

AGREEMENT

This Agreement (“Agreement”), effective January 1, 2024 (“Effective Date”), is entered into by and among those municipalities and organizations which have executed the attached signature page(s).

WITNESSETH:

WHEREAS, the New York State Department of Environmental Conservation has designated certain municipal entities within the Utica-Rome 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 (“General Permit”); 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 New York State Section 303(d) List of Impaired/TMDL Waters; and

WHEREAS, the owners and operators of MS4s in the Mohawk Valley recognize that collaboration in these efforts is advisable because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to reduce duplication of services, take advantage of economies of scale, better coordinate regulatory requirements and enforcement actions, secure 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

WHEREAS, the MS4 owners and operators who have adopted this Agreement support the creation of a stormwater organization entitled the Mohawk Valley Stormwater Coalition, to be administered and supported by the Herkimer Oneida Counties Comprehensive Planning Program (“HOCCPP”); 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 the Mohawk Valley.

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

1. **FORMATION AND PURPOSE.** There is hereby formed the Mohawk Valley Stormwater Coalition (“Coalition”). The purposes of the Coalition shall be to:

- a) Address local, state and federal nonpoint-source pollution issues, with the ultimate decisions and control being at the local level;
- 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; and
- 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 AND VOTING.** Membership in the Coalition shall be restricted to MS4 communities, each of which shall be a voting member (“Voting Coalition Member”); the Herkimer Oneida Counties Comprehensive Planning Program and the Oneida County Department of Water Quality and Water Pollution Control (each a “Non-Voting Coalition Member”); and any new members admitted to the Coalition. The Voting Coalition Members and Non-Voting Coalition Members shall constitute the “Coalition Members.”

- a) **Admission of New Coalition Members.** The Coalition may by a majority vote of the total Voting Coalition Members admit any MS4 community as a new Voting Coalition Member and any other entity as a new Non-Voting Coalition Member. Upon admission of a new Voting Coalition Member, such new Voting Coalition Member shall execute this Agreement and upon such execution shall agree to be bound by the terms of this Agreement.
- b) **Representatives.** Each Coalition Member shall designate in writing to the Chairperson of the Coalition a primary and one or more alternate representatives.
- c) **Quorum and Voting.**
 - i. **Quorum.** The presence of a majority of the total Voting Coalition Members shall constitute a quorum for all business.

- ii. **Voting.** All action shall be taken by vote of “yes” or “no.” No proxies or written votes shall be allowed.
- iii. **Actions Requiring Simple Majority Vote.** An affirmative vote by the majority of the total Voting Coalition Members shall be required for all actions except those for which a supermajority is required.
- iv. **Actions Requiring Supermajority.** An affirmative vote by two-thirds of the total Voting Coalition Members shall be required for the suspension of membership, termination of membership, or termination of this Agreement and dissolution of the Coalition. Under no circumstance shall any action taken by the Coalition obligate or be construed to obligate any Coalition Member to undertake individual projects or activities without its consent.

3. **SUSPENSION AND TERMINATION OF MEMBERSHIP.**

- a) Attendance by any Coalition Member at less than half of meetings within a calendar year may, upon a supermajority vote of the total Voting Coalition Members, result in suspension of membership and loss of voting privileges. Following suspension for non-attendance, the Coalition Member may request to be reinstated. Reinstatement of membership and voting privileges following suspension for insufficient attendance shall require a majority vote by the total Voting Coalition Members.
- b) Coalition membership and voting privileges may be suspended by a supermajority vote of the total Voting Coalition Members for non-payment of fees within 90 days of the date of invoice. Reinstatement of membership and voting privileges shall be automatic, and not require a vote of the Coalition, upon request of the Coalition Member and payment of the fees then due.
- c) If a Coalition Member whose membership has been suspended has not submitted a request for reinstatement, or paid past due fees, within 90 days of the suspension, its membership shall be terminated and this Agreement shall continue for the remaining Coalition Members. Upon such termination, the Coalition Member shall not be entitled to reimbursement for any base membership fee already paid.

