

1. 7:00 P.M. Common Council Meeting
Common Council Meeting
Common Council Chambers
City Hall
Cohoes, New York 12047

AGENDA

July 26, 2022, 7:00 p.m.

MEETING

Roll Call
Public Comment

1. Resolution No. 47 – A Resolution amending the annual budget for fiscal year 2022
2. Resolution No. 48 – A Resolution authorizing the Mayor to sign a revised five (5) year Albany County Inter-Municipal Agreement related to Storm Water Management

Documents:

[7.26.2022 COUNCIL MEETING LEGISLATION AND BACKUP MATERIAL.PDF](#)

1

RESOLUTION NO. 47 FOR THE YEAR 2022

**A RESOLUTION AMENDING THE ANNUAL
BUDGET FOR FISCAL YEAR 2022**

WHEREAS, a transfer of funds from a certain account to another account in the annual estimate has become necessary to meet our obligations.

NOW, THEREFORE, BE IT

RESOLVED, that the annual estimate for 2022 fiscal year is hereby amended in accordance with the budget line transfer form attached hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 26th day of July, 2022.

Brian S. Kremer
Corporation Counsel

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this ____ day of July, 2022.

Clerk

President

I hereby approve the foregoing Resolution of the Common Council.

Date

William T. Keeler
Mayor of the City of Cohoes, New York

**City of Cohoes 2022 BUDGET
ACCOUNT CODE TRANSFER REQUEST FORM**

Funds Transferred To	Funds transferred from	Account Code	Amount	Transfer Justification
The Following transfers are budget Neutral				
PT SUMMER HELP RECREATIONS ASST	A5110.1850 RECYCLING EXPENSES	A8160.4902	\$ 20,000.00	ADDITIONAL PT SUMMER RECREATION WORKERS HIRED FOR MOWING, WEEDING ETC..
MEO LIGHT REFUSE	A8160.1990 LABORERS SALARIES- REFUSE	A8160.1980	\$ 92,000.00	TRANSFER TO COVER PROMOTIONS
MEO LIGHT- SEWER	G8120.1011 MEO HEAVY- SEWER	G8120.1009	\$ 50,000.00	TRANSFER TO COVER NEW HIRE
SEWER MAINTENANCE	G8120.4655 WORKING FOREMAN	G8120.1008	\$ 47,800.00	TRANSFER TO COVER BEDFORD ST SEWER PROJECT AND RENTAL OF VACTOR TRUCK FOR 5 MO.
	MEO HEAVY- SEWER	G8120.1009	\$ 3,000.00	TRANSFER TO COVER BEDFORD ST SEWER PROJECT AND RENTAL OF VACTOR TRUCK FOR 5 MO.
		G8130.4000	\$ 49,200.00	TRANSFER TO COVER BEDFORD ST SEWER PROJECT AND RENTAL OF VACTOR TRUCK FOR 5 MO.

The Following Transfer are an increase to the annual budget based on actual revenue received to date

DATE 7/22/22

2

RESOLUTION NO. 48 FOR THE YEAR 2022

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A REVISED
FIVE (5) YEAR ALBANY COUNTY INTER-MUNICIPAL AGREEMENT
RELATED TO STORM WATER MANAGEMENT**

WHEREAS, the Common Council previously approved by resolution the City's participation in the Storm Water Coalition of Albany County; and

WHEREAS, the agreement regarding same was previously revised and extended in 2017 and revised again in 2019; and

WHEREAS, the agreement, as revised and extended, is scheduled to expire on or about December 31, 2022.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized to sign the revised and extended inter-municipal agreement, in a form approved by the Corporation Counsel, on behalf of the City; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 26th day of July, 2022.

Brian S. Kremer
Corporation Counsel

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this _____ day of July, 2022.

Clerk

President

I hereby approve the foregoing Resolution of the Common Council.

Date

William T. Keeler
Mayor of the City of Cohoes, New York

**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,

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.

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.

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.

- 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.

- 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.

9.7 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.

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.

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 Work 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 and Non Traditional MS4 after authorizing resolutions have been

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.

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: