

**MEMORANDUM OF AGREEMENT FOR THE
CENTRAL NEW YORK STORMWATER COALITION**

Amended and updated on January 1, 2013

This MEMORANDUM OF AGREEMENT was approved by owners and operators of small Municipal Separate Storm Sewer Systems (MS4s) listed on the attached signature page, hereinafter referred to as “Coalition Members” that agreed to participate in the Central New York Stormwater Coalition. This document will commence on January 1, 2013 and will continue in effect until amended or superseded by adoption of a new Agreement.

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) has designated municipal entities within the Syracuse, New York Urbanized Area as Municipal Separate Storm Sewer System (MS4) communities required to maintain coverage under the State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Small MS4s; and

WHEREAS, as a condition of obtaining and maintaining coverage under the General Permit, the owners and operators of MS4s must develop and implement a stormwater management program which addresses six minimum control measures designed to protect the quality of stormwater runoff and which must also include a reduction of any pollutants of concern as specified in the 303(d) list and/or TMDLs; and

WHEREAS, the owners and operators of MS4s in Central New York recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and because there are opportunities to reduce duplication of services, take advantage of economies of scale, better coordinate regulatory requirements and enforcement actions, secure state grants for regionally supported projects, improve water quality, and reduce flooding by working collaboratively to identify and analyze options for meeting the requirements of the General Permit and the State of New York, has indicated that collaboration in these efforts is advisable; and

WHEREAS, the MS4 owners and operators who have adopted this Agreement support the creation of a stormwater organization entitled the Central New York Stormwater Coalition (Coalition) comprised of signatories to this Agreement including designated MS4 communities in Central New York as well as the Central New York Regional Planning & Development Board (CNYRPDB); and

WHEREAS, it is the intention of the owners and operators of MS4s in Central New York that the CNYRPDB provide administrative support services necessary to advance the role of the Coalition; and

WHEREAS, it is the intended purpose of the Coalition to foster the exchange of information, identify and promote discussion of issues of mutual concern, foster cooperation, propose recommendations and make reports which identify mutually beneficial solutions, seek funding sources and/or sustainable funding mechanisms which may help to accomplish the goals of the Coalition, and provide a mechanism for coordinating the implementation of regional solutions by and on behalf of the participating MS4 communities in Central New York.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the parties hereto mutually agree as follows:

1. **PURPOSE.** To authorize the work of the Central New York Stormwater Coalition, whose scope of work shall include collectively providing for the development and delivery of the following activities and services to participating municipalities:
 - a. Submit a single MS4 annual report form documenting compliance activities jointly undertaken on behalf of the Coalition;
 - b. Identify and make available opportunities for participating municipalities to pool resources related to stormwater pollution prevention;
 - c. Develop agreements for sharing of equipment and facilities by participating municipalities;
 - d. Provide coordination of services for participating municipalities to comply with stormwater program requirements, that will avoid duplication of effort, and to save money and time;
 - e. Serve as a clearinghouse to provide information to participating municipalities concerning the MS4 program and stormwater management;
 - f. Identify issues of growing concern related to stormwater management and recommend approaches to participating municipalities that will enable them individually or jointly to investigate and address them;
 - g. Identify and pursue funding mechanisms and opportunities that will enable participating municipalities to collectively accomplish the goals of the MS4 stormwater program;
2. **MEMBERSHIP.** Coalition Members are MS4 communities (voting members) and the Central New York Regional Planning & Development Board (non-voting member), that are signatories to this Agreement, or non-MS4 communities that are signatories to this agreement and that are admitted to this Coalition at its discretion as voting members.
 - a. **Representatives.** Each voting Coalition Member shall designate a representative and an alternate to serve on the Coalition. The representatives and alternates shall be responsible to attend at least 50% of regular Coalition meetings within the calendar year, transmit information from meetings and other communications to the Member municipality, obtain opinions from the municipality concerning stormwater issues and matters subject to Coalition vote, share such opinions with the Coalition membership, and vote in accordance with municipal intent. Unless directly employed by more than one municipality, no one person may act as the representative of more than one Member municipality. Representatives shall be either Chief Elected Officials or an individual authorized to act on behalf of the Chief Elected Official.

Each voting Member of the Coalition shall have one vote at all meetings on matters properly submitted for a vote.

