

Evans Town Board

At a regular meeting of the Town Board of the Town of Evans, held at the Evans Town Hall, 8787 Erie Road, Angola, New York on Wednesday, November 3, 2010 at 7:00pm there were:

PRESENT:	Keith E. Dash	Councilman
	Paul T. Cooper	Councilman
	Francis J. Pordum	Supervisor
ALSO PRESENT:	Jonica B. DiMartino	Town Clerk
	J. Grant Zajas	Town Attorney
	Jeanne C. Ebersole	Assessor
	Charles LaBarbera	Building Dept. Head
	Lori Szewczyk	Dir. of Community Development
	Drew Eszak	Dir. of Finance
	Edward Michalski	Highway Superintendent
	Ernie Masullo	Police Chief
	Julie Roach	Seniors Dept. Head
	Patrick Conrad	St. Pt. Marina Dept. Head/Parks Dept.
	Peggy Manning	Supervisor's Dept.
	Gary Noel	Water Dept.
EXCUSED:	Sandra Brant	Dir. of Planning
	Rob Klavoon	Wendel Duchscherer

RESOLUTION 2010-229 Approve Minutes

Supervisor Pordum moved and Councilman Cooper seconded that the reading of the minutes of the meeting of October 20, 2010 be dispensed with and approved as submitted by the Town Clerk.

VOTE RESULT: ADOPTED
 AYES - Dash, Cooper, Pordum
 NAYS - none

Public Comment on Meeting Agenda Items

1. Marie O'Connor, 8818 Lake Shore Rd, requested a discussion to amend be brought up in regards to the resolution concerning the negative SEQRA declaration for the LWRP, approved at the October 20, 2010 meeting. She also requested a review and clarification of the Stormwater Annual Coalition report prior to approving resolution to sign MOA with the WNY Stormwater Coalition at tonight's meeting.

Supervisor Pordum read the Public Notice 2010 30-day period for Inclusion of Lands into an Agricultural District from ECDEP.

RESOLUTION 2010-230 Town Clerk Reports

Councilman Cooper moved, and Councilman Dash seconded to approve the Town Clerk Reports as follows:

October 2010

1. Water Receipts \$90,310.52
2. Interest Earned \$35.38

VOTE RESULT: ADOPTED BY ROLL CALL
 Councilman Dash aye
 Councilman Cooper aye
 Supervisor Pordum aye

RESOLUTION 2010-231 Authorize Supervisor to Sign Memorandum of Agreement with the Western New York Stormwater Coalition

Councilman Cooper moved and Councilman Dash seconded,

WHEREAS, the Town of Evans has the designation of a Municipal Separate Storm Sewer System (MS4), and

WHEREAS, the Town of Evans has been a member of the Western New York Stormwater Coalition (WNYSC) since January 1, 2006,

WHEREAS, the current agreement with the WNYSC expires December 31, 2010,

NOW THEREFORE BE IT RESOLVED, that the Town of Evans Supervisor is hereby authorized to enter into a Memorandum of Agreement (Attachment A) with the Western New York Stormwater Coalition for the term December 31, 2010 to December 31, 2015.

VOTE RESULT: ADOPTED
 AYES- Dash, Cooper, Pordum
 NAYS- none

RESOLUTION 2010-233 Set Public Hearing for Proposed Local Law #3 of the Year 2010- Amending Chapter 57, Article I- Dogs

Councilman Dash moved and Councilman Cooper seconded,

RESOLVED, that the Town Board of the Town of Evans authorizes the Town Clerk to advertise for a Public Hearing to be held on December 15, 2010 at 7:15pm for the consideration by the Town Board of adoption of proposed local law number 3 of the year 2010, amending and/or replacing Chapter 57 Town Code, "ANIMALS", a copy of which local law then proposed, will be available for inspection at the office of the Town Clerk.

VOTE RESULT: ADOPTED BY ROLL CALL
 Councilman Dash aye
 Councilman Cooper aye

Supervisor Pordum aye

RESOLUTION 2010-234 Suspend the Rules for the Purpose of Including Two (2) Separate Resolutions

Supervisor Pordum moved and Councilman Dash seconded to suspend the rules for inclusion of two separate resolutions to take action on.

