

PERINTON TOWN BOARD MEETING  
1350 Turk Hill Road, Fairport, NY 14450  
Wednesday, August 27, 2014

PRESENT:           Michael G. Barker           Supervisor  
                  Joseph H. LaFay           Councilperson  
                  Peg S. Havens           Councilperson  
                  Ciaran T. Hanna        Councilperson

ABSENT:           Steven C. Van Vreede      Councilperson

ALSO PRESENT: Robert Place, Esq., Town Attorney; Tom Beck, Commissioner of Public Works; Jennifer A. West, Town Clerk; Melanie Davison, Deputy Tax Receiver; Jeffrey Myers, Commissioner of Recreation and Parks; Michael Doser, Director of Code Enforcement and Development; Kevin Spacher, Finance Director; Eric Williams, Assistant to the Commissioner – DPW; Jim Spencer, Deputy Commissioner DPW - Highway; Diane Riesenberger, Recreation Director; Jeff Nutting, Assistant Recreation Director; T.C. Lewis, Planning Board; Ken Rainis, Conservation Board; Perry Stolt, Animal Control Officer.

Supervisor Barker called the meeting to order at 8:00 pm and introduced the Board and staff present.

Councilperson Havens made a motion, seconded by Councilperson LaFay, that the minutes of the Town Board meeting of August 13, 2014 be approved as submitted by the Town Clerk.

Ayes: Barker, LaFay, Havens, Hanna  
Nays: None  
Unanimously Approved

RETIREMENT RECOGNITION  
JOHN P. GRIFFIN

Supervisor Barker recognized the retirement of John Griffin who worked for the Public Works Department for 31 years. The plaque presented to Mr. Griffin by the Town Board read as follows:

“The Town of Perinton acknowledges with respect and gratitude the 31 years of outstanding service given to the residents of our Town by John P. Griffin”.

AUTHORIZE APPOINTMENT  
TWO RECREATION LEADERS

Commissioner of Recreation and Parks Myers stated that the Recreation Department has been operating the entire summer down two full time staff members. He added that they made a conscious decision to wait until they could make permanent appointments to the positions, rather than provisional appointments. Through a lengthy process, two candidates for the Recreation Leader positions have emerged as selected candidates for the jobs.

Diana Weber is a native of Fairport, and is currently a part time employee of the department and has a Bachelor’s degree from Binghamton University, with dual majors in Mathematics and Psychology, and a minor in Health and Wellness Studies. She appeared on that school’s Deans List on three occasions. Her experience includes

counselor and supervisory positions in the Town's Summer Playground and Funzone programs, some coaching, officiating and serving as a Youth Wellness coordinator. Ms. Weber was just named the 2014 Summer Playground Program Staff Member of the Year and has experience in developing and enhancing social media accounts.

Tom Winslow is a native of Weedsport, NY and holds a Bachelor's degree in Sports Management from St. John Fisher College, and a Master's degree in Physical Education, with a teaching certificate, from Canisius College. Mr. Winslow's experience includes substitute teaching, athletic field and court construction and preparation, seasonal work in the recreation division of Auburn Correctional Facility, various managerial positions for semi-professional sports teams, and most recently, retail sales and service in the sports and leisure environment. Commissioner Myers added that all of Mr. Winslow's previous positions revolve around different aspects of the delivery of leisure services to his customers, and will bring a diversified approach to the position and department.

Commissioner Myers requested approval to have Ms. Weber and Mr. Winslow appointed as Recreation Leaders beginning Tuesday, September 2, 2014 at the rate of \$[].

Councilperson Hanna made a motion, seconded by Councilperson LaFay to approve the appointment of Diana Weber and Tom Winslow as Recreation Leaders starting on Tuesday, September 2, 2014 at the rate of \$[].

Ayes: Barker, LaFay, Havens, Hanna

Nays: None

Unanimously Approved

#### PRESENTATION RED RIBBON CAMPAIGN

Debra Tandoi, co-chair of the Fairport/Perinton Chemical Prevention Advisory Council (CPAC), appeared before the Board. Ms. Tandoi reviewed the past year's work of CPAC. CPAC was established twenty-six years ago with a mission to work with the Fairport-Perinton community to maximize resources to educate and empower youth and adults in the pursuit of the reduction of alcohol, tobacco and other drug usage by youth. Ms. Tandoi asked the Town Board to continue supporting Red Ribbon Week, which will be held October 19 through October 25, 2014.

Ms. Tandoi introduced Gwen Burns, winner of the 2014 Red Ribbon logo contest. This year's Red Ribbon campaign theme is "Love Yourself, Be Drug Free!" Supervisor Barker presented Gwen with a plaque to thank her for her efforts.