No voting member of the Coalition shall receive compensation from the Coalition for services performed as a Member or officer serving on the Coalition. However, Member communities may be reimbursed for expenses previously authorized by the Coalition pending availability of funds.

- b. **Majority and Supermajority Vote.** 50% of the voting membership shall constitute a quorum for action at all meetings. The Coalition shall endeavor to develop a consensus in all decision making. A majority of the quorum shall approve all actions except those for which a supermajority is required. In the absence of a quorum, voting on all actions not requiring a supermajority will be permitted by electronic mail according to criteria established and agreed to in advance of the vote. A supermajority of 66% of the Coalition membership shall be required for approval of capital budgets and annual work plans, suspension and reinstatement of membership, and termination and reinstatement of membership. For actions requiring a supermajority, voting may be permitted by facsimile, electronic mail, or teleconference according to criteria established and agreed to in advance of the vote. Under no circumstance shall any action taken by the Coalition be construed to obligate any member to undertake individual projects or activities without their consent.

3. ELECTION, TERMS, AND DUTIES OF OFFICERS AND DUTIES OF TREASURER

- a. **Officers.** The Coalition shall elect a Chairperson (Chair), a Treasurer, and a Vice Chairperson (Vice Chair). Each of these officers shall be a Chief Elected Official or their Authorized Agent from among the Member municipalities.
- b. **Elections.** Officers shall be elected by the Coalition at the first meeting of every even numbered calendar year. A list of nominations for officers shall be prepared at the meeting prior to that in which officers are elected. Only one officer may be elected from any one Coalition member. Each officer shall serve a term of two years, or until the first meeting of the even numbered calendar year. Officers may serve consecutive terms.
- c. **Duties of Chair.** The Chair shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with this agreement, represent the Coalition in its relations with elected officials and other official bodies, groups and organizations, and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.
- d. **Duties of Vice-Chair.** The Vice-Chair shall, in the event of absence or disability of the Chair, perform the duties and exercise the responsibilities of the Chair and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.
- e. **Duties of Treasurer.** The Treasurer of the Coalition shall be responsible for reviewing financial reports and documentation provided by the CNYRPDB.

- f. **Duties of Financial Officer.** The Financial Officer shall be the CNYRPDB. The CNYRPDB shall have care and custody of the funds of the Coalition; sign all checks; keep full and

accurate books and records of all financial matters; prepare and provide quarterly financial reports; invoice Coalition Members for annual membership fees; and carry out additional duties as may be necessary to advance the purposes of the Coalition.

- g. **Vacancies.** In the event of a vacancy in the office of Chair, the Vice-Chair shall become the successor and serve the balance of the term. Vacancies occurring in the offices of Vice-Chair or Treasurer shall be filled for the balance of the term by a majority vote of the Coalition as expeditiously as possible.

- 4. **MEETINGS.** Regular meetings of the Coalition shall be held at least four times per year. A schedule of meetings shall be adopted at the beginning of each calendar year and may be amended during the course of the year. Special meetings may also be called at the discretion of the Chair, or upon the request of five or more Members of the Coalition.

The time, date, and location of meetings shall be announced at least fourteen days in advance, and agendas for the meetings shall be released at least seven days in advance. The CNYRPDB shall notify Coalition Members of routine and special meetings by e-mail. Prior notification may be given to local newspapers. Meetings may be conducted by teleconference or videoconference.

Meetings shall be conducted in accordance with the requirements of the General Municipal Law of New York State, and shall be open to the public.

- 5. **EXECUTIVE COMMITTEE AND SUBCOMMITTEES.** The Coalition shall establish an Executive Committee and subcommittees as it deems appropriate to examine specific issues and report their findings to all Members.

- a. **Executive Committee.** The Executive Committee shall consist of the Coalition Chair, Vice-Chair, Treasurer, Financial Officer, one representative from a Village, one representative from a Town, and two at-large members. Representatives from the Village and Town and the two at-large members shall be elected at the first Coalition meeting of every even numbered calendar year. Members of the Executive Committee shall serve two-year terms.

The Executive Committee shall meet at least four times per year on a schedule established by the Chair. Between scheduled meetings of the Coalition, the Executive Committee shall take action on matters determined by the full Coalition, including but not limited to setting meeting agendas and identifying and examining issues of concern, and shall report back to the full Coalition. The Executive Committee shall also make recommendations to the full Coalition regarding the Work Plan, projects, fees and use of funds and shall determine the need for Coalition subcommittees. Recommendations of the Executive Committee shall be based on a majority vote of those present.