VOTE RESULT: ADOPTED
 AYES- Dash, Cooper, Pordum
 NAYS- none

RESOLUTION 2010-232 Opposition to Proposed Reduction in Funding & Hours of Operation at the Angola Public Library**

Supervisor Pordum moved and Councilman Dash seconded,

WHEREAS, there is one public library located in the Town of Evans, Village of Angola, the Angola Public Library at 34 North Main Street, Angola, New York, and

WHEREAS, these libraries are operated by the Buffalo & Erie County Public Library System with funding from the County of Erie, and

WHEREAS, in the proposed 2011 Erie County budget, County Executive Chris Collins has cut funding for the library system by \$4 million, and

WHEREAS, these budget cuts would severely affect the hours of operation of the library located in the Town of Evans, Village of Angola, hours at the Angola Public Library would be reduced to three (3) days/sixteen (16) hours per week; and

WHEREAS, these cuts would result in reduced access to books, computers and after-school programs, and

WHEREAS, figures from the Angola Public Library Board show that the library in the Town of Evans, Village of Angola are heavily used, and that use of this library is higher in 2010 than ever, especially computer usage, and

WHEREAS, many low-income elderly and youth utilize this library on a frequent basis to enrich their lives and for educational purposes; many of these individuals do not have the money to purchase books or computers; those who need the libraries most will suffer most, and

WHEREAS, many Town residents have come to rely on this library, and

WHEREAS, this Evans Town Board is opposed to the proposed reduction in funding and hours of operation at the Angola Public Library, NOW, THEREFORE, BE IT

RESOLVED, that the Evans Town Board hereby memorializes the Erie County Executive and Erie County Legislature to restore funding in the proposed 2011 County budget to fund the public library system, and to continue the existing hours of operation of the Angola Public Library, and BE IT FURTHER

RESOLVED, that the Evans Town Clerk be and hereby is directed to forward certified copies of this resolution to Erie County Executive Chris Collins, County of Erie Legislative Chairwoman, Barbara Miller-Williams, Erie County Legislator, Lynne Dixon , the Clerk of the Erie County Legislature, and Mary Jane Truby, Director of the Angola Public Library

VOTE RESULT: ADOPTED
Ayes- Dash, Cooper, Pordum
Nays- none

RESOLUTION 2010-235 Water Bill Adjustment

Councilman Dash moved and Supervisor Pordum seconded,

RESOLVED: that an adjustment be made to the following account because of water problem.

- | | | |
|----|---------------|----------------------------------|
| 1. | Wirth, John | Account# 03020969 |
| | 9386 Fairview | Adjustment- \$11.62 penalty only |

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Dash aye
Councilman Cooper aye
Supervisor Pordum aye

RESOLUTION 2010 -236 Committee and Department Head Reports

Supervisor Pordum moved and Councilman Dash seconded to approve the Committee and Department Head Reports as reported.

VOTE RESULT: ADOPTED
AYES- Dash, Cooper, Pordum
NAYS- none

RESOLUTION 2010-237 Audit of Bills

Councilman Dash moved and Councilman Cooper seconded,

BE IT RESOLVED, that all properly audited bills be paid forth out of their respective accounts as set forth in the abstracts brought forth on November 3, 2010

Date: 10/20/2010

Abstract No. 19
 Voucher No. 2116-2246
 Prepaid: 54, 55

GENERAL	125,391.76
PART TOWN	16,977.60
HIGHWAY DA	0.00
HIGHWAY	87,357.04
WATER	97,769.08
CAPITAL PROJECTS	166,299.05
SPECIAL DISTRICTS	83,513.05
DEBT SERVICE	0.00
COMMUNITY DEVELOPMENT	
TOTAL	577,307.58

Date: 11/03/10
 Abstract No. 20
 Voucher No. 2248-2319
 Prepaid: 56, 57, 58

GENERAL	29,086.43
PART TOWN	16,464.79
HIGHWAY DA	0.00
HIGHWAY	13,269.33
WATER	4,979.06
CAPITAL PROJECTS	88,724.00
SPECIAL DISTRICTS	25,913.43
DEBT SERVICE	0.00
COMMUNITY DEVELOPMENT	
TOTAL	178,437.04

VOTE RESULT: ADOPTED BY ROLL CALL
 Councilman Dash aye
 Councilman Cooper aye
 Supervisor Pordum aye

RESOLUTION 2010-238 Adjournment

Councilman Dash moved and Supervisor Pordum seconded to adjourn to a Work Session on Wednesday, October 27, 2010 @ 6:00pm then to an Agenda Meeting on Monday, November 15, 2010 @ 6:30pm and a regular Town Board meeting immediately following at 7:00pm.

