

ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF
UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON
ISSUES RELATED TO STORM WATER MANAGEMENT

1.0 Purpose and Authority

This Agreement is authorized pursuant to Article 5-G of the General Municipal Law, as it applies to municipalities. For those regulated Non-Traditional MS4s which are not municipalities, this Agreement serves as a memorandum of understanding between municipal and non-municipal signatories. Its purpose is to foster cooperation and to provide for the provision of joint services related to compliance with the requirements of the MS4 program established under state and federal law specifically and for matters related to the management of storm water, more generally.

2.0 Definitions

For purposes of the Agreement, the following terms are defined:

2.1 “Coalition” or “Stormwater Coalition of Albany County” means the group of municipalities and other governmental entities that are parties to this Agreement.

2.2 “Host” means Albany County.

2.3 “MS4 Program” means the municipal separate storm sewer system program established under federal and state law.

2.4 “Member” means any dues paying entity which serves on the Coalition Board of Directors.

2.5 “Municipality” means any village, town or city within Albany County.

2.6 “Non-MS4 Municipality” means any municipality in Albany County that is not subject to the MS4 Program.

2.7 “Non-Traditional MS4” means any government entity wholly or partially in Albany County subject to the MS4 Program that is not a Traditional MS4, including state and federal prisons, office complexes, hospitals, state transportation agencies, university campuses, public housing authorities, schools, other special districts.

2.8 “Signatory” means the individual authorized to enter into contracts.

2.9 “Traditional MS4” means any city, town or village in Albany County subject to the requirements of the MS4 program and the County of Albany.

3.0 Parties to the Agreement.

3.1 Charter Members.

Traditional MS4s who participated in the fully executed inter-municipal agreement titled “ALBANY COUNTY INTER-MUNICIPAL AGREEMENT FOR THE ESTABLISHMENT OF A COALITION FOR COOPERATION ON ISSUES RELATED TO STORMWATER MANAGEMENT” effective October 15, 2008 are Charter Members of the Coalition. Charter Members include: Albany County, City of Albany, Town of Bethlehem, City of Cohoes, Town of Colonie, Village of Colonie, Village of Green Island, Town of Guilderland, Village of Menands, Town of New Scotland, Village of Voorheesville, and City of Watervliet

3.2 Additional Members.

Membership in the Coalition will also be available to Non-Traditional MS4s which are not municipal corporations, newly regulated MS4s and Non-MS4 Municipalities. Any such entity desiring to become a Member will present a statement indicating their interest to become a Member of the coalition and commitment to abide by the terms of this Agreement. For Non-Traditional MS4s the statement is signed by the individual authorized to enter into contracts

and the individual (by job title) who signed the MS4 Permit Notice of Intent. For Traditional MS4s the resolution is adopted by a majority vote of the voting strength of its governing body then signed by the Chief Elected Official, or their designated representative. Upon receiving a majority vote of the Coalition Board of Directors, such an entity will then execute the Agreement and become a Member.

3.3 Rights of Members.

All Members will have the following rights under the Agreement:

- a. Access to all member services on the same basis.
- b. Attendance and participation in all meetings of the Coalition and of its

Working Groups, committees and subcommittees.

- c. Access to all financial information concerning the operation of the Coalition.

- d. Cast a single vote on all issues before the Board of Directors.

3.4 Non-Traditional MS4s Not Eligible for Membership.

The Board of Directors may contract with a Non-Traditional MS4 that is not eligible for membership in the Coalition to permit participation in the activities of the Coalition to the extent the Non-Traditional MS4 and the Coalition have authority to enter into contracts, upon such terms and conditions as it determines appropriate.

3.5 Participating Entities Not Subject to the MS4 Program.

At the request of an entity that is not subject to the MS4 program or on its own initiative, the Board of Directors may invite any such entity to participate in some or all of the Coalition's activities upon terms it determines appropriate. Such terms may involve charging a fee to participate in Coalition activities, with participation and fees both subject to approval by

the Board of Directors. The purpose of these fees is to cover the direct and indirect costs of the activity and the activities must be a component of the adopted Coalition work plan. Such entities may also contribute tangible, non-monetary support to the Coalition and as such will be considered, “Supporters” of the Coalition.

4.0 Functions of the Coalition

4.1 The parties agree that the Coalition will have following basic functions:

- a. Serve as a clearinghouse for information concerning the MS4 program and stormwater management, more generally.
- b. Contract for the provision of services and the purchase of goods in support of its purposes. The procurement of any such services will comply with the requirements of General Municipal Law.
- c. Subject to the approval of the municipal sponsor, apply for and administer grants on behalf of its members related to the MS4 Program or stormwater management more generally.
- d. Assist in the preparation and submission of a joint annual report to NYSDEC.
- e. Provide for the development and distribution of a joint stormwater management program document which describes Best Management Practices and Measurable Goals pertaining to MS4 permit compliance implemented by individual members and/or the Coalition on behalf of all members.
- f. Implement components of the joint stormwater management program document pertaining to the Coalition.

g. Facilitate the coordination of the management of municipal stormwater programs across municipal and prioritized watershed boundaries.

h. Represent member interests.

i. Provide support for regulatory audits.

j. Investigate funding mechanisms for all aspects of the MS4 Program.

k. Identify issues of growing concern and recommend approaches to investigating and addressing them.

4.2 The Coalition may perform additional functions related to the MS4 Program or stormwater management more generally by one of the following mechanisms:

a. An amendment to this Agreement which adds a function to the basic functions listed above.

b. By having one or more Members identify the additional costs associated with the function and establishing a mechanism for interested Members to receive the services provided for under that function through payment of an additional fee over and above the fees set forth in Article 9.0, such that additional fees cover all direct and indirect costs of the additional function.

4.3 Where one or more Members propose to undertake an additional function at their expense, as provided for in section 4.2.b., the Board of Directors will be required to approve such function to ensure that it will not interfere with the basic functions of the Coalition.

5.0 Board of Directors.

5.1 A Board of Directors will be established consisting of one representative of each Member, each such representative being known as a Director. The governing board of each

Coalition member, if a Traditional MS4 or Non-MS4 municipality shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition for a period of one year or such other period determined by the Member. 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 to the Coalition. If a Non-Traditional MS4, the individual responsible for signing the MS4 Permit Notice of Intent shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition for a period of one year or such other period determined by the Member.

Any Member serving as Coalition host will appoint a representative to serve in an advisory capacity to the Board of Directors and Coalition Stormwater Program Coordinator. They will be appointed by the host Chief Executive Officer and serve as a liaison to the Chief Executive Officer and those Departments providing in kind services to the Coalition (itemized in Section 9.4).

5.2 Each Director will have one vote. A majority vote of the total number of Directors will be necessary to pass any resolution.

5.3 At the first Board Meeting of the fiscal year, the Board of Directors will select a chairperson of the Coalition. The chair will help guide Coalition operations, facilitate Board meetings, and assist the Stormwater Program Coordinator as needed.

5.4 A majority of the total number of Directors will constitute a quorum and no business of the Board of Directors will be conducted without a quorum.

5.5 Meetings of the Board of Directors will be subject to the Open Meetings Law.

5.6 The Board of Directors will keep and provide minutes of its meetings.

5.7 Approval of the Board of Directors is needed for the following actions by the

Coalition:

a. Adoption of the annual work plan and budget.

b. All personnel decisions.

c. Application for grants.

d. Adoption and amendment of bylaws.

e. Approval of contract awards.

f. Authorization to make a contract and purchase payments in excess of \$5,000.

g. Provision of policy direction and oversight for the Coalition Stormwater Program Coordinator.

h. Permit entities that are not eligible for coalition membership to participate in coalition activities.

i. Any other action for which this Agreement requires Board of Directors approval.

6.0 Stormwater Program Coordinator and Other Employees.

6.1 The Board of Directors will appoint the Coalition Stormwater Program Coordinator, serving as a Program Coordinator and executive director, subject to consensus with Albany County as host. The Coalition Stormwater Program Coordinator will be responsible for the day-to-day business of the Coalition under the direction of the Board of Directors.

6.2 The Board of Directors may appoint such other part-time and full-time employees of the Coalition as may be funded in the Annual Budget, subject to consensus with Albany County as host.

6.3 All such employees will be deemed employees of the County of Albany. The Coalition will establish any such position through the Department of Civil Service of Albany County, as needed.

6.4 All such employees will be entitled to the same benefits as employees of the County of Albany, including the making of employer's contributions for retirement, social security, health insurance, worker's compensation and other similar benefits.

6.5 The cost of all salary and benefits for any such employee will be an expense of the Coalition.

7.0 Finances of the Coalition.

7.1 The Chief Fiscal Officer of the County of Albany will have custody of all funds of the Coalition.

7.2 Funds of the Coalition will be deposited in a separate account which may only be used for Coalition expenses, referred to as the Coalition Account.

7.3 In the event the Coalition undertakes any activity beyond the basic functions, a separate account may be established for each function beyond those basic functions and deposits and withdrawals from those accounts will correspond to payments made on behalf of and work provided for such additional functions.