- b. **Subcommittees.** The Coalition Executive Committee will have the authority, by majority vote, to establish subcommittees assigned to examination of specific issues and

concerns at its discretion. Participation in such subcommittees shall be voluntary. Subcommittees shall report back to the Coalition on their proceedings, findings, and tasks.

6. STAFFING AND RECORDS.

- a. **Role of the CNYRPDB.** The Coalition shall be staffed by the CNYRPDB. The CNYRPDB shall:
- i. Assume the role of Financial Officer;
 - ii. Provide quarterly financial reports to the Coalition;
 - iii. Include all funds of the Coalition in the CNYRPDB annual financial audit conducted by independent auditors;
 - iv. Assist with the research and application for grant funding and assist in the development of a sustainable funding mechanism to further the Coalition's long term programs, compliance initiatives, and the attainment of common goals;
 - v. Administer, on behalf of participating municipalities, grants related to the MS4 program;
 - vi. Lead development of requests for proposals and guide the selection process;
 - vii. Execute subcontracts and provide contract administration and oversight;
 - viii. Assist with local match documentation when appropriate;
 - ix. Facilitate communication and the flow of information among all relevant entities including calling and holding meetings, preparing meeting notices and agendas, preparing meeting summaries and member updates and other written materials, assist the Coalition Chair in attending to official correspondence of the Coalition, and additional responsibilities that advance the objectives of the Coalition;
 - x. Assist in the development of annual work plans and budgets;
 - xi. Serve as liaison to the NYSDEC.

Staff may have additional roles within the defined scope of responsibilities as necessary to fulfill the purposes of the Coalition.

b. **Records.** The CNYRPDB shall keep written records of meeting attendance; maintain the records of the Coalition and serve as the Coalition's Records Management Officer; and prepare information regarding Coalition activities for MS4 annual reports. The CNYRPDB shall maintain records in a central location and respond to requests for information from any interested person or organization under standard FOIL procedures. All records of the Coalition are subject to the Freedom of Information Law (FOIL).

7. **CONTRACTS.** Through the CNYRPDB, the Coalition shall be authorized to contract for services with other agencies, entities or organizations on behalf of all or some of its Members.

8. FEES.

- a. **Base Fee.** A base membership fee shall be established and reviewed annually by the Executive Committee. The Executive Committee shall present recommendations to the full Coalition membership for a vote. The base fee shall cover operating expenses and activities required to fulfill the purposes of the Coalition, including administrative fees, education programs, and service contracts.
- b. **Additional Functions.** Aside from the functions covered by the base membership fee, the Coalition Executive Committee may recommend additional functions related to the MS4 Program and present them for approval by the Coalition Members. Members may subscribe to the additional function and receive the services provided under that function through payment of an additional fee. Such additional fees would cover all direct and indirect costs of the additional function.
- c. **Payment.** Basic fees shall be invoiced on or before January 31 of each year, and shall be due and payable within 90 days of the date of invoice.
- d. **Custody.** The CNYRPDB shall have custody of all funds of the Coalition. Coalition funds that originate from basic membership fees will be deposited in a separate account at the CNYRPDB.
- e. **Local Match.** Fees allocated to the general operations of the Coalition may not be used as cash match dollars for federal or state grants. However, documentation of membership fees may be used as match if appropriate to the grant program and allowed by the funding entity. If match beyond documentation of membership fees is necessary, the match will be subject to Executive Committee approval. Coalition Members participating in the grant application will be required to provide municipal approval of the additional cost for the supplemental service that the grant will provide in advance of submitting the grant application.

9. BUDGET AND WORK PLAN

- a. **Approval of Budget and Work Plan.** In June of each year, the Coalition shall present its budget and projected expenses for the upcoming year. The CNYRPDB shall develop the work plan and budget based upon Executive Committee recommendations. The work plan and budget shall be subject to approval by a supermajority of the Coalition membership.
- b. **Content and Scope of Budget.** The fiscal year of the Coalition shall be January to December. The proposed budget will show the projected cost of all Coalition activities for basic functions for the upcoming fiscal year, the projected amounts of grants that will be received as well as other non-local income and the amount of income that will need to be contributed by Members. The proposed Budget will separately show the cost of functions beyond the basic activities that will be paid for by separate contract fees.

