

ALBANY COUNTY INTER-MUNICIPAL AGREEMENT FOR THE ESTABLISHMENT OF
A 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. 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 "MS4 Program" means the municipal separate storm sewer system program established under federal and state law.

2.3 "Municipality" means any village, town or city within Albany County.

2.4 "Non-MS4 Municipality" means any municipality in Albany County that is not subject to the MS4 Program.

2.5 "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.

2.6 "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.

Upon the adoption of authorizing resolutions by a majority vote of the voting strength of their governing bodies and the execution of this Agreement, any Traditional MS4 will become a Charter Member of the Coalition.

3.2 Additional Members.

Membership in the Coalition will also be available to Non-Traditional MS4s and Non-MS4 Municipalities which are municipal corporations as defined in Article 5-G of the General Municipal Law. Any such entity desiring to become a Member will present the Coalition with a resolution adopted by a majority vote of the voting strength of its governing body indicating interest in becoming a Member of the coalition and a commitment to abide by the terms of this Agreement. Upon receiving a majority vote of the Board of Directors, such 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.

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. Apply for and administer grants on behalf of its members related to the MS4 Program or stormwater management more generally.
- d. Provide for the drafting of a common annual report for its members as required by the MS4 permit.

e. Facilitate the coordination of the management of municipal stormwater programs across municipal boundaries.

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

g. 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 membership fee over and above the fees set forth in Article 9, such additional fees covering 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 body of each member organization will select its representative for a term of one year or such other period determined by the Member's governing body.

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 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.

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

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

5.6 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 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 Stormwater Program Coordinator, subject to the approval of Albany County as host. The 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 the approval of 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 will 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, grants 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 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 April 1 of each year, the 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.

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 membership 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 Stormwater Program Coordinator will calculate the amount of fees owed by each Member for the basic functions pursuant to Article 9.0 of this Agreement. The Stormwater Program Coordinator will send a letter to the Chief Executive Officer of such Member on or before June 1 with such information or as soon as possible thereafter.

8.9 On or before July 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 will 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:

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

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 2000 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.

10.0 Working Group and Subcommittees.

10.1 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.

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

10.3 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. An initial list of subcommittees will include budget and expenditures, charter, MS4 financing, enforcement, intermunicipal issues, regulatory issues, technical issues, and training and public information.

10.4 The Working Group will establish the membership of each subcommittee and no Member will be required to participate in more than three subcommittees.

10.5 The 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.

10.6 The meetings of the Working Group and its subcommittees will only be open to Members and invited guests and are not subject to the provisions of the Open Meetings Law.

11.0 Miscellaneous Provisions.

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

11.2 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.

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

11.4 This Agreement will become effective upon the execution of this Agreement by all of the Traditional MS4s after authorizing resolutions have been duly adopted by their governing bodies or, if not executed by all of the Traditional MS4s by August 1, 2008, 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 join as a Charter Member thereafter when that Traditional MS4 executes this Agreement after being duly authorized by its governing body.

11.5 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.

11.6 This Agreement may be executed in duplicate originals.

11.7 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.

11.8 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.

11.9 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.

11.10 If not terminated earlier, this Agreement will remain in effect until December 31, 2012.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH THE FOLLOWING HAVE DULY AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW.

Date: <u>7/24/08</u>	City of Albany
	By: <u>Heuldt Jennings</u>
	Title: <u>Mayor</u>
Date: _____	City of Cohoes
	By: _____
	Title: _____
Date: _____	City of Watervliet
	By: _____
	Title: _____
Date: _____	Town of Bethlehem
	By: _____
	Title: _____
Date: _____	Town of Colonie
	By: _____
	Title: _____

11.10 If not terminated earlier, this Agreement will remain in effect until December 31, 2012.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH THE FOLLOWING HAVE DULY AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW.

Date: _____

City of Albany

By: _____

Title:

Date: 6/26/08

City of Cohoes

By: _____

Title:

Date: _____

City of Watervliet

By: _____

Title:

Date: _____

Town of Bethlehem

By: _____

Title:

Date: _____

Town of Colonie

By: _____

Title:

11.10 If not terminated earlier, this Agreement will remain in effect until December 31, 2012.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH THE FOLLOWING HAVE DULY AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW.

