

**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 protecting water quality and managing storm water more generally.

2.0 Definitions

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

- 2.1 “Additional Services - GIS” shall mean mapping and Geographic Information Systems (GIS) services in addition to the Basic Services, as further defined in Section 5.0. These services are approved by the Board of Directors and provided to interested Members for the duration of this Agreement. Such Members pay separately for these services.
- 2.2 “Basic Services” shall mean those services available to all Members, as further defined in Section 4.0.
- 2.3 “Board of Directors” shall mean the governing board of the Coalition, comprised of one (1) representative from each Member.

- 2.4 “Coalition” or “Stormwater Coalition of Albany County” shall mean the group of municipalities and other governmental entities that are parties to this Agreement.
- 2.5 “Coalition Account” shall mean the account which holds all funds of the Coalition.
- 2.6 “Coalition Stormwater Program Director” shall mean the staff person responsible for the day-to-day business of the Coalition and implementing the Work Plan.
- 2.7 “Coalition Support Supplement” shall mean discretionary sum(s) provided to the Coalition by Albany County from its General Fund to cover Basic Services and/or Additional Services – GIS provided under this Agreement so that Member stormwater compliance programs can continue uninterrupted. The amount is not to exceed one hundred thousand and 00/100 dollars (\$100,000) annually.
- 2.8 “Director” shall mean an individual serving on the Coalition Board of Directors.
- 2.9 “Grant Account” shall mean any account created by the Chief Fiscal Officer of Albany County to maintain funds provided to the Coalition through grants to the Host.
- 2.10 “Host” means Albany County.
- 2.11 “Host Liaison” shall mean a person appointed by the Host’s Chief Executive Officer who attends Board of Director meetings and serves as a liaison between the Host and the Coalition.
- 2.12 “MS4 Program” shall mean the municipal separate storm sewer system program established under federal and state law.
- 2.13 “Member” or “Members” shall mean any dues paying entity which appoints a Director to serve on the Coalition Board of Directors.
- 2.14 “Membership Fee” shall mean the total amount of annual dues paid by a Member.
- 2.15 “Municipality” shall mean any village, town, or city within Albany County.
- 2.16 “Non-MS4 Municipality” shall mean any municipality in Albany County that is not subject to the MS4 Program.

- 2.17 “Non-Traditional MS4” shall mean 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.
- 2.18 “Signatory” shall mean the individual authorized by each Member to enter into this Agreement and related contracts.
- 2.19 “Statement of Intent” shall mean a written statement from a Member indicating its commitment to continue to pay the Membership Fee in the amount approved by the Board of Directors for the upcoming fiscal year
- 2.20 “Traditional MS4” shall mean any city, town, or village in Albany County subject to the requirements of the MS4 program and the County of Albany.
- 2.21 “Working Group” shall mean the group of representatives appointed by Members to implement the Work Plan and other participating entities as described in Paragraph 3.6.
- 2.22 “Work Plan” shall mean the annually prepared document approved by the Coalition Board of Directors which includes projected services and related activities for the upcoming fiscal year.

3.0 Parties to this Agreement; Membership

- 3.1 This Agreement shall be executed by Current Members who executed the prior Agreement entitled “ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON ISSUES RELATED TO STORM WATER MANAGEMENT” and paid Member Dues in 2022 (the “[P]arties”).
- Current Members are the: City of Albany, Village of Altamont, Town of Bethlehem, City of Cohoes, Town of Colonie, Village of Green Island, Town of Guilderland, Village of Menands,

Town of New Scotland, Village of Voorheesville, City of Watervliet, University at Albany – SUNY, and Albany County.

3.2 Additional Members

Membership in the Coalition will also be available to Non-Traditional MS4s which are not municipal corporations; regulated Traditional MS4s who were not Members of the Coalition when this Agreement was executed; Traditional or Non-Traditional MS4s who were Members since two or more years from the date of their departure from the Coalition; and Non-MS4 Municipalities.

