

**MINUTES OF THE ONTARIO-WAYNE STORMWATER COALITION
WALWORTH TOWN HALL
NOVEMBER 21, 2017**

PRESENT: Linda Kleeman-Town of Walworth, Elaine Borgeest-OCSWCD, Kurt Rappazzo-MRB Group, Alyssa Benjamin-MRB Group, Chris Hotto-WCSWCD, John Berry-Ontario County Highway, Brian Frey-Wayne County Highway, Kim Boyd-BME, Luke Scannell-DEC, Al Benedict-Town of Victor, Mary Steblein-LaBella, Marilee Stollery-Town of Ontario, Adam Cummings-Town of Ontario

Vice-Chairman Frey called the meeting to order at 9:32 am.

MINUTES-Vice-Chairman Frey asked for any changes/corrections to the October 17, 2017 minutes; since there were none, the following motion was offered:

Motion: Al Benedict seconded by Marilee Stollery

Resolved: The minutes of October 17, 2017 are approved as written.

All yes, carried.

NEW/OLD BUSINESS-Vice-Chairman Frey asked the status of the tire recycling/disposal; Elaine reported that Megan is working on the clean-up event; however, she has found out that it will be costly. Brian would like some more research done with pricing. Kim Boyd suggested checking with Triad Recycling out of Buffalo; the cost is \$8.50 per tire. Brian felt she should check with Alpcos in Macedon for a quote. Kurt Rappazzo informed everyone that this would be his last meeting; he has accepted a position as the DPW of the Town of Gates. He introduced Alyssa Benjamin as the Town of Ontario engineering representative from MRB. Everyone thanked Kurt for his assistance with the coalition over the years. Linda Kleeman has completed training for the website; her personal email is on the site for anyone to correspond with her regarding the website. The website is up and running. Luke Scannell reported that DEC is drafting a guidance document for the installation of solar panels. Luke also reported that the MS4 draft permit will be out for review hopefully, by the end of the year.

CHAIRMAN AND VICE CHAIRMAN-Motion made by Marilee Stollery seconded by Al Benedict

Resolved: That Brian Frey is elected Chairman and John Berry is elected Vice-Chairman for 2018-2019.

All yes, carried.

SERVICE AGREEMENTS-Motion made by Marilee Stollery seconded by John Berry

Resolved: The service agreements between the OCSWCD and the Ontario-Wayne Stormwater coalition for services provided (educational, secretarial) be approved for an hourly rate of \$42.00 from January 1, 2018 through December 31, 2019. The financial agreement with OCSWCD will remain at \$1,000.00 annually.

All yes, carried.

2018 BUDGET-After a brief discussion, the following motion was offered:

Motion: Al Benedict seconded by John Berry

**Resolved: The 2018 proposed budget is approved with following changes: the line item for Edith Davey (OCSWCD) will be increased to \$9,000 bringing the total budget to \$70,000.00 for 2018. Brian Frey will send out a corrected budget.
All yes, carried.**

Brian Frey would like Megan to continue the scheduling of the 4hr. course; Kelly Emerick and Phil Griswald are possible co-presenters for the event.

**INTERMUNICIPAL AGREEMENT-Motion: Al Benedict seconded by John Berry
Resolved: The following Intermunicipal Agreement be approved with changes made by the coalition and the Ontario County Attorney**

INTERMUNICIPAL AGREEMENT

REGARDING COOPERATION TO COMPLY WITH THE FEDERAL PHASE II STORMWATER REGULATION IN ONTARIO AND WAYNE COUNTIES

An INTERMUNICIPAL AGREEMENT among the Ontario-Wayne Counties Stormwater Coalition members of the Towns of FARMINGTON, 1000 County Road 8, Farmington, New York 14425, MACEDON, 32 Main Street, Macedon, New York 14502, ONTARIO, 1850 Ridge Road, Ontario, New York 14519, VICTOR, 85 East Main Street, Victor, New York 14564, WALWORTH, 3600 Lorraine Drive, Walworth, New York 14568, hereinafter referred to as “Towns”, the Coalition members of the Village of VICTOR, 60 East Main Street, Victor, New York 14564, hereinafter referred to as “Village”; ONTARIO COUNTY on behalf of its Department of Public Works with offices at 2962 County Road 48, Canandaigua, New York 14424; and WAYNE COUNTY on behalf of its Highway Department with offices at 7227 Route 31, Lyons, New York 14489, as authorized by Article 5-G of the General Municipal Law.

