

**INTERMUNICIPAL AGREEMENT
REGARDING COOPERATION TO REDUCE STORMWATER POLLUTION AND
PROTECT WATER QUALITY IN MONROE COUNTY**

An INTERMUNICIPAL AGREEMENT among the CITY OF ROCHESTER, 30 Church Street, Rochester, NY 14614, the Towns of BRIGHTON, 2300 Elmwood Avenue, Rochester, New York 14618; CHILI, 3333 Chili Avenue, Rochester, NY 14624; CLARKSON, P.O. Box 858, 3710 Lake Road, Clarkson, NY 14430 GATES, 1605 Buffalo Road, Rochester, NY 14624; GREECE, 1 Vince Tofany Blvd., Rochester, NY 14616; HENRIETTA, 475 Calkins Road, Henrietta, NY 14467; IRONDEQUOIT, 1280 Titus Avenue, Rochester, NY 14617; MENDON, 16 W. Main Street, Honeoye Falls, NY 14472; OGDEN, 269 Ogden Center Road, Spencerport, NY 14559; PARMA, 1300 Hilton-Parma Road, Hilton, NY 14468; PENFIELD, 3100 Atlantic Avenue, Penfield, NY 14526; PERINTON, 1350 Turk Hill Road, Fairport, NY 14450; PITTSFORD, 11 S. Main Street, Pittsford, NY 14534; and WEBSTER, 1000 Ridge Road, Webster, NY 14580; and hereinafter referred to as “Stormwater Coalition of Monroe County City/Town Members”, the Villages of BROCKPORT, 49 State Street, Brockport, NY 14420; EAST ROCHESTER, 120 West Commercial Street, East Rochester, NY 14445; FAIRPORT, 31 South Main Street, Fairport, NY 14450; HILTON, 59 Henry Street., Hilton, NY 14468; PITTSFORD, 21 North Main Street, Pittsford, NY 14534; SCOTTSVILLE, 22 Main Street, Scottsville, NY 14546; SPENCERPORT, 27 West Avenue, Spencerport, NY 14559; and WEBSTER, 28 West Main Street, Webster, NY 14580, hereinafter referred to as “Stormwater Coalition of Monroe County Village Members ”; and the STATE UNIVERSITY of NEW YORK at BROCKPORT, 350 New Campus Drive, Brockport, NY 14420, hereinafter referred to as “Stormwater Coalition of Monroe County Organization Member”; and the COUNTY OF MONROE, a municipal corporation with offices at 39 West Main Street, Rochester, NY, hereinafter referred to as “County”. All parties to the Agreement are collectively the “Stormwater Coalition of Monroe County” or the “Coalition”.

WITNESSETH

WHEREAS, the members of the Coalition recognize the importance of protecting water quality and the value to the community of streams, rivers, bays, lakes and other waterways; and

WHEREAS, certain members of the Coalition that own or operate municipal separate storm sewer systems (MS4) must comply with applicable Federal and New York State regulations; and

WHEREAS, the Coalition members recognize that, because watersheds and separate storm sewer systems cross municipal boundaries there are opportunities to save money and resources, and increase effectiveness by working collaboratively, the members should work cooperatively to reduce stormwater pollution and protect water quality; and

WHEREAS, the Monroe County Legislature, by Resolution No. 373 of 2019, adopted on December 10, 2019, and the Administrative Board of the Rochester Pure Water’s District by Resolution No. 19R-__, adopted on December 10, 2019, copies of said Resolutions are attached hereto as Exhibit “A”, authorized the County to enter into such an Intermunicipal Agreement and any amendments thereto, and authorized the County Executive, or his/her designee, to execute said Agreement on behalf of the County; and

WHEREAS, the City Council, Town Boards and Village Boards by Resolution or Ordinance, authorized said City, Town or Village to enter into such Intermunicipal Agreement and authorized the mayor of said City, the supervisor of said Town and the mayor of said Village or their designees, to execute said Agreement on behalf of said City, Towns or Villages, a copy of said Resolution or Ordinance is attached hereto as Exhibit “B”; and

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

1. Term of Agreement

- A. The term of this Agreement shall be from January 1, 2025 through December 31, 2029. This Agreement may be renewed, amended, or terminated. Any party may withdraw from this agreement upon sixty (60) days written notice to the other parties, including the current Chair of the Coalition at 145 Paul Road, Rochester, NY 14624.

2. Authorized Work of the Coalition

The Coalition’s purpose is to work collaboratively to:

- A. Facilitate compliance with the New York State MS4 General Permit requirements.
- B. Although the Coalition will assist in the implementation of the six minimum control measures it does not assume responsibility for the implementation of any of the six minimum control measures on behalf of any individual member within the coalition.
- C. Reduce stormwater pollution and improve water quality. Secondary benefits may include a reduction in flood damage, economic development, improvements to fish and wildlife habitat, and recreation.
- D. Facilitate the use of existing or future resources, organizations, and programs for the provision of the services to reduce stormwater pollution, to protect water quality and to restore natural hydrology while enhancing efficiency. These services may include, but are not limited to educating the public on minimizing stormwater pollution, involving the public in Coalition projects and programs, conducting illicit discharge detection and elimination efforts, assisting with construction site runoff control and post-construction stormwater management, and implementing pollution prevention practices at municipal facilities.
- E. Share resources, including, but not limited to: staff time, equipment, supplies, technology and services.