VOTE RESULT: ADOPTED
 AYES- Dash, Cooper, Pordum

NAYS- none

****Please note that Resolution 2010-232 for the Library is out of sequence, because the certified resolution needed to go out immediately and the resolution was assigned a number figured in closely to where it would be placed in the minutes.**

These minutes are an unofficial copy unless the original signature of the Town Clerk is affixed below. The original official paper minutes are stored in the Town's vault.

Respectfully Submitted,

**Jonica B. DiMartino
Town Clerk
Town of Evans**

**MEMORANDUM OF AGREEMENT
WESTERN NEW YORK STORMWATER COALITION**

This MEMORANDUM OF AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems ("MS4s"), as follows: Town of Alden, Village of Alden, Town of Amherst, Village of Angola, Town of Aurora, Village of Blasdell, Town of Boston, Buffalo Sewer Authority, Town of Cheektowaga, Town of Clarence, Village of Depew, Village of East Aurora, Town of Eden, Town of Elma, Town of Evans, Town of Grand Island, Town of Hamburg, Village of Hamburg, Village of Kenmore, City of Lackawanna, Town of Lancaster, Village of Lancaster, Town of Orchard Park, Village of Orchard Park, Village of Sloan, City of Tonawanda, Town of Tonawanda, Town of West Seneca, Village of Williamsville, Town of Cambria, Town of Lewiston, Village of Lewiston, Town of Niagara, Niagara Falls Water Board, City of North Tonawanda, Town of Pendleton, Town of Porter, Town of Wheatfield, Village of Youngstown, County of Erie, County of Erie - Sewer District #6, County of Niagara, Buffalo and Fort Erie Peace Bridge Authority, State University of New York at Buffalo, hereinafter referred to as "Coalition Members," hereby creates the Western New York Stormwater Coalition, as of December 31, 2010.

WHEREAS, the U.S. Environmental Protection Agency's Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain permit coverage under the New York State Department of Environmental Conservation's SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State's Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in February of 2001 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

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

1. TERM.

The term of this agreement shall be for five years and shall commence on December 31, 2010 and terminate on December 31, 2015, unless extended or renewed.

2. PURPOSE.

To authorize the work of the Western New York Stormwater Coalition whose purpose it is to work collectively to:

- A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations and the permit conditions of GP-0-10-002 issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,
- B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,
- C. Research and implement appropriate funding mechanisms to meet the financial needs of compliance with the Phase II Stormwater regulations and GP-0-10-002; and,
- D. Cooperatively prepare a template for submission of the Annual Report to the New York State Department of Environmental Conservation on behalf of all Coalition members according to GP-0-10-002.

3. MEMBERSHIP.

- A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.

- B. Each member of the Coalition shall have one (1) vote at all meetings.
- C. In order to take action the Coalition shall utilize the following quorum requirements:
 - 1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
 - 2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
 - 3. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
 - 4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.
- D. The Coalition shall elect a Chairman, Vice Chairman, Treasurer, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.
- E. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.
- F. The Coalition may admit additional members upon execution of this Agreement, to undertake all rights and responsibilities included in this Agreement, and further conditioned upon payment of the full annual membership fee for that calendar year.
- G. This Memorandum of Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

- A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.3 above.

- B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition Member.
- C. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Western New York Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition.
- D. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.
- E. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.
- F. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

- A. Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual report templates and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-10-002. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If ECDEP will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2010. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not

incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition.

- B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.
- C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

- A. This Agreement constitutes the entire Agreement among and between the Coalition members 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.
- B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.
- C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

**APPENDIX A
TO
MEMORANDUM OF AGREEMENT**

WESTERN NEW YORK STORMWATER COALITION

The Fee Schedule commencing January 1 and ending on December 31, shall be \$1,250 per Coalition Member.

WESTERN NEW YORK STORMWATER COALITION

BY-LAWS

ARTICLE I

ESTABLISHMENT AND PURPOSES

Section 1.1 Establishment.