A motion was made by Councilperson Havens, seconded by Councilperson LaFay, that \$1,500 be appropriated to pay for the cost of ribbons for the annual Red Ribbon Campaign.

Ayes: Barker, LaFay, Havens, Hanna

Nays: None

Unanimously Approved

#### ANNOUNCE END OF PERMISSIVE REFERENDUM ROOFTOP HVAC UNIT PERINTON COMMUNITY CENTER

Supervisor Barker announced that the time of Permissive Referendum for the rooftop HVAC unit at the Perinton Community Center has expired.

AUTHORIZE CONSULTANT SELECTION AND  
SUPERVISOR TO SIGN AGREEMENT  
PEDESTRIAN AND BICYCLE MASTER PLAN

Code Enforcement and Development Director Doser stated that the Town received grant funding from the Genesee Transportation Council to produce a Pedestrian and Bicycle Master Plan. The purpose of this study is to develop a comprehensive and functional active transportation plan that will enhance the safety and circulation of pedestrians and bicyclists alike by providing a framework for more effective and efficient active transportation decision-making and infrastructure investment by the Town of Perinton. The Pedestrian and Bicycle Master Plan will inventory existing active transportation facilities and infrastructure, identify gaps, establish priorities for improvements, and identify strategies for long-term maintenance and enhancement of the Town's existing and future active transportation infrastructure, with the overall goal of improving safety, accessibility, and options of all ages and abilities. This plan should also highlight the potential of regional pedestrian linkages for town residents.

Mr. Doser stated that the Town of Perinton has long recognized the importance of providing the opportunity for safe and accessible walking and bicycling facilities as an enhancement to the quality of life for its residents and visitors. The 48-miles of off-road trails and over 62 miles of sidewalk underscore the value and commitment the Town places on a more active living environment. Most recently, the 2011 Update to the Perinton Comprehensive Plan continued to reinforce the importance of a community-wide safe and well-connected active transportation network. It lists numerous goals and action items that support the advancement of bicycle lanes as well as trail and sidewalk construction, placing a priority on connecting neighborhoods to local recreational and commercial destinations and establishing strong connections to the Village of Fairport and other adjoining communities. Placing an emphasis on safety and developing a balanced transportation system that includes all modes of transportation will make it easier for residents to walk and bike within the community and will make people healthier. The current demographics of Perinton suggest that the senior population is growing. As such, a priority has been placed on providing alternative methods of transportation other than conventional vehicular travel to those who choose to age in place.

Mr. Doser added that the Town published an RFP and received five formal proposals from well-known and experienced consultants. After evaluating the proposals and further interviewing three prospects, the Town selected Alta Planning & Design, an internationally recognized firm that specializes in active transportation plans. Alta has also partnered with local planning professional Matt Ingalls for additional support on this plan.

Director Doser asked that the Town Board approve the consultant selection and authorize the Town of Perinton to enter into an agreement with Alta Planning and Design to produce the Pedestrian and Bicycle Master Plan for an amount of \$71,418.

Commissioner Beck added that the \$71,418 is completely covered by the grant funding received by the Town. Councilperson Hanna asked whether any other Monroe County Towns have already done a plan like this and Mr. Doser stated that Greece, Penfield, Pittsford, Brighton have either completed or are in the process of creating a plan. Councilperson Hanna asked whether Alta has been involved with any of these and Commissioner Beck stated that he believes that they are doing either Greece or Chili's plan currently and that Alta does work all over New York State.

Councilperson Hanna made a motion, seconded by Councilperson Havens to approve the consultant selection and authorize the Town of Perinton to enter into an

agreement with Alta Planning and Design to produce the Pedestrian and Bicycle Master Plan for an amount of \$71,418.

Ayes: Barker, LaFay, Havens, Hanna  
Nays: None  
Unanimously Approved

AUTHORIZE DECLARATION OF SURPLUS EQUIPMENT  
INFORMATION TECHNOLOGY

Supervisor Barker stated that the Town Board has a memo from James Donahue in the IT Office requesting that surplus IT equipment and supplies be declared surplus so that it may be recycled or discarded.

Councilperson LaFay made a motion, seconded by Councilperson Hanna to declare the itemized list of surplus Information Technology equipment and supplies as surplus and authorize its recycling or disposal.

