

Bylaws of The Canandaigua Lake Watershed Council

I. Background:

Canandaigua Lake is predominately located in the Counties of Ontario and Yates. It is bounded by six municipal corporations and has a total of twelve municipal corporations within its watershed. Two municipal corporations outside of the watershed use Canandaigua Lake as a source of water supply. Canandaigua Lake is of high economic, environmental, scenic, aesthetic and recreational value to residents of the watershed and visitors as well. It has been well documented that shoreline and lake-view property values are substantially influenced by the quality of water in the lake. Actions within the watershed directly effect water quality in Canandaigua Lake. Protection of the Lake through the implementation of the adopted Plan will ensure that each of the various benefits conveyed by the lake will be maintained or enhanced.

II. Name and purpose:

The name of this organization is the *Canandaigua Lake Watershed Council*. The main purpose of the Council is to implement the Canandaigua Lake Watershed Management Plan. This plan will provide for long term protection of the Canandaigua Lake Watershed.

From 1995 through 1998 the Council (formerly the Local Government Watershed Policy Committee) has endorsed over ninety separate actions that will maintain and improve water quality in the Lake and surrounding watershed. These actions form the foundation for the Watershed Management Plan. The Plan specifies what actions will be taken, who will implement them and how they are to be funded over the next five years. The main objectives of the Council shall include:

- Establish leadership and strategic decision making during the five-year implementation process.
- Provide funding through their respective municipalities to pay for the implementation of the Canandaigua Lake Watershed Management Plan.
- Communicate and coordinate effectively with the Watershed Manager and the Ontario County Soil and Water Conservation District.

III. Definitions:

Canandaigua Lake Watershed Council: previously known as the Local Government Watershed Policy Committee, formed in December, 1994 and made up of the Chief Elected Officers of the municipalities in the Canandaigua Lake Watershed. From 1995-1998 the LGWPC reviewed and endorsed recommendations contained in the *State of the Canandaigua Lake Watershed- 1994* forming the foundation of the Watershed Management Plan.

Participating Municipalities: those municipalities providing their pro-rated share of the costs of implementation.

Modified weighted vote: any item requiring approval of the Council will need fifty-one percent of the communities based on the weighted vote and at least six communities. The inclusion of the six communities requirement was decided to make sure smaller communities still had a voice.

IV. Membership, Quorum and Voting:

The Council will be made up of representatives of each of the **participating** (see definition) Canandaigua Lake watershed municipalities and non-watershed water purveying municipalities. Each of the participating communities shall appoint one publicly elected representative (i.e. Municipal supervisor, or board member) and an alternate representative (another publicly elected representative) to the Council.

A quorum will require at least fifty-one percent attendance based on the weighted vote (addendum one) and the presence of at least eight municipalities.

All items coming before the Council will require for passage a simple majority based on the weighted vote and a total of six municipalities voting in the affirmative. This **modified weighted vote** (see definition) will be based on each municipality's percentage within the adopted pro-rating structure. The pro-rating structure can be seen in addendum one.

Meetings: After adoption of the plan by the participating municipalities, meetings of the Council will occur bi-monthly. Special meetings may be called by the Watershed Manager, SWCD or one of the participating communities to address specific issues that may arise. The bi-monthly meetings will take place on the first Tuesday of that month and will include financial updates by the Watershed Manager, updates on the progress of implementation, grant applications and other general business. The location of all meetings unless otherwise notified will be at The Hurley Building, 205 Saltonstall St., Canandaigua.

Chairperson: A chairperson or co-chairpersons shall be selected for a two year term. In the absence of a Chair and co-chair, the members will elect a temporary Chair for that meeting.

Fiscal Officer: A treasurer shall be selected by the Council for a two year term and must be a member of the Council. This person's responsibilities will include overseeing the expenditure of money by the Council and working with the Watershed Manager and Ontario County Soil and Water Conservation District in all fiscal matters.

Notice of Meetings: Notice of meetings will be mailed no later than one-week prior to the actual meeting date. The Committee shall be considered a public body subject to the Open Meetings Law and the Freedom of Information Law. Minutes will be taken at the meetings and made available to the public, upon request, within two weeks after a given meeting. Notice of Special Meetings will be made by the Watershed Manager by telephone at least three days prior.

Mailing Address: The principal office and mailing address will be 205 Saltonstall St. Canandaigua, NY 14424.

AGREEMENT FOR SERVICES BETWEEN THE

City of Canandaigua

and the

Canandaigua Lake Watershed Council:

THIS AGREEMENT, made this 16th day of August, 2001, by and between the City of Canandaigua, hereinafter called the City, and the participating members of the Canandaigua Lake Watershed Council, hereinafter called the Council.

The Towns of Gorham, South Bristol, Bristol, Canandaigua, Middlesex, Italy, Hopewell, Naples, Potter; Villages of Newark, Palmyra, Naples, Rushville; and the City of Canandaigua have agreed to form the Council pursuant to the Intermunicipal Agreement.