3.3 Membership Process

- a. Any such entity desiring to become a Member must present a written statement indicating its interest to become a Member of the Coalition and commitment to abide by the terms of this Agreement.
- b. Upon receipt of this written statement, the Coalition Board of Directors establishes a Membership Fee and upon receiving a majority vote of the Coalition Board of Directors will invite the entity to join the Coalition.
- c. For Traditional MS4s and Non-MS4 Municipalities a resolution is adopted by a majority vote of the voting strength of its governing body authorizing the Chief Elected Official, or their designated representative to execute the signature page of this Agreement. The following items are submitted to the Coalition Stormwater Program Director: a copy of the resolution; the signature page; the name of the individuals serving as Permanent and Alternate representatives to the Coalition Board of Directors; and the name of individual(s) serving on the Working Group.
- d. For Non-Traditional MS4s the individual authorized to enter into contracts and/or the individual (by job title) who signed the MS4 Permit Notice of Intent executes the

signature page of this Agreement. The following items are submitted to the Coalition Stormwater Program Director: signature page; the name of the individuals serving as Permanent and Alternate representatives to the Coalition Board of Directors; and the name of individual(s) serving on the Working Group.

3.4 Rights of Members

All Members will have the following rights under this Agreement:

- a. Access to all Basic Services on the same basis.
- b. The Option to secure Additional Services – GIS.
- c. Attendance and participation in all meetings of the Coalition and of its Working Groups, committees, and subcommittees.
- d. Access to all financial information concerning the operation of the Coalition.
- e. The ability to cast a single vote on all issues before the Board of Directors.

3.5 Non-Traditional MS4s Not Eligible For Membership

If, for whatever reason, a Non-Traditional MS4 may not be eligible to participate as a voting Member serving on the Board of Directors, to the extent that such a Non-Traditional MS4 and Coalition can enter into contracts, the Board of Directors may contract with a Non-Traditional MS4 upon such terms and conditions as it determines appropriate.

3.6 Participating Entities Not Subject to the MS4 Program

At the request of an entity that is not subject to the MS4 Program, nor a municipality, such as a sewer and/or water district, soil and water conservation district, water-related authority, regional planning commission, Cornell Cooperative Extension, and/or County Department with water-related responsibilities 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.

4.0 Basic Services of the Coalition

4.1 The Parties agree that the Coalition will perform the following Basic Services for all Members:

- a. Serve as a clearinghouse for information concerning the MS4 Permit and stormwater management generally by facilitating the routine sharing of expertise, data, and program resources.
- b. Implement MS4 Permit requirements collaboratively for the purpose of MS4 Permit compliance as allowed and described in the most current MS4 Permit. Collaborative activities may include, but are not limited to:
 - i. Preparing and submitting a joint annual report to NYSDEC and;
 - ii. Updating, preparing, and posting an annual evaluation of Storm Water Management Program implementation and;
 - iii. Implementing those components of the MS4 Permit where a Coalition wide approach serves all members equally and is agreed to by all Members.
- c. Contract for the provision of services and the purchase of goods in support of its purposes. The procurement of any services will comply with the requirements of General Municipal Law.
- d. Subject to the approval of lead agencies named in grant applications; on approval of all Members, apply for, administer, and implement stormwater program related grants.

- e. Manage Coalition operations so that Coalition services are delivered to the satisfaction of all Members.
- f. Communicate Members' interests to relevant parties.
- g. Facilitate the sharing of information pertaining to regulatory audits, inspections, and policy directives generally; provide support as needed.
- h. Provide information regarding MS4 Program and stormwater management funding mechanisms which are sustainably, long term.
- i. Identify issues of growing concern related to stormwater management; coordinate a Member-wide response; and advocate for appropriate changes.

5.0 Additional Services - GIS

5.1 The Parties agree that the Coalition may perform the following Additional Services- GIS for interested Members:

- a. Create and update stormwater, combined, and sanitary infrastructure data.
- b. Create and maintain ArcGIS Online (AGOL) Web Application "Viewing Platforms".
- c. Facilitate the sharing and viewing of water infrastructure data.
- d. Create and maintain ArcGIS Online Inspection Forms.
- e. Purchase and manage GIS software licenses.
- f. Train Members in use of GIS applications developed by the Coalition.
- g. Manage GIS projects efficiently so that all receive requested services.

6.0 Board of Directors

6.1 The Board of Directors will consist of one (1) representative of each Member, each such representative being known as a Director.

