

**INTERMUNICIPAL AGREEMENT
REGARDING COOPERATION TO ANALYZE OPTIONS TO MEET FEDERAL
PHASE II STORMWATER REGULATION IN MONROE COUNTY**

An INTERMUNICIPAL AGREEMENT among municipal corporations of 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; HAMLIN, 1658 Lake Road, Hamlin, NY 14464; HENRIETTA, 475 Calkins Road, Henrietta, New York 14467; IRONDEQUOIT, 1280 Titus Avenue, Rochester, NY 14617; MENDON, 16 W. Main Street, Honeoye Falls, New York 14472; OGDEN, 269 Ogden Center Road, Spencerport, NY 14559; PARMA, 1300 Hilton-Parma Road, Hilton, NY 14468; PENFIELD, 3100 Atlantic Avenue, Rochester, New York 14526; PERINTON, 1350 Turk Hill Road, Perinton, New York 14450; PITTSFORD, 11 S. Main Street, Pittsford, New York 14534; RIGA, 8 South Main Street, Churchville, NY 14428; RUSH, 5977 E. Henrietta Road, Rush, NY 14543; SWEDEN, 18 State Street, Brockport, NY 14420; WEBSTER, 1000 Ridge Road, Webster, NY 14580; and WHEATLAND, 22 Main Street, Scottsville, NY 14546 hereinafter referred to as “Towns”, the municipal corporations of the Villages of BROCKPORT, 49 State Street, Brockport, New York 14420; CHURCHVILLE, 22 S. Main St., Churchville, NY 14428; EAST ROCHESTER, 120 West Commercial Street, East Rochester, New York 14445; FAIRPORT, 31 South Main Street, Fairport, New York 14450; HILTON, 59 Henry Street., Hilton, NY 14468; HONEOYE FALLS, 50 N. Main St., Honeoye Falls, NY 14472; PITTSFORD, 21 North Main Street, Pittsford, New York 14534; ROCHESTER, 30 Church Street, Rochester, NY 14614; SCOTTSVILLE, 22 Main St., Scottsville, NY 14546; SPENCERPORT, 27 West Avenue, Spencerport, NY 14559; and WEBSTER, 28 West Main Street, Webster, NY 14580, hereinafter referred to as “Villages”; MONROE COUNTY, a municipal corporation with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as “County”, as authorized by Article 5-G of the General Municipal Law.

WHEREAS, all of the municipalities listed above are members of the Monroe County Council of Governments whose purpose it is to facilitate agreements and cooperative action proposals among member governments for specific projects or other inter-related developmental needs and for the adoption of common policies and plans with respect to common countywide challenges, and;

WHEREAS, Monroe County is responsible for coordination of water quality management activities in the County through the Monroe County Water Quality Management Agency, the Monroe County Water Quality Coordinating Committee, and the Monroe County Water Quality Management Advisory Committee and;

WHEREAS, the Phase II federal stormwater regulations will require that regulated small municipal separate storm sewer systems operators obtain permit coverage from the New York State Department of Environmental Conservation by March 10, 2003; and

WHEREAS, the Phase II federal stormwater regulations will require that regulated small municipal separate storm sewer system operators who obtain permit coverage must prepare and implement a stormwater management program that includes six minimum control measures within 5 years of the permit issue date; and

WHEREAS, the Phase II federal stormwater regulations, as administered by the New York State Department of Environmental Conservation will require actions beginning in 2003 by the Towns of Brighton, Chili, Gates, Greece, Henrietta, Irondequoit, Ogden, Penfield, Perinton, Pittsford, Webster; the City of Rochester, the County of Monroe, and the Villages of East Rochester, Fairport, Pittsford, Spencerport, and Webster; and

WHEREAS, the Phase II federal stormwater regulations, as administered by the New York State Department of Environmental Conservation may require actions in 2003 or at some time in the future by the towns of Clarkson, Hamlin, Mendon, Parma, Riga, Rush, Sweden, Wheatland and the Villages of Brockport, Churchville, Hilton, Honeoye Falls, Scottsville; and

WHEREAS, the municipalities recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and because there are opportunities to save time, money, and energy by working collaboratively, the municipalities should work together to identify and analyze options for meeting the requirements of the Phase II federal stormwater regulations; and.

WHEREAS, the Towns and Villages have an interest in protecting water quality and have been participating in or following the work of the Monroe County Stormwater Coalition, and the Monroe County Water Quality Coordinating Committee, and;

WHEREAS, the Towns and Villages and the County of Monroe recognize the benefits of cooperating to achieve improved water quality and flood control, and;

WHEREAS, a Monroe County Stormwater Coalition started holding monthly meetings beginning in November of 2000 to identify and analyze options for pooling resources to meet the requirements of the Phase II Federal stormwater Regulations, and;

WHEREAS, the Monroe County Council of Governments, after hearing a presentation on the Phase II Federal Stormwater Regulations at their May 15, 2001 meeting, unanimously supported the concept of creating an intermunicipal agreement to formalize the work of the Stormwater Coalition;

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 November 1, 2000 through March 10, 2003. At such time, this agreement may be renewed, amended, or terminated. Any party may terminate this agreement upon 60 days written notice to the other parties.

2. To authorize the work of the Monroe County Stormwater Coalition whose purpose it is to identify and analyze options for pooling resources to:
 - a. Meet the Phase II Federal Stormwater Regulations that will be placed on small municipal separate storm sewer system operators in 2003 and
 - 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
3. Each municipal corporation 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 to transmit stormwater policy issue questions to his or her municipal corporation. The designee shall also be responsible to obtain opinions on stormwater policy issues from the municipal corporation and to share such opinions with the Stormwater Coalition membership. Each municipal corporation may also designate additional representatives to participate in the work of the Stormwater Coalition in cooperation and coordination with the official representative.
4. Staff from the Monroe County Department of Health will be responsible to provide staffing services to the Monroe County Stormwater Coalition. This will include preparation of meeting notices, agendas, and minutes.
5. The Coalition membership will provide information and advice for a written report that summarizes existing programming that meets Phase II Stormwater Regulation requirements, identifies gaps between existing programming and regulation requirements, and proposes one or more possible strategies to meet the Phase II Stormwater requirements. One strategy that will be explored is the option for obtaining one general umbrella permit for all Monroe County municipalities. This summary report will be compiled by the Monroe County Department of Health, endorsed by the Coalition members, and be made available for consideration by municipal corporations no later than April of 2002.
6. 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.
7. 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.
8. This Agreement constitutes the entire Agreement between the County and the Contractor 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.