7.4 The Chief Fiscal Officer of the County of Albany has the authority to dispense funds from the Coalition Account for all personnel expenses, all non-personnel expenses of

\$5,000 or less upon the review and audit of proper documentation for such expenses and all non-personnel expenses in excess of \$5,000 upon the authorization of the Board of Directors. No funds will be dispensed unless they are within the overall budget expenditure adopted by the Board of Directors and unless the obligation was incurred in accordance with applicable procurement policies, if any.

7.5 All funds collected as Membership Fees or from whatever other source that are the property of the Coalition will be delivered to the Chief Fiscal Officer of the County of Albany for deposit in the Coalition Account.

7.6 Grant processing will occur out of an additional appropriation account as managed by the Stormwater Coalition.

7.7 The Coalition will not incur any obligations which cumulatively exceed the budget allocation for any given fiscal year.

8.0 Budget and Work Plan

8.1 The fiscal year of the Coalition will be from January 1 to December 31.

8.2 On or before June 25 of each year, the Coalition Stormwater Program Coordinator will provide a proposed budget to the Board of Directors together with a proposed work plan.

8.3 The proposed budget will show the projected cost of all Coalition activities for basic functions for the upcoming fiscal year, the projected amount of grants that will be received during the upcoming fiscal year or other non-local income and the amount of local income that will need to be raised through membership fees. These membership fees will be itemized by Coalition member, to include fees from Non-Traditional MS4s Not Eligible for Membership (Section 3.4)

8.4 The proposed budget will separately show the cost of any functions beyond the basic functions that will be paid for through a separate fee.

8.5 The proposed budget will separately show the in-kind services to be provided by the County of Albany pursuant to section 9.4 of this Agreement.

8.6 The proposed work plan will show the projected activities for the upcoming fiscal year and projected costs for each such activity.

8.7 The Board of Directors will approve the proposed budget and work plan as submitted or make such modifications as it determines are necessary.

8.8 When the proposed budget is approved, the Coalition Stormwater Program Coordinator will finalize the amount of fees owed by each Member for the basic functions pursuant to Article 9.0 of this Agreement. The Coalition Stormwater Program Coordinator will send a letter to the Chief Executive Officer of such Member on or before July 15 with such information or as soon as possible thereafter.

8.9 On or before August 15, the governing body of each Member will send a Statement of Intent indicating whether it intends to continue its membership for the upcoming fiscal year.

8.10 When a function beyond the basic function is to be undertaken by the Coalition, the budget may provide a separate accounting for any such function and the basis under which such function will be paid for.

9.0 Membership Fees

9.1 The Members will make payments to the Coalition for the basic functions on the following basis, subject to change as adopted by the Coalition Board of Directors:

Base Fee for Traditional MS4 other than Albany County	\$3500
Base Fee for Albany County	\$7000
Base Fee for Non-Traditional MS4	\$3500
Base Fee for Non-MS4 Municipalities	\$1750

Supplemental Fee: A supplemental fee will be paid by the Members who are Traditional MS4s, with the exception of the County of Albany, based on the following formula and point system.

Supplemental Fee (Basic Functions): Members may agree to a Member-wide increase of equal point value to be assigned to all Members. The value of each point will be based on the same formula used for the Supplemental Fee.

Supplemental Fee (Requested Functions): Members may request additional support from the Coalition staff. This is in addition to the Basic Functions. The cost is based on the price per point calculation used for the Supplemental Fee, such that Members purchase additional points and that price per point is added to their Membership Fees.

Each Traditional MS4 except Albany County will be designated a number of points based on the following system:

Total Population. In the case of Towns that have Villages that are separate Charter Members, the population will be based on the population of the Town, excluding that Village. Population is based on the most recent census figures.

50,000+	3 points
25,001 to 50,000	2 points
7,501 to 25,000	1 point
Up to 7,500	0 points

Total Square Mileage in MS4 Designated Areas. In the case of Towns that have Villages that are separate Charter Members, the total square mileage will be based on the square mileage in the MS4-designated area of the Town, excluding that Village.

30 sq. miles+	2 points
10+-30 sq. miles	1 point
Up to 10 sq. miles	0 points

The value of each point will be calculated by reducing the budget by the amount of the total base fees paid by all Members. The remainder will be divided by the total number of points for all Traditional MS4 Members, except Albany County. The supplemental fee for the Traditional MS4 Members (except Albany County) will be the value of each point times the number of total points for such Member.

9.2 Membership fees for all Members will be due on January 31 of each year. A one percent surcharge will be added to the fees due and owing that are a month or more overdue. Such surcharges will accumulate at the rate of one percent of each month or part thereof for which the fees are overdue.