- c. **Notification of Members.** When the proposed budget is approved, the CNYRPDB will calculate the basic membership fees owed by each Member and will send a letter containing this information to the Chief Elected Official of each Member on or before July 31. The governing body of each Member will notify the Coalition by October 31 as to whether it intends to continue its membership for the upcoming fiscal year.

10. **NON-VOTING PARTICIPANTS.** Other agencies, organizations, and municipal engineering consultants may participate in the discussions and proceedings of the Coalition at the discretion of its Members. However, the aforementioned participants shall not be entitled to vote on behalf of a Coalition member unless he or she has been formally designated as a municipal representative or an alternate.

11. **TERM OF AGREEMENT.** This Agreement will commence on January 1, 2013 and will continue in effect until amended or superseded by adoption of a new Agreement. Any Member may withdraw from this Agreement upon sixty days written notice to the Chairperson of the Coalition.

12. **AGREEMENT TERMS AND CONDITIONS.**

- a. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement. Each Member shall be solely responsible and liable for its own activities under this Agreement, including but not limited to obtaining and maintaining coverage under the current permit, and for the preparation and implementation of its own Stormwater Management Program in accordance with the current permit.
- b. This Agreement may be amended upon a supermajority vote of the Coalition. Amendments shall be prepared by the Executive Committee or a Subcommittee charged with this task. The wording of any proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered. Any proposed amendment shall be tabled at the meeting in which it is introduced and voted upon no sooner than the next regular meeting.
- c. Each Member shall indemnify and hold harmless the other Members, their officers, agents and assigns, and CNYRPDB from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.
- d. This Agreement is established pursuant to Article 5-G of the General Municipal Law of the State of New York, and shall be governed by and construed in accordance with the laws of the State of New York.

13. SUSPENSION AND TERMINATION OF MEMBERSHIP.

- a. Attendance by any Member at less than 50% of meetings within a calendar year may, upon a majority vote of the Coalition, result in suspension of membership and loss of voting privileges. Upon suspension for non-attendance, the Member may appeal the suspension and request to be reinstated. Reinstatement of membership and voting privileges following suspension for insufficient attendance shall require a majority vote by the Coalition.
- b. Membership and voting privileges may be suspended by majority vote of the Coalition for non-payment of fees within 90 days of the date of invoice. Membership and voting privileges will be reinstated upon receipt of an appeal of the suspension and payment in full of the fees due.
- c. If a Member whose membership has been suspended has not submitted an appeal within 90 days of the suspension, their membership shall be considered terminated for all recordkeeping and administrative purposes. A municipality may terminate its membership upon adoption of a resolution by the legislative body of that municipality. All rights to request reimbursement of any remaining portion of the membership dues are forfeited upon membership withdrawal or termination of the membership.

14. **SEVERABILITY.** If any provision, paragraph, sentence, or clause of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision, paragraph, sentence or clause had not been contained herein.

15. **EXECUTION.** In consideration of the foregoing, the governing bodies of each of the following have duly authorized the execution of this Agreement by the signatures below.

Village of Baldwinsville

Date

Town of Camillus

Date

Village of Camillus

Date

Village of Central Square

Date

Town of Cicero

Date

Town of Clay

Date

Town of DeWitt

Date

Village of East Syracuse

Date

Village of Fayetteville

Date

Town of Geddes

Date

Town of Hastings

Date

Town of LaFayette

Date

Village of Liverpool

Date

Town of Lysander

Date

Town of Manlius

Date

Village of Manlius

Date

Town of Marcellus

Date

Village of Marcellus

Date

Village of Minoa

Date

Village of North Syracuse

Date

County of Onondaga

Date

Town of Onondaga

Date

Village of Phoenix

Date

Town of Pompey

Date

Town of Salina

Date

Village of Solvay

Date

Town of Sullivan

Date

City of Syracuse

Date

Town of Van Buren

Date

NYS Fairgrounds

Date

CNYRPDB *(non-voting)*

Date

Onondaga Co SWCD *(non-voting)*

Date

Oswego Co SWCD *(non-voting)*

Date

Madison Co. Planning
Department *(non-voting)*

Date