Ayes: Barker, LaFay, Havens, Hanna  
Nays: None  
Unanimously Approved

APPROVE CHANGE ORDER #1  
O'CONNOR ROAD RELOCATION PROJECT

DPW Commissioner Beck presented a change order which consisted of 19 items that have been deducted and 20 items that have been added to the original contact bid amount for the O'Connor Road Relocation Project as submitted by Keeler Construction. Taking into consideration the dollar value associated with each, the total cost for this Change Order is **\$11,281.96**. Commissioner Beck added that although this change, initially, is a net increase in the cost for construction, it appears that the final cost of this project will remain approximately \$5,000.00 under the contract bid amount of \$1,463,772.75. This is due to additional underruns in various items, which will be detailed in the final Over/Under Change Order that will be submitted for approval when the project is closed-out.

The following list describes those Pay Items that have been **removed or deducted** from the contract to complete the O'Connor Road Re-alignment Project:

**DEDUCTED ITEMS:**

1. **Item- Reuse Contaminated Soil:** \$1,456.00 is proposed to be **deducted** from the Contract. All contaminated soil discovered was excavated and hauled off-site. The analytical readings were above thresholds to be re-used onsite.
2. **Item – Top Course Asphalt:** \$4,144.00 is proposed to be **deducted** from the Contract. Not all of the Estimated Quantity was needed to complete the required contract work.
3. **Item – Asphalt Plant Quality Adjustment:** \$1,495.00 is proposed to be **deducted** from the Contract. All of the plant certification had a QAF factor of 1.0 with no adjustment for Top Course.
4. **Item – Binder Course Asphalt:** \$7,200.00 is proposed to be **deducted** from the Contract. Not all of the Estimated Quantity was needed to complete the required contract work.

5. **Item – Asphalt Plant Quality Adjustment:** \$1,820.00 is proposed to be **deducted** from the Contract. All of the plant certification had a QAF factor of 1.0 with no adjustment for Binder Course.
6. **Item – Base Course Asphalt:** \$15,477.00 is proposed to be **deducted** from the Contract. Not all of the Estimated Quantity was needed to complete the required contract work.
7. **Item – Asphalt Plant Quality Adjustment:** \$3,510.00 is proposed to be **deducted** from the Contract. All of the plant certification had a QAF factor of 1.0 with no adjustment for Base Course.
8. **Item – Diluted Tack Coat:** \$1,200.00 is proposed to be **deducted** from the Contract. Not all of the Estimated Quantity was needed to complete the required contract work.
9. **Item – Plastic Barrier Fence:** \$1,875.00 is proposed to be **deducted** from the Contract. This item was not needed for the contract. Trees noted for protection were outside the work area and did not require barrier protection.
10. **Item – Remove / Re-install Wood Fence:** \$1,190.00 is proposed to be **deducted** from the Contract. Not all of the Estimated Quantity was needed to complete the required contract work.
11. **Item – Embedded Detectible Warning Units:** \$1,665.00 is proposed to be **deducted** from the Contract. This is due to the Town requesting the embedded style warning units to be replaced with surface-applied detectable units.
12. **Item – Cast in-place Concrete Curb:** \$8,903.00 is proposed to be **deducted** from the Contract. This work was proposed for the Friendly's / 7-11 property was going to be in conflict with the new CVS Development.
13. **Item – Decorative Street Light & Pole:** \$42,000.00 is proposed to be **deducted** from the Contract. A new street light was selected; different from what was bid. This work is being replaced by a new item (see below).
14. **Item – 4" Rigid Plastic Conduit:** \$2,400.00 is proposed to be **deducted** from the Contract. Not all of the Estimated Quantity was needed to complete the required contract work.
15. **Item – Electric Pull Boxes:** \$2,200.00 is proposed to be **deducted** from the Contract. Not all of the Estimated Quantity was needed to complete the required contract work.
16. **Item – Lamppost Removal:** #2,205.00 is proposed to be **deducted** from the Contract. This work was completed by to the start of construction by the Town.
17. **Item – Highway Lighting:** \$6,000.00 is proposed to be **deducted** from the Contract. A new street light was selected for the mast arm pole; different from what was bid. This work is being replaced by a new item (see #6 below).
18. **Item – Pedestrian Signal Module:** \$2,240.00 is proposed to be **deducted** from the Contract. The decrease is due to changes requested by NYSDOT Traffic Group. This work is being replaced by a new item (see # 9 & #10 below).
19. **Item – Pedestrian Count-Down Timer:** \$1,200.00 is proposed to be **deducted** from the Contract. The decrease is due to changes requested by NYSDOT Traffic Group. This work is being replaced by a new item (see #11 below).