WHEREAS, the Phase II federal Stormwater regulations require that regulated municipal separate storm sewer system operators comply with the SPDES General Permit for Stormwater Discharges (latest version) issued by the New York State Department of Environmental Conservation; and

WHEREAS, the Phase II federal Stormwater regulations require that for each regulated municipal separate storm sewer system the municipality must prepare and implement a Stormwater management program that includes six minimum control measures; and

WHEREAS, the municipalities recognize that, because watersheds and separate storm sewer systems cross municipal and county boundaries and because there are opportunities to save money and resources by working collaboratively, the municipalities should work cooperatively to comply with the requirements of the Phase II federal stormwater regulations; and

WHEREAS, the Ontario-Wayne Stormwater Coalition started holding meetings beginning in 2004 to identify and analyze options for pooling resources to meet the requirements of the Phase II Federal Stormwater Regulations, and;

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

1. The term of this agreement shall be from February 1, 2018 through January 31, 2023. At such time, this agreement may be renewed, amended, or terminated. Any party may withdraw from this agreement upon 60 days written notice to the other parties with or without cause.
2. The work of the Ontario-Wayne Stormwater Coalition shall be to work collaboratively to:
 - a. Comply with the Phase II Federal Stormwater Regulations and permit conditions placed on municipal separate storm sewer system operators in 2003 and future permit guidelines; comply with latest
 - b. Protect and/or improve the water quality of local water ways in accordance with State, County, and local water quality planning documents and policies
 - c. Facilitate the use of existing or future resources, organizations, and programs for the provision of the services necessary to comply with the Phase II regulations
 - d. Research and implement an appropriate funding mechanism to meet the financial needs resulting from compliance with the Phase II Federal Stormwater Regulations
 - e. Report annually to the Ontario County Board of Supervisors, Ontario County Water Resources Council, Wayne County Board of Supervisors, and Wayne County Water Quality Coordinating Committee on the Coalition's progress with compliance and funding issues.
3. Each Coalition member (Municipality or Agency) will pay an annual membership fee to the Coalition to fund the implementation of compliance activities, which are part of each Coalition member's stormwater management plan. This fee will be determined annually by the Stormwater Coalition and approved by the full membership of the Stormwater Coalition. The fee schedule is included in Appendix 'A'.
4. Each Coalition member will designate an official representative to serve on the Stormwater Coalition. The designee shall be responsible to attend and participate in monthly meetings of the Coalition and the task groups created to facilitate compliance with different aspects of the regulations, and to transmit stormwater policy issues to his or her Coalition member. The designee shall also be responsible to obtain opinions on stormwater policy issues from the Coalition member and to share such opinions with the Stormwater Coalition membership. Every Coalition member entitled to vote or attend a meeting of the Stormwater Coalition may authorize another person to act by signed proxy.
5. The officers of the Stormwater Coalition shall be the Chair and Vice-Chair. The officers shall be elected to two-year terms by a majority of the members present at a regularly scheduled meeting. The duties and responsibilities of the Chair shall be to preside at meetings of the Coalition, and function as the official spokesperson for the Coalition. The Vice-Chair shall assist the Chair and subsequently assume the Chair position for a two-year term.
6. Membership fees, which are outlined in Appendix A, should be paid to the Ontario County Soil and Water Conservation District by the date established by the Coalition. If payment is not received within 30 days of this date (Feb 1, 2018), then membership will be revoked unless the Coalition has agreed to other payment arrangements.

7. Stormwater Coalition decisions and recommendations are generally made by consensus. Consensus is defined as all members of the Coalition being able to support the decision or recommendation.

When the Coalition cannot reach consensus, voting will be used for decision-making. Each Coalition member (municipality or agency), that has paid its Coalition membership fee in-full, shall have one vote. All decisions requiring voting shall be made by the majority of the members (or their officially designated alternates) present at a regularly scheduled meeting. In the case of a tie vote, the Chair shall cast the tie-breaking vote.

8. Staff from the local, regional, and state agencies may provide staffing services to the Ontario-Wayne Stormwater Coalition. This will include coordination of the Coalition, the task groups, management of Coalition projects, applying for grant funding, and coordination of awarded grants. The Coalition or its designated service provider may, with the approval of the Coalition, also manage the implementation of the membership fee and develop a template for the annual reports that must be submitted by each regulated Coalition member. The Ontario-Wayne Stormwater Coalition shall not be the employer of such staff.

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

10. Each party shall defend, indemnify and hold harmless the other, its officers, agents and assigns for all liability arising out of its activities under this Agreement. The obligations of this paragraph shall survive the expiration or termination of the Intermunicipal Agreement, whether occasioned by this Intermunicipal Agreement's expiration or earlier termination.

11. This Agreement constitutes the entire Agreement between the parties 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.

12. 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 (current permit) and for the preparation, implementation, operation and maintenance of its own Stormwater management program including, but not limited to, the required minimum control measures.

APPENDIX A

Ontario-Wayne Stormwater Coalition

2018-2023 Membership Fee
Schedule:

Type of Coalition Member	Membership Fee	
<ul style="list-style-type: none"> • MS4 Towns • Ontario County Highway Department • Wayne County Highway Department 	\$5,000.00	
MS4 Villages and Non Traditional MS4's to include School Districts	\$2,500.00	

All yes, carried.

**BME 2018 CONTRACT-Motion made by Marilee seconded by Al Benedict
Resolved: The following contract between the Coalition and BME is approved for 2018:**

**PROFESSIONAL SERVICES
CONTRACT
For
MS4 CONSULTATION SERVICES**

The following scope of services will be provided on an annual basis:

1. Preparation of a joint MS4 Annual Report for the Coalition, including preparation of a draft for Coalition review and public comment prior to submission to NYSDEC.