WHEREAS, the municipalities have charged the Council to implement the Canandaigua Lake Watershed Management Plan; and

WHEREAS, under Section 64 of Town Law, Article 4 of Village Law and General Municipal Law Section 119-o, municipalities may enter into contracts and agreements necessary to carry out their respective functions for the benefit of the municipality; and

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as hereinafter set forth, the City and the Council do hereby agree as follows:

A. The City agrees to:

1. Accept the position of Watershed Program Manager from the Ontario County Soil and Water Conservation District. The Watershed Program Manager shall have as its only responsibility coordinating and implementing the programs set forth by the Watershed Council (see addendum One- Watershed Program

Manager Contract). Further, the position of Watershed Program Manager shall be considered a “sunset” position with a maximum lifetime of five years starting from January 3rd, 2000 unless otherwise agreed to by the Watershed Council. The official mailing address for the Watershed Council shall be 205 Saltonstall St., Canandaigua, NY 14424.

2. Provide office space and furnishings (desk and 4-drawer file cabinet) for the Watershed Program Manager. Routine cleaning and maintenance of office space and office waste disposal shall also be provided. Office space usage shall be reviewed and renewed on an annual basis.
3. Provide access to the Internet and an e-mail account through the City’s local area computer network.
4. Provide access to the City’s photocopier, fax machine and network printer, with costs to be reimbursed on a per-page basis at the cost of \$.05 per page plus any long-distance fax expenses. Manager to keep track of copies used and long-distance charges and provide the same to the City on a monthly basis.
5. Provide administrative assistance for the implementation of the Plan by providing the necessary bookkeeping and accounting functions for general Watershed Council funds. Communicate to the Watershed Program Manager any concerns regarding the administration of these funds. If these communications are not answered in a satisfactory way, the City Manager shall immediately notify the Treasurer and co-chairs of the Watershed Council. It will be the intent of the Watershed Council to emulate the City’s guidelines pertaining to financial administration.
6. Retain records of all work pertaining to the implementation of the Watershed Management Plan for a period not less than three years.
7. Disperse funds at the request of the Watershed Council through its Watershed Program Manager. Invoices that are above the budgeted amount will require Watershed Council approval before the Watershed Program Manager can request disbursement.
8. Provide weekly paychecks to the Watershed Program Manager based on the salary set forth by the Watershed Council.
9. Allow the Program Manager to use the City’s fueling station to fill the fuel tank of the Watershed Program’s vehicle with reimbursement to be made to the City at the City’s cost plus \$.03 per gallon. (Manager to record fuel usage.) Cover the Watershed Program’s vehicle under its insurance policy, (vehicle to be transferred to City ownership) with full cost to be reimbursed.

10. Allow the Program Manager to use the City's postage meter and bulk rate mailing permit for Watershed Program mailing, with costs to be reimbursed.

B. The Watershed Council agrees to:

1. Provide the necessary leadership throughout the entire implementation process to include: approving yearly budgets, approving expenditures, supervision of the Watershed Program Manager, personnel decisions, salary and policy decisions regarding implementation of the Plan (refer to IMA and bylaws for specifics).
2. Provide on a pro-rated basis (addendum one-updated yearly) the necessary funding by March 31st of each year to implement the Watershed Management Plan. Unused funds from the previous year will be incorporated in the next year's budget. Grant monies on non-capital projects may be used to offset the costs to the municipalities.
3. Indemnify and hold harmless the City, its officers and employees, from any and all claims or causes of action arising from the implementation of the Watershed Management Plan.
4. Provide the Program Manager with a desk chair, computer, telephone and telephone service (local and long distance), as well as all office supplies excepting copier and printer paper as noted in the section below.
5. Reimburse the City for the Program Manager's use of the City's copier, fax machine and network printer at the rate of \$.05 per copy; for telephone charges for all long-distance faxes sent by the Program Manager, for the gasoline used from the City's fueling station by the Watershed Program's vehicle at the City's cost plus \$.03 per gallon, for insurance coverage for the Watershed Program's vehicle, and for postage for all Watershed Program mailings sent through the City's postage meter.

C. It is mutually agreed:

1. The Watershed Program Manager is responsible for carrying out the implementation of the Plan as directed by the Watershed Council, and is accordingly, under the sole supervision of the Watershed Council as it pertains to his activities, duties and responsibilities.

2. The City and the Watershed Council will strive to maintain open communication, foster a cooperative and coordinated relationship and preserve the quality of The Canandaigua Lake watershed.
3. Either party may terminate this agreement in whole or in part if either determines that the other party has failed to comply with any of the conditions of this agreement, and either party is to promptly notify (30-days) in writing of the termination, reasons for the termination, and the effective date.
4. This agreement may be modified in writing at any time upon the mutual consent of the parties hereto.
5. The performance of this agreement is subject to the appropriations of the municipalities. The Watershed Council and the City have no obligations under this Agreement in the event that municipalities do not appropriate the necessary funds.