3. The Coalition Membership Fees shall be as follows:

- A. Each Coalition member shall pay an annual membership fee, subject to change and approval, for the Coalition to fund the implementation of programs. This fee is determined annually by the Coalition's Executive Committee, approved by Coalition, and documented in the meeting minutes. The current Membership Fee Schedule is included in this Agreement as Exhibit "C".
- B. Membership fees shall be paid to Monroe County by the date established by the Coalition. Upon payment in full, a municipality or organization shall become a "Member." With approval from the Executive Committee, payment arrangements may be negotiated with the County for extenuating circumstances. In such cases the municipality or organization is considered a member prior to payment in full.
- C. Membership fees will be held by the County in a trust account. Requests by Coalition staff or Coalition members to expend the membership fees will be submitted to the Executive Committee and the Coalition for their approval as defined in Section 5.B. herein. Approval for expenditures and contracts will be documented in writing, signed by the Chair of the Coalition and submitted to the County for action. The County Executive or his/her designee is authorized to appropriate and expend the membership fees and execute contracts as approved by the Coalition.
- D. The Coalition shall research and implement an appropriate funding mechanism for future cooperative projects and programs.

4. Responsibilities of the Coalition

- A. Each member shall designate an official representative to serve on the Coalition. The designee shall be responsible to attend and participate in meetings of both the Coalition and the task groups created to reduce stormwater pollution, to improve water quality and to transmit stormwater information to their municipality or organization. The designee shall also be responsible to obtain opinions on stormwater issues from their municipality or organization and to share such opinions with the Coalition membership. Each member may also designate additional representatives to participate in the work of the Coalition in cooperation and coordination with the official representative.
- B. The County will serve as the fiscal agent and host the staff of the Coalition. In order to ensure that the Coalition's compliance programs can continue uninterrupted, the Monroe County Department of Environmental Services will fund the existing two (2) full-time equivalent positions that staff the Coalition, through the Rochester Pure Waters District (RPWD), until a long-term funding solution is established. This contribution will be made in lieu of the County or the RPWD paying membership fees. Staffing services shall include, but are not limited to: coordination of the Coalition, the Executive Committee and the task groups, development of the Coalition workplan, management of Coalition

projects, applying for grant funding, and coordination of awarded grants. Staff shall also manage the implementation of the membership fee and provide annual reporting of cooperative program activities. Either the Coalition or the County may terminate this staffing services portion of the Agreement upon mutual consent. Notice to the County shall be sent to the Monroe County Executive, 39 West Main Street, Rochester, NY 14614. Notice to the Coalition shall be sent to the Chair of the Coalition, 145 Paul Road, Rochester, NY 14624.

- C. The Coalition recognizes that consistency in staffing services is important to the long-term program plan. The Monroe County Department of Environmental Services will notify the Executive Committee of any significant staffing changes that impact the current services provided.

5. Coalition Officer Responsibilities, Voting Processes and Term Limits

- A. The officers of the Coalition shall be the Chair and Vice-Chair. The officers shall be Members and serve two-year terms. The duties and responsibilities of the Chair shall be to provide leadership for the Coalition, preside at meetings and function as the official spokesperson for the Coalition. The Vice-Chair shall assist the Chair and subsequently may assume the Chair position for a two-year term.
- B. A quorum constituting more than 50% of the Members is required to make decisions regarding Coalition business including the election of officers and the expenditure of membership fees. Coalition decisions and recommendations are generally made by consensus of the quorum present.

When the Coalition cannot reach consensus, voting will be used for decision-making. Each Member shall have one (1) vote. An officially designated alternate to the official representative may vote in the absence of this representative. In the case of a tie vote, the Chair shall cast the tie-breaking vote. Voting by email is permitted.

- C. The Executive Committee shall be elected by the Coalition and shall consist of at least seven (7) Members including the Coalition Chair and Vice-Chair. The Committee shall include at least one (1) Village Member and two (2) Town Members. Members of the Executive Committee shall serve two-year terms and may serve a maximum of three (3) consecutive terms.
- D. The Executive Committee shall meet a minimum of four (4) times per year. The meetings are open to any interested Coalition members to attend. The roles of the Executive Committee are as follows:
- The Executive Committee shall act on behalf of the Coalition between scheduled meetings based on decisions made at Coalition meetings.
 - The Executive Committee shall act on tasks delegated by the Coalition.

- The Executive Committee shall make recommendations to the Coalition regarding the workplan, projects, use of staff providing service under this Agreement, implementation of a long-term funding mechanism and the membership fee, as well as the use of membership funds.

6. Agreement Limitations

- A. 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.
- B. Each party shall indemnify and hold harmless the other, its officers, agents and assigns for all liability arising out of its activities under this Agreement.
- C. 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 NY State without regard or reference to its conflict of laws and principles.