9.3 If a member fails to pay its fees in full within six months after such fees are due, the Board of Directors may suspend the rights of such member until payment is made in full, including any surcharge.

9.4 In addition to its base membership fee, Albany County agrees to provide the Coalition with the following in-kind services, such services to constitute a non-monetary portion of its total membership fee.

Office space, furniture and storage for Coalition records

Payroll and benefits support

Computer services

Legal support for grants, contracts, and minor questions of law

Purchasing services

Telephone and office equipment

Automobile travel expenses

Budgeting and legislative services

10.0 Role of the Host

10.1 The host department within County government will be the Department of Public Works.

10.2 The host will routinely communicate to the Coalition Stormwater Program Coordinator relevant administrative information pertaining to in-kind services named in Section 9.4. (ex. legislative committee meeting schedules, encumbrance form due dates, budgeting due dates, etc.)

10.3 Legislative action pertaining to the Coalition will be initiated and managed within the Department of Public Works.

11.0 Working Group and Subcommittees.

11.1 Each Member will appoint one or more representatives who will participate in the Working Group of the Coalition. That representative may also be a Director.

11.2 The Working Group will meet on a periodic basis to be determined by the Coalition Stormwater Program Coordinator but not less frequently than once every two months.

11.3 The Working Group will establish and abolish such subcommittees as may be needed from time to time to handle the business of the Coalition. The Members agree to participate in good faith on the subcommittees on which they serve.

11.4 The Working Group will establish a dedicated Stormwater Management Program Plan (SWMP Plan) committee responsible for annually updating the Joint Coalition Stormwater Management Program document. The SWMP Plan Committee will consist of at least 3 Members.

11.5 The Coalition Stormwater Program Coordinator will coordinate the activities of the Working Group and its subcommittees, providing administrative support directly or through other employees of the Coalition.

12.0 Miscellaneous Provisions.

12.1 All records of the Coalition are subject to the Freedom of Information Law.

12.2 Each member shall indemnify and hold harmless the other Members, their officers, agents and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.

12.3 This Agreement will be governed by and construed in accordance with the laws of the State of New York.

12.4 This Agreement will become effective upon the execution of this Agreement by all of the interested Traditional MS4s after authorizing resolutions have been duly adopted by their governing bodies or, if not executed by all of the Traditional MS4s by September 30, 2015 the Agreement will become effective when executed by at least ten of the Traditional MS4s, after authorization resolutions have been duly adopted by their governing bodies, so long as Albany

County is among those who have executed this Agreement. Any Traditional MS4 that has not executed this Agreement when it becomes effective may renew their status as a Charter Member thereafter when that Traditional MS4 executes this Agreement after being duly authorized by its governing body.

12.5 Whenever an entity is admitted to membership in the middle of the Coalition's fiscal year, the Board of Directors may decide to prorate the membership fee for such new Member and charge an administrative fee to cover the cost of updating relevant Stormwater Coalition documents.

12.6 Any Member may withdraw from the Coalition upon sixty days written notice to the Stormwater Program Coordinator. The withdrawal of a Member will not entitle that Member to the refund of any membership fees.

12.7 Should an existing Member or Non-Traditional MS4 Not Eligible for Membership (See Section 3.4) choose to leave in the middle of the Coalition's fiscal year, then return within a two year period, their Membership Fee or contractual annual fee for a Non-Traditional MS4 Not Eligible for Membership, is the full amount as itemized in the budget adopted by the Board of the Directors at the time of departure. This fee is an annual charge for each fiscal year of their absence, to compensate for benefits that continued to be derived during that absence, excluding the fiscal year of their departure, due within 30 days of their date of re-entry, with that date determined and approved by the Coalition Board of Directors. The Board of Director's may decide to charge an administrative fee to cover the cost of updating relevant Stormwater Coalition documents.

12.8 This Agreement may be executed in duplicate originals.

12.9 This Agreement may be amended upon the written consent of a majority of all Members, such consent to be given by their respective governing bodies in the same manner as the initial approval of this Agreement.

12.10 This Agreement may be terminated upon the written consent of a majority of the Charter Members, such consent to be given by their respective governing bodies.

12.11 Prior to termination, the Coalition Board of Directors will dispose of all Coalition assets. These assets may include intellectual property, such as printed material; equipment and software purchased with grant money and maintained using Coalition funds, such as printers, mapping equipment, the Albany Internet Mapping System, or CBI MS4 Permit Manager; the Stormwater Coalition website; and legal documents pertaining to recordkeeping requirements noted in past and current NYSDEC SPDES General Permits for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s).