The total deduct value being removed from the Original Contract Amount is **\$108,180.00.**

The following list describes those Pay Items that have been **added** to the contract to complete the O'Connor Road Re-alignment Project:

**ADD ITEMS:**

1. **Item – Surface Applied Detectable**: \$2,695.57 is proposed to be **added** to the Contract. This increase is a result of replacing the embedded style detectable warning devices with surface applied devices.
2. **Item – Crushed Stone**: \$10,457.17 is proposed to be **added** to the Contract. This increase is a result in an overrun in the stone item due to poor soil conditions.
3. **Item – Pin & ROW Marker**: \$4,712.40 is proposed to be **added** to the Contract. This increase is a result of the work being inadvertently left out of the bid proposal.
4. **Item – Decorative Street Light & Pole**: \$53,721.78 is proposed to be **added** to the Contract. This increase is due to the Town selecting a different decorative street light.
5. **Item – 2” Rigid Plastic Conduit**: \$311.200 is proposed to be **added** to the Contract. This increase is due to the fact that the 4” conduit will not fit into the new traffic control base.
6. **Item - Highway Lighting**: \$2,916.40 is proposed to be **added** to the Contract. This increase is due to the selection of a different luminaire on the mast arm poles at the new intersection.
7. **Item – 2’ Metal Conduit**: \$1,519.80 is proposed to be **added** to the Contract. This increase is due to a change where the power supply for the traffic controller cabinet will be in a separate conduit from the traffic signal power supply.
8. **Item – 2” Metal Conduit Riser Assembly**: \$2,042.84 is proposed to be **added** to the Contract. This increase is due to a change in the conduit run for the street lights, which was in conflict with existing utilities and the existing sidewalk.
9. **Item – Pedestrian Signal Module**: \$1,030.48 is proposed to be **added** to the Contract. This increase is due to a change in the approved plans by NYSDOT Traffic/Safety Group.
10. **Item – Pedestrian Signal**: \$2,497.44 is proposed to be **added** to the Contract. This increase is due to a change in the approved plans by NYSDOT Traffic/Safety Group. The preferred type of signal changed.
11. **Item – Pedestrian Count-Down Timer**: \$1,074.24 is proposed to be **added** to the Contract. This increase is due to a change in the approved plans by NYSDOT Traffic/Safety Group. The preferred type of count-down timer changed.
12. **Item – Traffic Signal Backplates**: \$1,666.40 is proposed to be **added** to the Contract. This increase is due to a change in the approved plans by NYSDOT Traffic/Safety Group.
13. **Item – Pedestrian Pushbutton Station**: \$760.67 is proposed to be **added** to the Contract. This increase is due to a change in the approved plans by NYSDOT Traffic/Safety Group.
14. **Item – Electrical Disconnect**: \$239.60 is proposed to be **added** to the Contract. This increase is due to a change in the approved plans by NYSDOT Traffic

Engineer. They would like to be able to supply temporary power to the intersection in case of a system-side outage.

15. **Item – Electric Meter Pan:** \$411.88 is proposed to be **added** to the Contract. This increase is due to a change in the approved plans by NYSDOT Traffic Engineer. They would like to be able to meter the electric usage at the traffic signal.

16. **Item – Stone Curb Route 31F (South-side):** \$29,000.01 is proposed to be **added** to the Contract. This work was requested by the Town after re-evaluating the condition and look of the existing curb on the south-side of Route 31F.

17. **Item – Cobbles & Filter Fabric:** \$685.65 is proposed to be **added** to the Contract. This work was requested by the Town to replace hardwood mulch with cobbles within the Bio-retention area. The basis for this change was aesthetic and future maintenance concerns.

18. **Item – Removal of Hydraulic Lift:** \$2,106.83 is proposed to be **added** to the Contract. This increase is due to the removal of an unidentified buried automotive lift within the former Hess Station.

19. **Item – Relocate Existing Pull Box:** \$469.06 is proposed to be **added** to the Contract. This increase results from a pull box having to be re-adjusted to be between the new stone curb and the new sidewalk.

20. **Item – Transfer Base and Conduit:** \$1,142.54 is proposed to be **added** to the Contract. This increase results from a change in the power supply configuration for the new street lights and traffic control signals.

The total increased value being added to the Original Contract Amount is **\$119,461.96.**

A motion was made by Councilperson LaFay, seconded by Councilperson Havens, that the above change work order be approved as recommended by Commissioner Beck. Each is the result of a change in conditions and was not foreseen in the original plans.

