

VILLAGE OF PORT DICKINSON
Village Board Meeting Agenda
February 10, 2015
6:00 pm
Port Dickinson Village Hall

APPROVAL OF MINUTES: January 13, 2015

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS: Abstract #9 (2014-2015)

1. No. as listed on the Abstract of Unaudited vouchers for the General Fund for \$
2. No. as listed on the Abstract of Unaudited vouchers for the Water Fund for \$
3. No. as listed on the Abstract of Unaudited vouchers for the Sewer Fund for \$

COMMUNICATIONS:

1. Certificate of Liability Insurance from Time Warner Cable
2. Certificate of Liability Insurance from Girl Scouts of NYPENN Pathways Inc

COMMITTEE REPORTS:

Administration/Code Enforcement/Community Association – James DeGennaro, Trustee
Planning Board –
Parks/Public Works – Robert Aagre, Trustee
Public Safety – Michael Cashman, Trustee
Water/Sewer – Charles Harding, Trustee
Zoning Board of Appeals

OLD BUSINESS:

RESOLUTIONS FOR APPROVAL:

1. Resolution authorizing the Mayor to sign the INTERMUNICIPAL AGREEMENT TO FORM THE BROOME-TIOGA STORMWATER COALITION FOR FEDERAL PHASE II MS4 STORMWATER REGULATION IMPLEMENTATION IN BROOME AND TIOGA COUNTIES

NEW BUSINESS/DISCUSSION:

ADJOURNMENT

**INTERMUNICIPAL AGREEMENT
TO FORM THE BROOME-TIOGA STORMWATER COALITION FOR
FEDERAL PHASE II MS4 STORMWATER REGULATION IMPLEMENTATION
IN BROOME AND TIOGA COUNTIES**

March 2014

An INTERMUNICIPAL AGREEMENT among municipal corporations of the County of Broome, Edwin L. Crawford Building, 44 Hawley St, PO Box 1766 and the County of Tioga, 56 Main Street, Owego NY 13827, hereinafter referred to as “Counties” and the City of Binghamton, 38 Hawley Street, Binghamton NY 13901, hereinafter referred to as “City” and the Town of Binghamton, 279 Park Avenue, Binghamton NY 13903, the Town of Chenango, Chenango Town Hall, 1137 Front Street, Binghamton NY 13905, the Town of Conklin, PO Box 182, 1271 Conklin Rd, Conklin NY 13748, the Town of Dickinson, 531 Old Front Street, Binghamton NY 13905, the Town of Fenton, 44 Park Street, Port Crane NY 13833, the Town of Kirkwood, 70 Crescent Drive, Kirkwood NY 13795, the Town of Owego, 2354 State Route 434, Apalachin, NY 13732, the Town of Union, 3111 E Main Street, Endwell NY 13760, the Town of Vestal, 605 Vestal Parkway W, Vestal NY 13850, hereinafter referred to as “Towns”, and the Village of Endicott, 1009 E Main Street, Endicott NY 13760, the Village of Johnson City, 243 Main Street, Johnson City NY 13790, and the Village of Port Dickinson, 786 Chenango Street, Binghamton NY 13901, hereinafter referred to as “Villages”.

WHEREAS, Broome County and Tioga County are responsible for coordination of water quality management activities in their Counties through the Broome and Tioga County Water Quality Coordinating Committees and;

WHEREAS, the Phase II federal stormwater regulations require that small municipal separate storm sewer systems must be authorized in accordance with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems; and;

WHEREAS, the Phase II federal stormwater regulations require that regulated small municipal separate storm sewer system operators 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 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 Counties, Towns, Villages and City have an interest in protecting water quality and have been participating in or following the work of the Broome-Tioga Stormwater Coalition and;

WHEREAS, the Towns and Villages and City and the Counties of Broome and Tioga recognize the benefits of cooperating to achieve improved water quality and flood control, and;

WHEREAS, a Broome-Tioga Stormwater Coalition started has been holding meetings since January of 2003 to identify and analyze options for pooling resources to meet the requirements of the Phase II Federal Stormwater Regulations, and;

WHEREAS, the Broome-Tioga Stormwater Coalition provides participating MS4 communities with access to public education programming, public participation events, training opportunities, collaborative annual reporting, and other services, and;

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

1. To continue participation as formal members of the Broome-Tioga Stormwater Coalition.

2. To contribute an annual fee of \$1000.00 toward the implementation of Broome-Tioga Stormwater Coalition projects and programming to be submitted by March 10th of each year, the beginning of the MS4 annual reporting period, to be submitted to Southern Tier East Regional Planning Development Board per their role in BTSC administration.
3. To authorize the work of the Broome-Tioga Stormwater Coalition whose purpose it is to cooperatively implement the MS4 Stormwater Management Plans required by the DEC's Phase II Stormwater regulations and thereby oversee the utilization and expenditure of funds received on behalf of the Coalition for said purpose.
4. Each municipal corporation will designate an official representative to serve on the Broome-Tioga Stormwater Coalition. The designee shall be responsible to attend and participate in meetings of the Coalition and to transmit stormwater policy issue questions to their 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.
5. 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.
6. Each municipal corporation shall, to the extent of its general commercial liability insurance, indemnify and hold harmless the other municipal corporations, its officers, agents and assigns for all liability arising as a result of its own acts and omissions regarding the activities under this Agreement. It is understood and agreed that no municipal corporation shall indemnify any or all of the other municipal corporations for liability arising as a result of the acts or omissions of another municipal corporation who is a party to this Agreement.
7. 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.
8. This agreement shall become effective upon the municipal corporation's execution of the Agreement. In the event that not all of the municipal corporations identified in the initial paragraph of this Agreement execute the Agreement, the municipal corporations executing the Agreement agree that it shall be binding as to them.
9. Any municipal corporation may withdraw from this Agreement upon sixty (60) days written notice to the other municipal corporations who are parties to the Agreement. The withdrawal of one or more municipal corporation shall not result in the termination of this Agreement and its provisions shall continue to be applicable to the municipal corporations remaining parties to the Agreement.
10. This Agreement may be terminated upon the written consent of a majority of the municipal corporations who are parties to this Agreement at the time of the proposed termination.

IN WITNESS WHEREOF the signatories of this agreement hereby authorize this Memorandum of Understanding:

Date
Debra A. Preston, Broome County Executive

Date
Martha C. Sauerbrey, Tioga County Legislature Chair

Date
Richard C. David, City of Binghamton Mayor

Date
Timothy P. Whitesell, Town of Binghamton Supervisor

Date
Hal Snopek, Town of Chenango Supervisor

Date
James E. Finch, Town of Conklin Supervisor

Date
Michael Marinaccio, Town of Dickinson Supervisor

Date
David C. Hamlin, Town of Fenton Supervisor

Date
Gordon E. Kniffen, Town of Kirkwood Supervisor

Date
Donald Castellucci, Jr., Town of Owego Supervisor

Date
Rose A. Sotak, Town of Union Supervisor

Date
W. John Schaffer, Town of Vestal Supervisor

Date
John Bertoni, Mayor of Village of Endicott

Date
Gregory W. Deemie, Mayor of Village of Johnson City

Date
Kevin M Burke, Mayor Village of Port Dickinson