12.13 If not terminated earlier, this Agreement will remain in effect until December 31, 2017.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH THE FOLLOWING MUNICIPALITIES AND SIGNATORIES FOR NON-TRADITIONAL MS4s HAVE DULY AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW.

Date: 9/28/15

City of Albany / Albany Water Board
By: [Signature]
Title: Chairman, Albany Water Board

Date: 7/30/2015
(N/A)

City of Cohoes
By: [Signature]
Title: Mayor (N/A)

Date: _____

City of Watervliet
By: _____
Title: _____

Date: _____

Town of Bethlehem
By: _____
Title: _____

Date: _____

Town of Colonie
By: _____
Title: _____

Date: _____

Town of Guilderland
By: _____
Title: _____

Date: _____

Town of New Scotland
By: _____
Title: _____

Date: _____

City of Cohoes

By: _____

Title:

Date: 8/27/15

City of Watervliet

By: 

Title: Mayor

Date: _____

Town of Bethlehem

By: _____

Title:

Date: _____

Town of Colonie

By: _____

Title:

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

City of Cohoes

By: _____

Title:

Date: _____

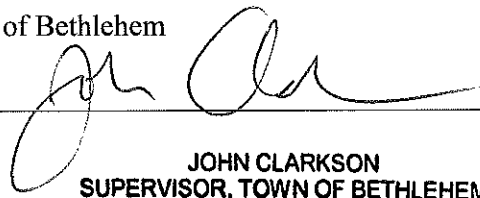
City of Watervliet

By: _____

Title:

Date: 9/17/15

Town of Bethlehem

By: 

Title: **JOHN CLARKSON
SUPERVISOR, TOWN OF BETHLEHEM**

Date: _____

Town of Colonie

By: _____

Title:

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

City of Cohoes

By: _____

Title:

Date: _____

City of Watervliet

By: _____

Title:

Date: _____

Town of Bethlehem

By: _____

Title:

Date: 07-09-2015

Town of Colonie

By: Paula A. Mahan

Title: Town SUPERVISOR

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

City of Cohoes

By: _____

Title:

Date: _____

City of Watervliet

By: _____

Title:

Date: _____

Town of Bethlehem

By: _____

Title:

Date: _____

Town of Colonie

By: _____

Title:

Date: 10/14/15

Town of Guilderland

By: *Ken Olden*

Title: *Supervisor*

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

City of Cohoes

By: _____

Title:

Date: _____

City of Watervliet

By: _____

Title:

Date: _____

Town of Bethlehem

By: _____

Title:

Date: _____

Town of Colonie

By: _____

Title:

Date: _____

Town of Guilderland

By: _____

Title:

Date: 9/24/2015

Town of New Scotland

By: Thomas E. Dolan

Title: Town Supervisor

Date: _____

Village of Altamont

By: _____

Title:

Date: 9/1/15

Village of Colonie

By: Frank A. Leab

Title: Mayor

Date: _____

Village of Green Island

By: _____

Title:

Date: _____

Village of Menands

By: _____

Title:

Date: _____

County of Albany

By: _____

Title:

Date: _____

University at Albany-SUNY (Uptown)

By: _____

Title:

Date: _____

Village of Altamont

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: 4/21/15

Village of Green Island

By: Ellen M. McNulty-Ryan

Title: Mayor

Date: _____

Village of Menands

By: _____

Title:

Date: _____

County of Albany

By: _____

Title:

Date: _____

University at Albany-SUNY (Uptown)

By: _____

Title:

Date: _____

Village of Altamont

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: _____

Village of Green Island

By: _____

Title:

Date: 7/6/15

Village of Menands

By: Megan Jones

Title: MAYOR

Date: _____

County of Albany

By: _____

Title:

Date: _____

University at Albany-SUNY (Uptown)

By: _____

Title:

Date: _____

Village of Altamont

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: _____

Village of Green Island

By: _____

Title:

Date: _____

Village of Menands

By: _____

Title:

Date: 10/19/15

County of Albany

By: 

Title: Philip F. Calderone, Esq.
Deputy County Executive

10/19/15

Date: _____

University at Albany-SUNY (Uptown)

By: _____

Title:

Date: _____

Village of Altamont

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: _____

Village of Green Island

By: _____

Title:

Date: _____

Village of Menands

By: _____

Title:

Date: _____


County of Albany

By: _____

Title:

Date: _____

University at Albany-SUNY (Uptown)

By:  _____

Title: Associate Vice President & Controller

12/10/2015
KCB