presence of PFAS in that water system?

Circle One: YES NO

If YES, please provide details:

IF YOU OPERATE A WASTE STORAGE FACILITY, LANDFILL, OR RECYCLING CENTER, PLEASE ANSWER THE FOLLOWING:

1. Do you treat effluent/leachate internally or is it sent to a wastewater treatment plant?

Which Wastewater Treatment Plant: _____

* If you treat the effluent/leachate internally, please refer to the Wastewater Treatment questions.

2. Have you ever had failures of the landfill liner that led to leachate seeping or seepage of leachate outside the bounds of this liner?

Circle One: YES NO

IF YOU OPERATE A DRINKING OR WASTEWATER TREATMENT PLANT, PLEASE ANSWER THE FOLLOWING:

1. Is the water treatment facility equipped with a method for treating water that is capable of removing PFAS contamination?

Circle One: YES NO

If YES, please specify:

2. Do you use biological treatment processes at your facility?

Circle One: YES NO

3. Do you dispose of treated biosolids (circle all that apply):

Sell for agricultural purposes

Send to a landfill

Other:

4. Do you test effluent biosolids for PFAS?

Circle One: YES NO

**Thank you for taking the time fill out this
information sheet!**