7. Execution

- A. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as written on the signature pages.

COUNTY OF MONROE

By _____
Adam J. Bello
County Executive

Municipality

By _____

Name: _____

Title: _____

Contractor's Federal ID Number or
Social Security Number

State of New York)
) ss:
County of Monroe)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Dinolfo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss:
County of Monroe)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT "A"

By Legislators Hebert and Brew

Intro. No. 444

RESOLUTION NO. 373 OF 2019

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH MUNICIPAL CORPORATIONS TO AUTHORIZE WORK OF STORMWATER COALITION OF MONROE COUNTY

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or her designee, is hereby authorized to execute an intermunicipal agreement, and any amendments thereto, with municipal corporations, to authorize the work of the Stormwater Coalition of Monroe County, for the period of January 1, 2020 through December 31, 2024, with the option to renew for three (3) additional five-year terms.

Section 2. The County Executive, or her designee, is hereby authorized to expend Stormwater Coalition of Monroe County funds, as approved by the Coalition, to complete the work of the Coalition in complying with Federal Phase II Stormwater Regulations set forth by the United States Environmental Protection Agency and the New York State Department of Environmental Conservation.

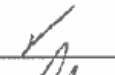
Section 3. Funding for this agreement is included in trust fund 9626, Stormwater Coalition, funds center 8572020100, Pure Waters Industrial Waste.

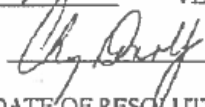
Section 4. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Intergovernmental Relations Committee; November 26, 2019 - CV: 4-0
Environment and Public Works Committee; November 25, 2019 - CV: 6-0
File No. 19-0287

ADOPTION: Date: December 10, 2019 Vote: 29-0

ACTION BY THE COUNTY EXECUTIVE

APPROVED:  VETOED: _____

SIGNATURE:  DATE: 12/11/19

EFFECTIVE DATE OF RESOLUTION: 12/14/19

EXHIBIT “B”

EXHIBIT “C”

Stormwater Coalition of Monroe County

Membership Fee Schedule

	Population 2020 Census	Base Fee	Supplemental Fee (\$ 0.14/person) (\$0.07 in the City*)	Total Fee
Brighton (T)	37,137	\$5,000.00	\$ 5,199.18	\$ 10,199.18
Brockport (V)	8,366	\$2,500.00	\$ 1,171.24	\$ 3,671.24
Chili (T)	29,123	\$5,000.00	\$ 4,077.22	\$ 9,077.22
Clarkson (T)	4,358	\$5,000.00	\$ 610.12	\$ 5,610.12
E. Rochester (V)	6,587	\$2,500.00	\$ 922.18	\$ 3,422.18
Fairport (V)	5,353	\$2,500.00	\$ 749.42	\$ 3,249.42
Gates (T)	29,167	\$5,000.00	\$ 4,083.38	\$ 9,083.38
Greece (T)	96,926	\$5,000.00	\$ 13,569.64	\$ 18,569.64
Henrietta (T)	47,096	\$5,000.00	\$ 6,593.44	\$ 11,593.44
Hilton (V)	5,886	\$2,500.00	\$ 824.04	\$ 3,324.04
Irondequoit (T)	51,053	\$5,000.00	\$ 7,147.42	\$ 12,147.42
Mendon (T)	9,095	\$5,000.00	\$ 1,273.30	\$ 6,273.30
Ogden (T)	20,270	\$5,000.00	\$ 2,837.80	\$ 7,837.80
Parma (T)	16,217	\$5,000.00	\$ 2,270.38	\$ 7,270.38
Penfield (T)	39,438	\$5,000.00	\$ 5,521.32	\$ 10,521.32
Perinton (T)	47,479	\$5,000.00	\$ 6,647.06	\$ 11,647.06
Pittsford (T)	30,617	\$5,000.00	\$ 4,286.38	\$ 9,286.38
Pittsford (V)	1,355	\$2,500.00	\$ 189.70	\$ 2,689.70
Rochester (C)	211,328	\$5,000.00		\$ 5,000.00
Scottsville (V)	2,001	\$1,250.00	\$ 280.14	\$ 1,530.14
Spencerport (V)	3,601	\$2,500.00	\$ 504.14	\$ 3,004.14
SUNY Brockport		\$2,500.00		\$ 2,500.00
Webster (T)	45,327	\$5,000.00	\$ 6,345.78	\$ 11,345.78
Webster (V)	5,399	\$2,500.00	\$ 755.86	\$ 3,255.86
			TOTAL	\$ 172,109.14

Notes:

- The base fee for MS4 towns, educational institutions, and the City of Rochester is \$5,000 and for MS4 villages \$2,500. The base fee for non-MS4 towns is \$2,500 and for non-MS4 villages is \$1,250.
- Population data is from the 2020 census. In those towns with villages within their boundaries, the population listed does not include the population within the village.
- The supplemental fee is based on population (\$0.14 per resident).
- Non-MS4s are not assessed a supplemental fee.
- The County is providing staffing and other in-kind services in lieu of paying a fee.