

**MINUTES OF THE ONTARIO-WAYNE STORMWATER COALITION  
VICTOR TOWN HALL  
NOVEMBER 20, 2018**

**PRESENT:** Elaine Borgeest-OCSWCD, Alaina Robarge-OCSWCD, Megan Webster-OCSWCD, Scott Allen-Town of Macedon, Brian Frey-Wayne County Highway, Keith Maynard II-Town of Victor, Kim Boyd-BME, John Berry-Ontario County Highway, Paul Crandall-Town of Farmington, Don Giroux-Town of Farmington, Adam Cummings-Town of Ontario, Al Benedict-Town of Victor, Luke Scannell-DEC.

Chairman Frey called the meeting to order at 9:35 am.

**MINUTES**-Chairman Frey asked for any changes/corrections to the minutes, under Causewave motion remove "annually" after \$2,000.00.

**Motion:** Paul Crandall seconded by Keith Maynard

**Resolved:** The minutes of October 16, 2018 are approved with the above mentioned change.

All yes, carried.

**CAUSEWAVE CONTRACT**

Kim Boyd will email the contract to Brian Frey when she receives it; the contract was approved at the last meeting. The members should have a target e-mail list of residents to be distributed. The list should be sent out for review and approval before the next meeting.

**2019 BUDGET**

Brian presented a draft 2019 budget; after a brief discussion, the following motion was offered:

**Motion:** Scott Allen seconded by Keith Maynard

**Resolved:** The 2019 budget is approved as written (See attached item #1).

All yes, carried.

Luke Scannell stated there may be one audit scheduled for one of the members of the coalition.

**2019 BME CONTRACT**

**Motion:** Scott Allen seconded by Paul Crandall

**Resolved:** The 2019 BME Contract is approved as presented (See attached item # 2).

All yes, carried.

**BROCHURES**

**Motion:** Paul Crandall seconded by Scott Allen

**Resolved:** The coalition approves the purchase of approximately 1800 brochures for a total cost of \$180.00.

All yes, carried.

**PROMOTIONAL MATERIALS**-Alaina made a suggestion of purchasing more promotional materials this year and in 2019. She suggested sponges, bucket, pet waste, etc. Megan suggested workshops/outreach events scheduled with the District and the Coalition for rain barrels and/or garden pollinators. Megan stated that the District would be looking for grant funding for the events. Megan also will search for blue barrels (Constellation Brands); Kim suggested Genesee Brewery may also be a source. Logo stickers should be included in the search process.

**Motion:** Keith Maynard seconded by Paul Crandall

**Resolved:** The coalition approves the purchase of promotional materials (bag clips and pet bags) this year not to exceed \$3100.00 which would include the previous motion of \$180.00 for the brochures.

All yes, carried.

Next year the possible purchase of reusable bags and/or sponges with buckets is a possibility.

### INTERN

After a short discussion, Megan will contact Joe Maioli to determine if he is interested in the Intern position for 2019. If not a committee consisting of the following will advertise for the intern position (Paul, Scott, Megan and John Berry if needed). Chairman Frey reminded everyone to have a work plan in place for the intern.

### IDDE

Kim and Alaina will be presenting a power point presentation; contact either one to set up a time and place.

### BILLS

Motion: Scott Allen seconded by Paul Crandall

Resolved: The bills for OCSWCD-\$1,050.00; Managed Service Team-\$105.00 and Wayne County Highway-\$200.00 are approved.

All yes, carried.

### TREASURER REPORT

Motion: Scott Allen seconded by Paul Crandall

Resolved: The treasurer report for October in the amount of \$76,086.39 is approved.

All yes, carried.

### ADJOURNMENT

Motion: Scott Allen seconded by Paul Crandall

Resolved: The meeting was adjourned at 10:20 am.

All yes, carried.

The next meeting will be January 15, 2019 to be held at the Walworth Town Hall.