Date: _____

City of Albany

By: _____

Title:

Date: _____


City of Cohoes

By: _____

Title:

Date: 6/20/08

City of Watervliet

By: 

Title: Mayor

Date: _____

Town of Bethlehem

By: _____

Title:

Date: _____

Town of Colonie

By: _____

Title:

EXHIBIT A

11.10 If not terminated earlier, this Agreement will remain in effect until December 31, 2012.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH THE FOLLOWING HAVE DULY AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW.

Date: _____

City of Albany

By: _____

Title:

Date: _____

City of Cohoes

By: _____

Title:

Date: _____

City of Watervliet

By: _____

Title:

Date: 9.26.08

Town of Bethlehem

By: John H. Amundson

Title: Town Supervisor

Date: _____

Town of Colonie

By: _____

Title:

11.10 If not terminated earlier, this Agreement will remain in effect until December 31, 2012.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH THE FOLLOWING HAVE DULY AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW.

Date: _____

City of Albany

By: _____

Title:

Date: _____

City of Cohoes

By: _____

Title:

Date: _____

City of Watervliet

By: _____

Title:

Date: _____

Town of Bethlehem

By: _____

Title:

Date: 9/19/08

Town of Colonie

By: Paula A. Mahan

Title: Town Supervisor

Date: SEPTEMBER 3, 2008

Town of Guilderland

By: *Kenn Ronion*

Title: KENNETH RONION, SUPERVISOR

Date: _____

Town of New Scotland

By: _____

Title: _____

Date: _____

Village of Colonie

By: _____

Title: _____

Date: _____

Village of Green Island

By: _____

Title: _____

Date: _____

Village of Menands

By: _____

Title: _____

Date: _____

Village of Voorheesville

By: _____

Title: _____

Date: _____

County of Albany

By: _____

Title: _____

Date: _____

Town of Guilderland

By: _____

Title:

Date: 7-23-2008

Town of New Scotland

By: Thomas S. Wolin

Title: Town Supervisor

Date: _____

Village of Colonie

By: _____

Title:

Date: _____

Village of Green Island

By: _____

Title:

Date: _____

Village of Menands

By: _____

Title:

Date: _____

Village of Voorheesville

By: _____

Title:

Date: _____

County of Albany

By: _____

Title:

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: 7/24/08

Village of Colonie

By: Frank A. Cook

Title: Mayor

Date: _____

Village of Green Island

By: _____

Title:

Date: _____

Village of Menands

By: _____

Title:

Date: _____

Village of Voorheesville

By: _____

Title:

Date: _____

County of Albany

By: _____

Title:

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: 6/27/08

Village of Green Island

By: Alan M. McNulty-Ryan ⁴⁴

Title: Mayor

Date: _____

Village of Menands

By: _____

Title:

Date: _____

Village of Voorheesville

By: _____

Title:

Date: _____

County of Albany

By: _____

Title:

EXHIBIT A

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: _____

Village of Green Island

By: _____

Title:

Date: 8/18/08

Village of Menands

By: Thomas Carter

Title: Mayer

Date: _____

Village of Voorheesville

By: _____

Title:

Date: _____

County of Albany

By: _____

Title:

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: _____

Village of Green Island

By: _____

Title:

Date: _____

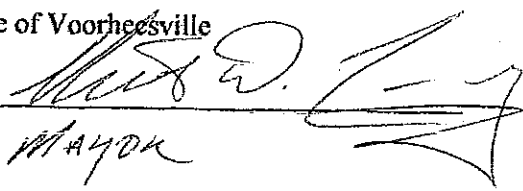
Village of Menands

By: _____

Title:

Date: 9/3/08

Village of Voorheesville

By: 

Title: MAYOR

Date: _____

County of Albany

By: _____

Title:

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

Village of Colonie

By: _____

Title:

Date: _____

Village of Green Island

By: _____

Title:

Date: _____

Village of Menands

By: _____

Title:

Date: _____

Village of Voorheesville

By: _____

Title:

Date: Aug. 29, 2008

County of Albany

By: Michael G. Bresnan

Title: COUNTY EXECUTIVE