4. **ELECTION, TERMS, AND DUTIES OF OFFICERS**

- a) **Officers.** The officers of the Coalition shall be a Chairperson, Vice Chairperson, and Secretary Treasurer. The Chairperson and Vice Chairperson shall each be the chief elected official of a Voting Coalition Member, or the authorized representative of such chief elected official. The Secretary Treasurer shall be the authorized representative of HOCCPP.
- b) **Elections.** Officers shall be elected by a majority vote of the total Voting Coalition Members. Officers shall be elected by the Coalition at its first meeting and thereafter

at the first meeting of the Coalition every even-numbered calendar year. Only one officer may be elected from any Coalition Member. Each officer shall serve a term of two years, or until the first meeting of the even numbered calendar year, whichever is shorter. Officers may serve consecutive terms.

- c) **Duties of Chairperson.** The Chairperson 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 Chairperson.** The Vice Chairperson shall, in the event of absence or disability of the Chairperson, perform the duties and exercise the responsibilities of the Chairperson and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.
- e) **Duties of Secretary Treasurer.** The Secretary Treasurer shall:
 - i. Prepare the minutes of the meetings of the Coalition; have custody of the minutes books; keep written records of meeting attendance; maintain the records of the Coalition; serve as the Coalition's records management officer; and prepare information regarding Coalition activities for MS4 annual reports. The Secretary Treasurer shall maintain records in a central location and respond to requests for information from any interested person or organization under standard Freedom of Information Law ("FOIL") procedures. All records of the Coalition are subject to the Freedom of Information Law.
 - ii. Have custody of all funds of the Coalition appropriated for its use and paid over to it, and of all other funds received by or for the account of the Coalition, except as otherwise provided by law. The Secretary Treasurer shall keep itemized records of all receipts and disbursements of the Coalition, and shall make periodic reports thereof, at the meetings of the Coalition, and shall perform such other duties as may be delegated or required by or pursuant to law.
- f) **Removal of Officers.** The Coalition may at any meeting, by vote of a majority of the total Voting Coalition Members, remove from office any officer of the Coalition with or without cause.
- g) **Vacancies.** In the event of a vacancy in the office of Chairperson, the Vice Chairperson shall become the successor and serve the balance of the term of the Chairperson. Vacancies occurring in the offices of Vice Chairperson or Secretary Treasurer shall be filled for the balance of the term by a majority vote of the total Voting Coalition Members as expeditiously as possible.

5. **MEETINGS.** Regular meetings of the Coalition shall be held at least five 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 Chairperson, or upon the request of five or more Voting Coalition Members of the Coalition. The time, date, and location of regular meetings shall be announced at least seventy-two hours in advance, and agendas for the meetings shall be released at least twenty-four hours in advance. Meetings shall be conducted in accordance with the requirements of the Open Meetings Law, and shall be open to the public, except for executive sessions, which may be called for any purpose authorize by the Open Meetings Law.

6. **ROLE OF HOCCPP.** The Coalition shall be administered by the HOCCPP. The HOCCPP shall:
 - a) Serve as Secretary Treasurer;
 - b) 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;
 - c) Administer, on behalf of participating municipalities, grants related to the MS4 program;
 - d) Lead development of requests for proposals and guide the selection process;
 - e) Execute subcontracts and provide contract administration and oversight;
 - f) Assist with local match documentation when appropriate;
 - g) 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 Chairperson in attending to official correspondence of the Coalition, and additional responsibilities that advance the objectives of the Coalition;
 - h) Assist in the development of annual work plans and budgets;
 - i) Serve as liaison to the New York State Department of Environmental Conservation;
 - j) Perform such additional duties as necessary to fulfill the purposes of the Coalition.

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

8. FEES.

- a) **Base Fee.** A base membership fee shall be established and reviewed annually by the Coalition. The base membership 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 may discuss and approve additional functions related to the MS4 Program and present them for approval by the Members. Members may subscribe to an additional function and receive the services provided under that function through payment of an additional fee. Such additional fees shall cover all direct and indirect costs of the additional function.
- c) **Payment.** The Secretary Treasurer shall invoice base membership fees on or before January 31 of each year. Base membership fees shall be due and payable within 90 days of the date of invoice. Failure to pay Base membership fees within 180 days of invoice shall result in automatic removal, as described herein, unless such removal is stayed or waived by a majority vote of the total Voting Coalition Members.
- d) **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. 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.
- e) **Fees Upon Removal of Coalition Member.** Upon removal or termination of a Coalition Member, such Coalition shall not be reimbursed for base membership fees already paid for the calendar year.