- 6.2 The governing board of each Member, if a Traditional MS4 or Non-MS4 municipality, shall designate a permanent representative and one (1) or more alternates (as it deems fit) to serve on the Board for a period of one (1) 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 Board. 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 (1) year or such other period determined by the Member. The designation of a Board representative as a permanent or alternate representative shall be submitted in writing to the Coalition Stormwater Program Director annually and a copy of this designation (electronic and hard copy) retained by the Member.
- 6.3 The Host will appoint a Host Liaison to serve in an advisory capacity to the Board of Directors and Coalition Stormwater Program Director. If approved by the Host governing board, the Host Liaison may also serve on the Coalition Board of Directors.
- 6.4 Each Director shall have one (1) vote. A majority vote of the total number of Directors will be necessary to pass any resolution.
- 6.5 At the first Board Meeting of the fiscal year, the Board of Directors will select a chairperson and alternate chairperson of the Coalition. The chair will help guide Coalition operations, address personnel issues, facilitate Board meetings, and assist the Coalition Stormwater Program Director as needed. When the chairperson is absent, the alternate chairperson will provide these services.

- 6.6 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.
- 6.7 Meetings of the Board of Directors will be subject to the Open Meetings Law.
- 6.8 The Board of Directors will keep and provide minutes of its meetings.
- 6.9 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 five thousand and 00/000 dollars (\$5,000.00).
 - g. Provision of policy direction and oversight for the Coalition Stormwater Program Director.
 - h. Approval of Additional Services - GIS received by Members individually.
 - i. Permit entities that are eligible for Coalition Membership to participate in Coalition activities.
 - j. Permit entities that are not eligible for Coalition Membership, as described in Paragraphs 3.5 and 3.6, to participate in Coalition activities.
 - k. Any other matters under this Agreement requiring Board of Directors approval.

7.0 Coalition Stormwater Program Director and Other Employees

- 7.1 The Board of Directors will appoint the Coalition Stormwater Program Director, subject to

consensus with the Host. The Coalition Stormwater Program Director will be responsible for the day-to-day business of the Coalition under the direction of the Board of Directors.

- 7.2 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 the Host.
- 7.3 All such employees will be entitled to the same benefits as non-union 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.
- 7.4 The cost of all salary and benefits for any such employee will be an expense of the Coalition.
- 7.5 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, to be updated as needed.
- 7.6 Additional Services – GIS shall be provided to Members who choose to pay additional fees to the Coalition for these services. These services shall be provided and managed by a Coalition staff person responsible for providing GIS services, such that the individual has the qualifications to provide these services, herein referred to as the GIS Coordinator.
- 7.7 The GIS Coordinator may serve on GIS technical committees related to the Purpose and Authority of the Coalition as approved by the Coalition Stormwater Program Director, subject to consensus with the Host and Coalition Board of Directors.
- 7.8 The Coalition Stormwater Program Director is responsible for coordinating all aspects of the hiring process of part-time and full-time employees, other than the Coalition Stormwater Program Director.
- 7.9 The Coalition Board of Directors and Host Liaison is responsible for coordinating all aspects of the hiring process for the Coalition Stormwater Program Director.

- 7.10 Employees seeking to resign from the Coalition, other than the Coalition Stormwater Program Director, will submit a letter to of resignation to the Coalition Stormwater Program Director and the County Department providing payroll services to the Coalition.
- 7.11 The Coalition Stormwater Director, when seeking to resign will submit a letter of resignation to the Chairperson of the Coalition Board of Directors; Host Liaison; and the County Department providing payroll services to the Coalition.

8.0 Finances of the Coalition

- 8.1 The Chief Fiscal Officer of the County of Albany will have custody of all funds of the Coalition.
- 8.2 Funds of the Coalition shall be deposited in a separate account which shall only be used for Coalition expenses (the “Coalition Account”).
- 8.3 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 five thousand (\$5,000) or less upon the review and audit of proper documentation for such expenses and all non-personnel expenses in excess of five thousand (\$5,000.00) 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.
- 8.4 All funds collected as Membership Fees for Basic Services and fees for Additional Services - GIS are the property of the Coalition. They will be delivered to the Chief Fiscal Officer of the County of Albany for deposit into the Coalition Account.
- 8.5 The Coalition Support Supplement is managed administratively by the Chief Fiscal Officer of the County of Albany and the Commissioner of Management and Budget such that the annual Member Dues assigned to the County Department responsible for MS4 Permit implementation

and the estimated monetary cost of County in-kind services provided to the Coalition are deducted from the monetary value of the Coalition Support Supplement. The Coalition Support Supplement can be applied to the provision of Basic Services and/or Additional Services – GIS.

8.6 Funds provided to the Host pursuant to grant contracts may be deposited into a separate account which may only be used for grant expenses (the “Grant Account”),

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

9.0 Budget and Work Plan

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

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

9.3 The proposed budget will show the projected cost of all Coalition activities for Basic Services and Additional Services – GIS for the upcoming fiscal year; the projected amount of grant funds that will be received during the upcoming fiscal year; any other non-local income; the projected amount of the Coalition Support Supplement; and the amount of local income to be raised through Basic Services and Additional Services – GIS Fees. The total Membership Fee will be itemized for each Member, to include fees from Other Non-Traditional MS4 Not Eligible for Membership (see Paragraph 3.5).

9.4 The proposed work plan will show the projected Basic Services provided for all Members and the Additional Services – GIS for interested Members.

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

- 9.6 When the proposed budget is approved, the Coalition Stormwater Program Director will finalize the amount of total fees owed by each Member for Basic Services and for interested Members Additional Services – GIS. The Coalition Stormwater Program Director will send a letter to the Chief Executive Officer or the person responsible for MS4 Program budgeting on or before July 15 with the fees information, or as soon as possible thereafter.
- 9.7 On or before August 15, the governing body of each Member or person responsible for MS4 Program budgeting will send a Statement of Intent to the Coalition.

10.0 Membership Fees

10.1 The annual Membership Fee for each Member, other than Albany County is the sum of the Basic Services Fee plus Additional Services - GIS Fees as approved by the Board of Directors.

10.2 The Basic Services fee is calculated as follows:

a. Base Fee:

Base Fee for Traditional MS4 other than Albany County	\$3,500
Base Fee for Non-Traditional MS4	\$3,500
Base Fee for Non-MS4 Municipalities	\$3,500

b. Supplemental Fee:

Traditional MS4s other than Albany County and Non-MS4 Municipalities may be subject to a supplemental fee based on the following point system and formula:

Total Population. In the case of Towns that have Villages, the population will be based on the population of the Town and excludes that of the 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
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Up to 7,500	0 points
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Total Square Mileage in MS4 Designated Areas. In the case of Towns that have Villages 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
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10-30 sq. miles	1 point
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Up to 10 sq. miles	0 points
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After determining the number of points for a Traditional MS4 Member or Non-MS4 Municipality subject to a supplemental fee, all of the points are totaled and a price per point calculation is performed by first subtracting the total amount of base fees to be paid by all Members from the total expenditures identified in the budget for Basic Services.

The remaining expenditure amount is the dollar amount which must be covered by supplemental fees, and the price per point value is established by dividing the remaining expenditure amount by the total number of points. The supplemental fee for each Traditional MS4 or Non-MS4 municipality subject to this fee will be the price per point value times the number of points for the Traditional MS4 or Non-MS4 Municipality.

- 10.3 The Additional Services - GIS Fee includes three tiers of services. Interested Members may select one or more tiers of services, such that one tier must be Tier 1. Tier 2 and Tier 3 Additional Services – GIS must be pre-approved by Coalition staff, itemized in the annual Work Plan, and

approved by the Board of Directors. Appendix A, attached hereto and made a part hereof itemizes possible Additional Services - GIS associated with each tier.

Tier 1	Coalition-wide – Shared Viewing Platform – Standardized Products	\$1,500
Tier 2	Infrastructure Mapping (Storm, Combined, Sewer Separation); Inspection Support, Enhanced Viewing Platform(s)	\$3,500
Tier 3	Infrastructure Mapping (Combined, Sewer Separation, Sanitary); Enhanced Viewing Platform(s), Special Projects	\$7,000

The cost of ArcGIS Online mapping licenses purchased by the Coalition for Members is based on the number of licenses requested and is a separate, additional cost added to the Additional Services – GIS Fees for each Member.