Elaine Borgeest, Recording Secretary

#1

11/20/18

**MS4 Coalition Budget (3 YEAR PLAN)**

Year	2019	2020	2021
<b>Anticipated Revenues (Town \$5000 / Village \$2500)</b>	37,500	37,500	37,500

<b>Webpage</b>			
Website Updates (Elaine & Linda)	1000	1000	1000
Hosting & Domain	500	500	500
Sub Total	<b>1500</b>	<b>1500</b>	<b>1500</b>

<b>TRAINING</b>			
Training Assistance (Stormwater Related Courses / 4 hr course) Each member receives \$500 to use towards stormwater training of choice	\$3,200	\$3,200	\$3,200
Sub Total	<b>\$3,200</b>	<b>\$3,200</b>	<b>\$3,200</b>

<b>MARKETING / COMMUNITY INVOLVEMENT / OUTREACH</b>			
Signage / Catch Basin Markings	1000	1000	1000
Promotional Materials	6000	6000	6000
Causeway Contractor Services (1 yr Survey)	2000		
Clean Up Day Sponsorships (pet waste bags, boyscout & community groups)	800	800	800
Sub Total	<b>9800</b>	<b>7800</b>	<b>7800</b>

<b>AUDITS</b>			
EPA / DEC Audit Assistance (up to \$6000 per year per member, maximum 2 members per year) Does not include self audits within municipality.	12000	12000	12000
Sub Total	<b>12000</b>	<b>12000</b>	<b>12000</b>

<b>WQIP Grant</b>			
Grant Manintenance Fees	23,000	12000	12000
Sub Total	<b>23,000</b>	<b>12,000</b>	<b>12,000</b>

<b>BME ADMINISTRATION</b>			
DEC Permit Assistance	2500	2500	2500
Consultation / Stormwater Meetings	2500	2500	2500
Municipal MS4 Meetings (Towns, Villages, Counties)	3000	3000	3000
Public Outreach - BME	500	1000	1000
Technical Assistance	4000	4000	4000
Annual Report Preparation / Submission	3500	3500	3500
3 Year Strategic Planning	3500	3000	3000
Sub Total	<b>19500</b>	<b>19500</b>	<b>19500</b>

**SUMMER INTERN**

Salary	8500	9000	9500
Cell Phone Stipend	100	100	100
Mileage	1200	1200	1200
Sub Total	<b>9800</b>	<b>10300</b>	<b>10800</b>

**OCSWCD**

Record Keeping	4000	4000	4000
OCSWCD Alaina (School visits, Town Hall visits, public education & outreach, etc) - Approx 170 hrs	5000	5000	5000
Internal Audit	500	500	500
Sub Total	<b>9500</b>	<b>9500</b>	<b>9500</b>

Total	\$88,300	\$75,800	\$76,300
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Current Balance as of 10/11/2018	\$76,086.39
October Invoices / Bills	\$1,250.00
Revenue from Dues	<u>\$37,500.00</u>
Total	<u>\$114,836.39</u>

#2

**PROFESSIONAL SERVICES CONTRACT**  
**For**  
**MS4 CONSULTATION SERVICES**

October 15, 2018

Ontario-Wayne County Stormwater Coalition  
 c/o Mr. Brian Frey  
 480 North Main Street  
 Canandaigua, New York 14424

**Scope of Services / Estimated Fees:**

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** ..... **\$3,500** ✓

2. Attend scheduled Coalition meetings to include budget and committee meetings.

**Estimated Fee** ..... **\$2,500** ✓

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 individual MS4 elected officials or employees as necessary or as 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** ..... **\$500** ✓

6. Provide technical assistance and guidance as requested, including but not limited to IDDE research, Causewave Community Partners, and the six minimum control measures.

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

7. Preparation of a 3-year Strategic Plan for the Coalition to include planning, monitoring, updating, and reporting the status of the plan to the Coalition.

**Estimated Fee**.....**\$3,500**

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, 2019 through December 31, 2019. 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.

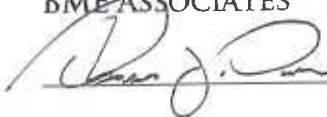
**Successors and Assigns:**

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 attorneys 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  
11/20/13  
\_\_\_\_\_  
Date

BME ASSOCIATES  
  
\_\_\_\_\_  
10/16/13  
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