Ayes: Barker, LaFay, Havens, Hanna  
Nays: None  
Unanimously Approved

APPROVE INTER-MUNICIPAL AGREEMENT  
BETWEEN TOWNS, VILLAGES AND VARIOUS MONROE COUNTY  
AGENCIES RELATIVE TO STORMWATER COALITION OF MONROE COUNTY

DPW Commissioner Beck presented the new inter-municipal agreement for the Stormwater Coalition of Monroe County. The former agreement expires on December 31, 2014. This new agreement is for a five (5) year term, expiring on December 31, 2019. Generally, speaking, the new agreement is similar to the former, except there have been minor revisions or clarifications made to the following Sections:

- Section 4 (Responsibilities of the Coalition): The new agreement indicates that the County will serve as the fiscal agent of the Coalition and will provide and pay for staffing services to the Coalition.
- Section 5 (Coalition Officer Responsibilities): The new agreement defines the make-up of the Executive Committee, which has been increased from a 5-member committee to a 7-member committee.

Commissioner Beck stated that Exhibit Pages “A”, “B”, & C of this agreement have been intentionally left blank. These pages will eventually be the place holders for the Town Board’s Resolution, the County Legislature’s Resolution, and other

Agency Member's Resolution accepting this Inter-Municipal Agreement. This new Inter-Municipal Agreement has been reviewed and approved by the County's Legal Department and Town Attorney Bob Place.

Commissioner Beck stated that the Town of Perinton owns a stormwater management system which consists of ponds, pipes, drain inlets and because of the population of Perinton and the region we live in we are titled an MS4 (municipal stormwater operator). Because we are so designated, the Town needs to comply with the Federal regulations. The coalition allows the Town to be more cost effective in the reporting, data gathering, GIS mapping, education and marketing with the cooperative effort. Monroe County also has two full time staff members working on this annually.

Commissioner Beck requested that the Town Board approve the following agreement and authorize the Supervisor to sign the agreement.

The following Intermunicipal agreement resolution was offered by Councilperson Hanna, seconded by Councilperson LaFay:

**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; HAMLIN, 1658 Lake Road, Hamlin, NY 14464; 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, Rochester, NY 14526; PERINTON, 1350 Turk Hill Road, Fairport, NY 14450; PITTSFORD, 11 S. Main Street, Pittsford, NY 14534; RIGA, 6460 E. Buffalo Road, Churchville, NY 14428; SWEDEN, 18 State Street, Brockport, NY 14420; 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; CHURCHVILLE, 23 E. Buffalo Street, Churchville, NY 14428; 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 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, a copy of said Resolutions are attached hereto as Exhibit "A"; 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

WHEREAS, the Organization Member by Resolution or Ordinance, authorized said organization to enter into such Intermunicipal Agreement and authorized a designated signatory to execute said Agreement on behalf of said organization, a copy of said Resolution or Ordinance is attached as Exhibit "C"; 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, 2015 through December 31, 2019. 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. 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.
- C. 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.

D. 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 fee schedule is included in this Agreement as Exhibit "D".

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 prior to the execution of any contract and/or any release of any funds by the County Executive or his/her designee.

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.

Ayes: Barker, LaFay, Havens, Hanna  
Nays: None  
Unanimously Approved

AUDIT APPROVAL

A motion was made by Councilperson Havens, seconded by Councilperson LaFay that Audit #8 for August 2014 be approved for the Town of Perinton, pursuant to Town Law, and the Town Clerk presented duly verified bills as follows:

AUGUST AUDIT

General Fund	105,288.83
Town Outside of Village	72,156.96
Recreation	105,636.56
Highway General Repair	691,173.61
Highway Snow and Miscellaneous	63,599.75
Joint Sewer	51,305.07
Trust & Agency	140.65
BB Fire Protect Dist	93.07
Egypt Fire Protect Dist	222.32
Fairmont Hills Maint Dist	1,769.50
Wisteria Grove Maint Dist	1,000.00
Basin Canal Port	34,865.79
O'Connor Road Relocation Proj	156,945.57

Indian Valley Sewer Proj	<u>1,250.00</u>
	\$1,285,447.68 Total

The above items were numbers 94175-94414.

AUGUST MANUAL 1

General Fund	87,305.28
Town Outside of Village	6,141.49
Recreation	31,902.59
Joint Sewer	9,482.79
Midlands Lighting Dist	424.49
Lake Lacoma Lighting Dist	14.53
Meadows Lighting Dist	449.65
Deer Run Lighting Dist	1,454.43
Misty Meadows Lighting Dist	<u>114.73</u>
	\$137,289.98 Total

The above items were numbers 94139-94149 and 94170-94173.

Ayes: Barker, LaFay, Havens, Hanna  
Nays: None  
Unanimously Approved

There being no further business before the Board and no further questions from the audience, the meeting was adjourned at 8:35 pm.

Respectfully submitted,

Jennifer A. West  
Town Clerk