Consultation with the individual MS4's to assist in their completion of components required for the Annual Report; obtain signatures. Submission of the final Annual Report to NYSDEC on behalf of the Coalition.

Estimated Fee\$4,000

2. Attend scheduled Coalition meetings

Estimated Fee\$3,500

3. Act as a liaison between the Coalition, individual MS4s and the NYSDEC Region 8 office, and review and implement EPA and DEC Permit changes.

Estimated Fee\$2,500

4. Meet with the individual MS4 elected officials as necessary or requested to review and discuss the MS4 permit, its requirements, and the work of the Coalition.

Estimated Fee\$3,000

5. Public education/ outreach

Estimated Fee\$1,000

6. Provide technical assistance and guidance as requested, IDDE research, and minimum control measures.

Estimated Fee.....\$4,000

All services described above, and any additional services requested by you, will be performed on an hourly basis. The hourly rates to be billed are those attached to this contract. Hourly rates are subject to an annual adjustment at the beginning of each calendar year.

Outside services and/or sub-consultant fees will be charged at direct costs times a multiplier of 1.1%.

Conditions of Payment:

Billing will be done monthly with payment due within 30 days. Past Due invoices will be charged a 1½% per month finance charge.

Expenses:

Expenses, including AutoCAD files and the printing of plans, specifications and reports, including those needed for review, the approval process and construction will be charged at direct costs. Outside services and/or sub-consultant fees will be charged at direct costs times a multiplier of 1.1%. Fees for mileage, miscellaneous materials and supplies not included above will be billed at 2.5% of the total invoice amount.

Limitation of Liability:

You agree to limit BME Associates professional liability to you and to all contractors involved on the project, due to our negligent acts, errors or omissions, such that the total aggregate liability of BME Associates to all those named shall not exceed \$50,000 or our fee, whichever is greater.

It is intended by the parties that this provision is not an indemnity, but is a good faith agreement by the parties to place a reasonable and responsible limit for the amount assumed by each party.

BME Associates is not responsible for construction methods, techniques, procedures or schedules. In addition, BME Associates is not responsible for a contractor's compliance with any applicable permit conditions or procedures, safety standards and/or precautions in connection with the construction contract.

Period of Service and Termination:

Our obligation to render services under this contract will extend for a period of one year beginning January 1, 2018 through December 31, 2018. We are not responsible for delays created by you or others beyond our control. If such delays occur, we shall be entitled to an equitable adjustment in schedule and/or compensation.

The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this agreement through no fault of the party terminating.

Irrespective of which party effects termination or the cause thereof, you shall reimburse BME Associates for services rendered and costs incurred in accordance with our prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with the termination itself, including any costs.

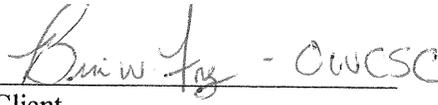
Successors and Assigns:

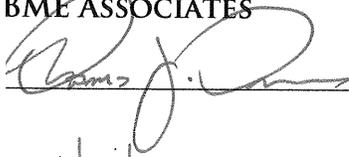
BME Associates and you are hereby bound and the partners, successors, executors, administrators and legal representatives of both parties are hereby bound to the other party to this Contract. Neither you nor BME Associates shall assign, sublet or transfer any rights under or interest in this Contract without the written consent of the other party. No assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this Contract shall prevent us from employing such independent professional associates and consultants as we may deem appropriate to assist in the performance of

services proposed. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of you and BME Associates and not for the benefit of any other party.

All drawings, specifications and other work produced by BME Associates for this Project are instruments of service for this Project only, and shall remain the property of BME Associates whether the Project is completed or not. Reuse of any of the instruments of service of BME Associates by you on extensions of this Project or any other project without the written permission of BME Associates shall be at your risk and you agree to defend, indemnify and hold harmless BME Associates from all claims, damages, and expenses including attorney's fees arising out of unauthorized reuse of the instruments of service by you or by others acting on your behalf.

Your signature below will constitute acceptance of this contract and authorizes BME Associates to proceed as outlined. Please return an original signed copy within 30 days.


Client

BME ASSOCIATES

11/8/17

¹ 11/ ¹ 17

All yes, carried.

BILLS-Motion: Al Benedict seconded by John Berry

Resolved: The bills from MST for \$363.75; BME-\$3430.00 and the Town of Ontario for \$300.00 are approved.

All yes, carried.

TREASURER REPORT

Motion: Al Benedict seconded by Marilee Stollery

Resolved: The treasurer report for October 31, 2017 in the amount of \$89,530.83 is approved.

All yes, carried.

ADJOURNMENT

Motion: Marilee Stollery seconded by John Berry

Resolved: The meeting is adjourned at 10:32 am.

All yes, carried.

The next meeting will be held at the Walworth Town Hall on December 19, 2017.

Elaine Borgeest, Recording Secretary