The Western New York Stormwater Coalition (the "Coalition") was created by a Memorandum of Agreement dated December 31, 2005, and renewed December 31, 2010, referred to as the ("Agreement").

Section 1.2 Purpose.

The Coalition shall coordinate and cooperate in efforts to meet the requirements of the Phase II Stormwater regulations (40 C.F.R. Sections 9, 122, 123 and 124 (1999), as amended) and the New York State Department of Environmental Conservation ("NYS DEC") SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002) by those signatories to the Agreement ("Coalition Member(s)").

ARTICLE II

GOVERNANCE OF THE COALITION

Section 2.1 Representation.

The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition. Unless otherwise indicated by the context, as used in these By-Laws the term "representative" or "representatives" shall include representatives or alternates.

Section 2.2 Duties.

Coalition Members shall carry out the purposes of the Coalition described in the Agreement and any activities deemed necessary to carry out the purposes as may arise from time to time.

Section 2.3 Compensation.

A representative to the Coalition shall not receive compensation from the Coalition but may be reimbursed for reasonable expenses incurred in connection with the performance of his or her duties, upon approval of reimbursement by the Coalition.

ARTICLE III

MEETINGS

Section 3.1 Annual Meetings.

Annual meetings of the Coalition shall be held during the months of January or February on such date and at such time and place as shall be specified by the Coalition, or if no date is agreed to by the Coalition, at such other date, time and place within those months as the Chairman may determine.

Section 3.2 Regular Meetings.

Regular meetings of the Coalition may be held each month on such date, and at such place and time as the Coalition shall determine. The Coalition shall adopt a schedule of regular meetings for the calendar year at the annual meeting, by motion of the Chairman, and may amend such schedules during the course of the year.

Section 3.3 Special Meetings.

Special meetings of the Coalition may be held at the call of the Chairman or upon written request of five members of the Coalition to the Secretary.

Section 3.4 Roberts Rules of Order.

The proceedings of meetings at the Coalition shall be governed by Roberts Rules of Order.

Section 3.5 Order of Business.

A. The usual order of business for Coalition meetings shall be as follows:

1. Roll Call (pass sign-in sheet)
2. Call to Order
3. Approval of Minutes
4. Treasurer's Report
5. Correspondence/Report of Secretary
6. Report of Chairman
7. Report of Committees
8. New Business
9. Unfinished Business
10. Payment of Vouchers
11. Comments from Public
12. Adjournment

B. The above order may be amended on motion of any voting representative or the, Chairman, subject to objection by any voting representative of the Chairman. If objection be raised, suspension of the above order of business shall be determined by vote of the majority of the representatives present without regard to the provisions of Section 3.8.

Section 3.6. Open Meetings.

All meetings of the Coalition shall be open to the public, except as permitted to be closed by the New York Public Officers Law.

Section 3.7 Notice of Meetings.

The Secretary shall cause to be delivered by e-mail or sent by regular mail, to each participating Coalition Member, written notice of monthly meetings on an annual basis, and if special meetings are called, notice of such meetings shall be e-mailed or mailed to the Coalition Members at the addresses provided by the Members' representatives, no less than seven (7) days prior to the date of the meeting. Prior notification of each meeting may also be given to The Buffalo News, and to such local newspapers as may request such prior notification.

Section 3.8 Voting.

Each member of the Coalition shall have one (1) vote at all meetings.

In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
3. A supermajority of 75% of the Coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, and establishment of an annual fee.
4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

Section 3.9 Additional Alternates.

The governing body of any participating Coalition Member may authorize the town supervisor or village or city mayor, as the case may be, to designate an alternate other than one previously designated, to represent the participating Coalition Member at any Coalition meeting or meetings in such kinds of contingency situations as the governing body may deem appropriate, and subject to such voting limitations, if any, as it may specify. Such alternate may be a representative or alternate for another participating Coalition Member. The designation of such alternate shall be communicated in writing or by facsimile transmission to the Secretary of the Coalition prior to the transaction of business by the Coalition at any meeting or meetings to be attended by the alternate.

ARTICLE IV

OFFICERS

Section 4.1 Officers.

The officers of the Coalition shall be a Chairman, Vice Chairman, Secretary and Treasurer.

Section 4.2 Qualification for Office.

An officer shall be an official or employee of his or her respective Coalition Member. Only one officer can be elected from any one Coalition Member.

Section 4.3 Elections.