- 10.4 Members may select partial Additional Services - GIS from Tier 2 and Tier 3, at a mutually agreed upon price, subject to the approval of Coalition staff and the Board of Directors.
- 10.5 Participating Entities Not Subject to the MS4 Program, as described in Paragraph 3.6 may receive Tier 2 and Tier 3 Additional Services - GIS subject to the approval of Coalition staff and the Board of Directors.
- 10.6 Members may agree to a member-wide inflationary adjustment to the Base Fee portion of the Basic Services Fee.
- 10.7 Membership Fees for all Members will be due on January 31 of each year. A one percent (1%) surcharge will be added to the fees due that are a month or more overdue. Such surcharge will accumulate at the rate of one percent (1%) of each month or part thereof for which the fees are overdue.

10.8 If a Member fails to pay its fees in full within six (6) 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.

10.9 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

County fleet

Budgeting

Legislative support

11.0 Role of the Host

11.1 The Host will assign to various County departments the delivery of in-kind services. The Host Liaison as described in Paragraph 6.3 will facilitate the delivery of these services to the Coalition.

11.2 The Coalition will function in practice as a quasi- independent unit within the Albany County Department of Public Works such that the coordination of in-kind services is managed by the Host Liaison, the Coalition Stormwater Program Director, and the Commissioner of Public Works, as needed.

12.0 Working Group and Subcommittees

- 12.1 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.
- 12.2 The Working Group will meet on a periodic basis to be determined by the Coalition Stormwater Program Director but not less frequently than once every two months.
- 12.3 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.
- 12.4 The Coalition Stormwater Program Director will coordinate the activities of the Working Group and its subcommittees, providing administrative support directly or through other employees of the Coalition.

13.0 Miscellaneous Provisions

- 13.1 This Agreement will become effective upon the execution of this Agreement by all of the interested Traditional MS4s, Non-MS4 Municipalities, and Non Traditional MS4s. For Traditional MS4s and Non-MS4 Municipalities a resolution is adopted by a majority vote of the voting strength of its governing body authorizing the Chief Elected Official, or their designated representative to execute the signature page of this Agreement. For Non-Traditional MS4s the individual authorized to enter into contracts and/or the individual (by job title) who signed the MS4 Permit Notice of Intent executes the signature page of this Agreement. If not executed by all of the Current Members by September 23, 2022, the Agreement will become effective when executed by at least ten of the Current Members, so long as Albany County is among those who have executed this Agreement. Any Current Member that has not executed this Agreement when it becomes effective may renew their status as a Current Member thereafter when that

Current Member executes this Agreement after being duly authorized by the governing body in the case of Traditional MS4s or Non MS4 Municipalities or by the individual authorized to execute contracts in the case of Non Traditional MS4s.

- 13.2 Whenever an entity is admitted to Membership after the commencement 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.
- 13.3 Any Member may withdraw from the Coalition upon sixty (60) days written notice to the Coalition Stormwater Program Director. The withdrawal of a Member will not entitle that Member to the refund of any Membership Fee.
- 13.4 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 (2) 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 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 thirty (30) days of their date of re-entry, with that date determined and approved by the Coalition Board of Directors. The Board of Directors may decide to charge an administrative fee to cover the cost of updating relevant Stormwater Coalition documents.
- 13.5 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.

- 13.6 This Agreement may be terminated upon the written consent of a majority of Members, such consent to be given by their respective governing bodies.
- 13.7 Prior to termination, the Coalition Board of Directors will dispose of all Coalition assets and legal documents. These assets may include intellectual property, such as printed material; equipment and software, such as computers, printers and mapping equipment, Coalition GIS data; ArcGIS Online Web Applications; other ArcGIS Online applications; or the Stormwater Coalition website. Legal documents include those documents pertaining to recordkeeping requirements noted in past and current NYSDEC SPDES General Permits for Stormwater Discharges from Municipal Separate Storm Sewer System (MS4s) and documents named in grant contracts where the Host is the contractual party and the Coalition implements grant deliverables.
- 13.8 All records of the Coalition are subject to the Freedom of Information Law.
- 13.9 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.
- 13.10 This Agreement will be governed by and construed in accordance with the laws of the State of New York.
- 13.11 This Agreement may be executed in duplicate originals.
- 13.12 If not terminated earlier, this Agreement will remain in effect until December 31, 2027.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH OF THE FOLLOWING MUNICIPALITIES AND SIGNATORIES FOR NON-TRADITIONAL MS4S 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: _____