9. BUDGET AND WORK PLAN

- a) **Approval of Budget and Work Plan.** The Secretary Treasurer shall develop the work plan and budget of the Coalition, based upon Coalition recommendations. The work plan and budget shall be subject to approval by majority of the total Voting Coalition Members.
- b) **Content and Scope of Budget.** The fiscal year of the Coalition shall be January to December. The Secretary Treasurer shall by October 1st of the calendar year transmit a proposed budget to the Coalition ("Proposed Budget"). 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 Coalition 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) **Adoption of Budget.** The Coalition shall adopt the Proposed Budget, with any modifications approved by the majority of the total Voting Coalition Members, by December 1st of the Calendar year (as adopted, the “Final Budget”). Upon adoption of the Final Budget, the HOCCPP will calculate the base membership fees owed by each Member and will send a letter containing this information to the Chief Elected Official of each Coalition Member on or before December 15th.
10. **TERM OF AGREEMENT.** This Agreement will commence on January 1, 2024 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. This Agreement may be terminated, and the Coalition dissolved, upon a two-thirds vote of the total Voting Coalition Members.
 11. **AGREEMENT TERMS AND CONDITIONS.**
 - a) **Amendments.** This Agreement may be amended only in writing duly executed by each Voting Coalition Member, and such amendment shall be attached to and become a part of this Agreement. Upon adoption of an amendment to this Agreement, any Voting Coalition Member, should it disagree with such amendment, may within 10 days terminate its membership in the Coalition, notwithstanding any provision of this Agreement to the contrary. Upon such termination of membership, this Agreement shall continue as to the remaining Coalition Members. Should the disagreeing Voting Coalition Member not so terminate its membership within 10 days, such disagreeing Voting Coalition Member shall be bound by such Amendment.
 - b) **Liability.**
 - i. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, including but not limited to obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (current permit) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.
 - ii. Each Coalition Member shall indemnify and hold harmless the other Coalition Members, their officers, employees, agents and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.
 - iii. Each Coalition Member shall indemnify and hold harmless HOCCPP and its officers, employees, agents, and assigns, from and against any and all claims, litigation, actions, regulatory actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys’, investigators’ and

consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by HOCCP, arising from or relating to its performance under this Agreement.

- iv. Each Coalition Member, on behalf of itself and its officers, employees, and agents, fully and forever waives, discharges and releases HOCCP and its officers, employees, and agents from any and all claims the Coalition Member and its officers, employees, and agents may have or hereinafter have for any permit violation, permit loss, enforcement action, regulatory action, environmental claim, injury to the Coalition Member, injury to third parties, loss of grant, loss of funding, or any other claim, litigation, action, proceeding, loss, damage, liability, obligation, costs and expenses, of any kind whatsoever, including attorneys', investigators' and consulting fees, arising from or related to this Agreement, whether caused by an act or omission of HOCCP and whether or not caused by negligence or gross negligence of HOCCP.
- c) **Governing Law and Jurisdiction.** 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 with regard to its conflicts of laws. Any dispute concerning this Agreement shall be litigated in a court of competent jurisdiction located in Oneida County, New York.
- d) **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.
- e) **Counterparts.** This Agreement may be executed in Counterparts, each of which shall be deemed an original.

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.



County of Oneida

6/17/24
Date

By: Anthony J. Picente, Jr.
County Executive

Address: 800 Park Avenue
Utica, New York 13501

Mich. P. [Signature]

City of Utica

5/23/24

Date

By: *Michael P. Galina Mayor*
Printed Name, Title

Address: 1 Kennedy Plaza
Utica, New York 13502

City of Utica
Department of Legislation
In Common Council

May 15, 2024

Sponsored by: Councilmembers Burmaster, Williamson

Approving Agreement for participation in Mohawk Valley Storm Water Coalition.

WHEREAS, the City of Utica, along with the County of Oneida and many neighboring municipalities has been designated as a Municipal Separate Storm Sewer System community and,

WHEREAS, as a result of this designation the City has obligations that are best served by cooperating with similarly situated nearby communities who share common concerns as well as common drainage basins and systems, therefor,

RESOLVED, the City of Utica hereby authorizes and approve acceptance of the proposed Intermunicipal Agreement for participation in the Mohawk Valley Storm Water Coalition in substantially the same form as attached hereto and,

FURTHER RESOLVED, the Mayor is authorized to execute this Agreement and any other documents necessary to effectuate the intent of this Resolution.