All officers shall be elected by the Coalition at the annual meeting.

Section 4.4 Term.

Each officer shall serve a term of one year or until the next annual meeting of the Coalition and the election and qualification of their successors. Officers may serve consecutive terms.

Section 4.5 Duties of Officers.

- A. Chairman. The Chairman shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with these By-Laws; appoint the members, and the chair of each Coalition Committee; represent the Coalition in its relations with elected officials and other official bodies, groups and organizations; and carry out any additional duties as may be assigned by the Coalition.
- B. Vice Chairman. The Vice-Chairman shall, in the event of absence or disability of the Chairman, perform the duties and exercise the responsibilities of the Chairman; assist the Chairman in disseminating information to the public concerning activities and proceedings of the Coalition; sign checks in the event of the absence or disability of the Treasurer; and carry out any additional duties as may be assigned by the Chairman or the Coalition.
- C. Secretary. The Secretary shall attend all meetings of the Coalition and distribute a summary report of each Coalition meeting; give and serve all notices as required by these By-Laws; assist the Chairman in attending to all official correspondence of the Coalition, keep a written record of attendance; maintain the records of the Coalition and serve as the Coalition's records management officer; distribute approved minutes to the clerk of each participating Coalition Member; and carry out any additional duties as may be assigned by the Chairman or the Coalition.
- D. Treasurer: In conjunction with the chief fiscal officer of the Coalition Member designated to hold the "Western New York Stormwater Coalition" account, the Treasurer shall have care and custody of the funds of the Coalition; sign all checks; and keep full and accurate books and records of all financial matters; invoice Coalition Members for the annual fee, and carry out such other duties as may be assigned by the Chairman of the Coalition.

Section 4.6. Vacancies.

In the event of a vacancy in the office of the Chairman, the Vice-Chairman shall automatically become the successor and serve the balance of the term. Vacancies occurring in the offices of Vice Chairman, Secretary or Treasurer shall be filled for the balance of the term by the Coalition at the next meeting of the Coalition.

ARTICLE V

COMMITTEES

Section 5.1 Executive Committee.

The Stormwater Coalition Executive Committee shall consist of seven Coalition Members including the Chair, Vice Chair, Secretary and Treasurer, one Village member, one Town member, and one agency or special district member. Members of the Executive Committee shall be elected at a regularly scheduled Stormwater Coalition meeting or the Annual Meeting. Members of the Executive Committee shall serve one year terms.

The Executive Committee shall meet a minimum of two times per year at a date and time established by the Chair. The meetings shall be open for attendance by any interested Stormwater Coalition Member. The Executive Committee shall act on behalf of the Coalition between scheduled meetings based upon decisions by the full Coalition; act on tasks delegated by the full Coalition; make recommendations to the full Coalition regarding the work plan, projects, fees and disbursement of funds toward the purposes of the Coalition. Recommendations of the Executive Committee shall be based upon a majority of those members present at the meeting.

Section 5.2. Ad Hoc Committees.

The Chairman shall establish such ad hoc committees or subcommittees as the Coalition deems necessary to promote the purpose and carry on the work of the Coalition.

Section 5.3 Appointment of Committee Members.

The members of each committee or subcommittee and the chair thereof shall be designated by the Chairman.

Section 5.4 Ex Officio Membership.

The Chairman shall be an ex officio non-voting member of all committees or subcommittees created pursuant to these By-Laws.

ARTICLE VI

Section 6.1 Audit.

The payment of all bills and claims shall be subject to prior approval by the Coalition. Audits may be conducted as determined by the Coalition at the Annual Meeting.

Section 6.2 Administrative Services.

Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual reports and other documentation required by NYS DEC to satisfy the requirements of GP-0-10-002. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If ECDEP will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2010. ECDEP staff time charges shall be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition.

ARTICLE VII

ADOPTION AND AMENDMENT

Section 7.1 Adoption of By-Laws.

These By-Laws shall be adopted by affirmative vote as provided by Section 3.8 of these By-Laws, and may be amended in the same manner.

Section 7.2 Adoption of Amendments.

The wording of any proposed amendment to these By-Laws shall be included in the notice of the regular or special meeting at which the amendment is to be considered. Any proposed amendment shall be tabled at the meeting at which it is introduced, and may not be voted upon sooner than the next regular meeting.