Town of Colonie

By: _____

Title

Date: _____

Town of Guilderland

By: _____

Title:

Date: _____

Town of New Scotland

By: _____

Title:

Date: _____

Village of Altamont

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: _____

University of Albany-SUNY (Uptown)

By: _____

Title:

Appendix A Coalition IMA-MOU Additional Services - GIS Fees												
Tier 1			Tier 2				Tier 3					
Coalition-wide			Infrastructure Mapping & Inspections				Infrastructure Mapping & Special Projects					
Shared Viewing Platform, Standardization & Updates			Infrastructure: Stormwater, Combined, Sewer Separation				Infrastructure: Combined, Sewer Separation, Sanitary					
MS4 Permit			MS4 & CSO Permit				MS4 & CSO Permit; Asset Management					
Activities Support: Shared Viewing Platform; Standardized Forms/Updates; Shared Products; Inter MS4 Communication			Activities Support: Infrastructure Mapping (Field Work, Other); Inspection Support - New Users; Enhanced Web Apps (Viewing Platform); Individual Muni/MS4 Needs				Activities Support: Infrastructure Mapping (Field Work, Other); Enhanced Web Apps (Viewing Platform); Special Projects					
Required for additional Tier 2 and Tier 3 Services			Optional - Some or All, needs Board approval				Optional - Some or All, needs Board approval					
			I. Creating/Updating Storm, CSO, Sewer Separation Infrastructure Data				I. Creating/Updating CSO, Sewer Separation, Sanitary Infrastructure Data					
			Field Mapping - Field, Desktop, Finalization				Field Mapping - Field, Desktop, Finalization					
			1wk (40 hrs) included w/ Tier 2 Fee		\$4,000	extra \$ 2 wks (80 hrs)		1wk (40 hrs) included w/Tier 3 Fee		\$4,500	extra \$ 2 wks (80 hrs)	
					\$8,000	4 wks (160 hrs)				\$8,500	4 wks (160 hrs)	
					\$16,000	8 wks (320 hrs)				\$16,500	8 wks (320 hrs)	
					Data provided by Community-Useable Data					Data provided by Community-Useable Data		
			Sm area (< 1.0 sq mi)- 10 hrs w/Tier 2 Fee		extra \$ Large area 1.0 - 2.0 sq mi)- 20 hrs		Sm area (< 1.0 sq mi)- 10 hrs w/Tier 3 Fee		extra \$ Large area 1.0 - 2.0 sq mi)- 20 hrs			
			Desktop Update - Infrastructure				Desktop Update - Infrastructure					
			Small area (< 1.0 sq mi)- 5 hrs w/ Tier 2 Fee		extra \$ Large area (1.0 to 2.0 sq mi)- 10 hrs		Small area (< 1.0 sq mi)- 10 hrs w/ Tier 3 Fee		extra \$ Large area (1 - 2 sq mi)- 10 hrs			
			Desktop Update - Data Model				Desktop Update - Data Model					
			2 data layers w/ Tier 2 Fee		extra \$ 3 - 6 data layers		7 + data layers w/ Tier 3 Fee		extra \$			
II. ArcGIS Online (AGOL) Web Apps - Viewing Platform Create Esri AGOL Web Application-1 community Create 3 Esri WebApps MS4Pmt focus (MCM1- MCM6) Maintain Web App- 1 community & Coaliton-wide Stormwater template layers			II. ArcGIS Online (AGOL) Web Apps - Viewing Platform Maintaining the Web App- 1 community Others Layers - Additional to SW Template Layers (3)				II. ArcGIS Online (AGOL) Web Apps - View'g Platform Create Esri AGOL Web Application - 1 Entity Maintaining the Web App - 1 entity Others Layers (5)					
III. Sharing/Viewing All Community Data Share Web App URLs - Individual Web Apps one location - ArchUB- create/maintain Individual WebApp-multi community data Share dataset with communities			III. Sharing/Viewing All Community Data				III. Sharing/Viewing All Community Data Individual WebApp-multi community data as approved					
IV. AGOL Survey123 Inspection Forms Create Survey123 Form - Update existing: 												