Yeas: Aiello, Burmaster, Betar, Carcone, Ervin, Betrus, Williamson, Colosimo-Testa, LoMedico – 9

Nays: 0

Adopted.

STATE OF NEW YORK, CITY OF UTICA)
City Clerk's Office) ss.

) I hereby certify that I have compared the foregoing copy of a Resolution of the Common Council with the record of proceedings of the Common Council of said City of Utica, duly made and on file in this office, and that same is a correct transcript therefrom and of the whole of said Resolution.

In TESTIMONY WHEREOF, I hereunto affix the Corporate Seal of said City, and subscribe my name, this 16th day of May, 2024

Melissa R. Sciortino
Melissa R. Sciortino, City Clerk

Michael Mahoney
Village of Yorkville

9/17/24
Date

By: Michael Mahoney - Mayor
Printed Name, Title

Address: 30 Sixth Street
Yorkville, New York 13495

Elizabeth C. Tantiello
Village of Clinton

6/18/2024
Date

By: Elizabeth C. Tantiello, Mayor
Printed Name, Title

Address: 100 North Park Row
Clinton, New York 13323 PO Box 242

Clifford M. O'Connor Jr.
Village of Oriskany

5/20/24
Date

By: Clifford M. O'Connor Jr. mayor
Printed Name, Title

Address: 708 Oriskany Street
Oriskany, New York 13424

Donald J. Ryan
Village of New Hartford

5/13/2024
Date

By: Donald J. Ryan Mayor
Printed Name, Title


Address: 48 Genesee Street
New Hartford, New York 13413


Village of Whitesboro

5/14/2024
Date

By: Glenn Hopsicker, Mayor
Printed Name, Title

Address: 10 Moseley Street
Whitesboro, New York 13492


Town of Deerfield

6/26/24
Date

By: Gregory Sacco - Town Supervisor
Printed Name, Title

Address: 6329 Walker Road
Deerfield, NY 13502

Richard Sherman
Town of New Hartford

5.20.24
Date

By: RICHARD SHERMAN HIGHWAY SUPV.
Printed Name, Title

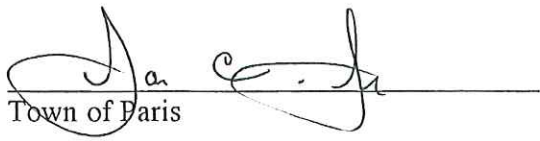
Address: 8635 Clinton Street
New Hartford, NY 13413


Town of Kirkland

10/16/2024
Date

By: ROBERT J. MERLINO TOWN SUPERVISOR
Printed Name, Title


Address: 3699 State Route 12B
Clinton, NY 13323


Town of Paris

5/16/24
Date

By: JAMES CHRISTIAN, JR. Town Supervisor
Printed Name, Title

Address: 2580 Sulphur Springs Rd
Sauquoit, NY 13456



Town of Whitestown

6/12/24
Date

By: Shawn J. Kaleta - Town Supervisor
Printed Name, Title

Address: 8539 Clark Mills Road
Whitesboro, NY 13492

[Signature]
Town of Schuyler

8-12-24
Date

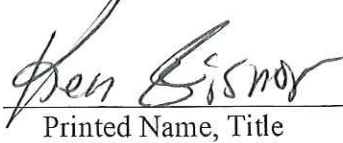
By: Anthony J Lucenti Supervisor
Printed Name, Title

Address: 2090 State Route 5
Utica, NY 13502



Town of Westmoreland

5-14-24
Date

By:

 Supervisor
Printed Name, Title

Address: 100 Station Road
Westmoreland, NY 13490



5/14/24

Herkimer Oneida Counties Comprehensive
Planning Program

Date

By: James J. Genovese II, Commissioner
Printed Name, Title

Address: 321 Main Street
Utica, NY 13501

Oneida County Department of
Water Quality and Water Pollution Control

4/16/2024
Date

By: Karl E. Schrantz
Karl E. Schrantz, Commissioner

Address: 51 Leland Ave.
Utica, NY 13503