

Agenda
Manlius Town Board
October 23, 2019
6:30 PM

1. Pledge Of Allegiance
2. Approval Of Minutes - October 9, 2019

Documents:

[10-9-19 DRAFT.PDF](#)

3. Approval Of Abstract # 20
4. Local Law 2019-6 Posting Of Gulf Road

Documents:

[LOCAL LAW 2019-6 POSTING OF GULF ROAD ENACTING.PDF](#)

5. 2020 Preliminary Budget Public Hearing
6. OCEBA Joint Services Agreement

Documents:

[OCEBA JOINT SERVICE AGREEMENT.PDF](#)

7. Resolution CNY Stormwater Coalition & Education

Documents:

[RESOLUTION CNY STORMWATER COALITION STAFF AND EDUCATION.PDF](#)

8. Correspondence/ New Business
9. Highway Superintendent
10. Planning & Development
11. Attorney
12. Town Clerk
13. Police Chief
14. Town Board
15. Supervisor
16. Adjournment

Please silence cell phones.

MINUTES
TOWN BOARD
October 10, 2019

The Town of Manlius Town Board assembled at the Town Hall, 301 Brooklea Drive, Fayetteville, New York, with Supervisor Edmond Theobald presiding and the following Board members present:

John R. Loeffler, Councilor
Sara Bollinger, Councilor
Nicholas J. Marzola, Councilor
Karen Green, Councilor
Richard Rossetti, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town
Mike Crowell, Police Chief
Doug Miller, Town Engineer
Randy Capriotti, Director of Codes

Allison A. Weber, Town Clerk
Rob Cushing, Highway Superintendent
Ann Oot, Town Manager

Other persons attending: Ellen McGrew, Jonathon Zogby, Jason Klaiber, Heather Waters, Jim McKeever, Rob Taylor, Rob Oley.

The Pledge of Allegiance

Supervisor Theobald, called the meeting to order at 6:30 pm. Councilor Green led the Pledge of Allegiance. Supervisor Theobald welcomed everyone and thanked all for attending.

Approval of Minutes – September 25, 2019

Councilor Rosetti made a motion, seconded by Councilor Loeffler, to approve the minutes of September 25, 2019 as submitted by Town Clerk Weber.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Green

Abstain: Councilor Bollinger

Nays: 0

All in Favor.

Motion Carries.

Approval of Abstract # 19

Councilor Marzola made a motion, seconded by Councilor Green, to approve Abstract # 19 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 19 - 2019	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 301,547.32
B	General Fund Town	\$ 10,959.51
DA	Highway Fund Townwide	\$ 230,923.63
DB	Highway Fund Town	\$ 120,913.32
SL1	Overhead Lighting	\$ 1,507.72
SL2	Underground Lighting	\$ 2,146.91
SL3	Entry Lighting	\$ 97.34
SL4	Garden Park Lighting	\$ 613.03
SL5	Ratnaur Bridge Lighting	\$ 2,444.25
SR1	Manlius Trash District	\$ 168.44
SR2	Manlius Res Brush District	\$ 168.44
SS1	Manlius Con Sewer District	\$ 1,341.10

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nayes: 0

All in Favor.

Motion Carries.

Public Hearing – Proposed Local Law – Property Tax Cap Override

Supervisor Theobald stated that the property tax cap override has been discussed in detail.

Councilor Marzola briefly discussed the history of the property tax cap and stated that Town has a strong history of being below the tax cap. Councilor Marzola stated that part of the property tax cap legislation includes a penalty for a municipality if the municipality is above the tax cap. Councilor Marzola stated that the calculation for the property tax cap is very complicated and overriding the property tax cap is risk avoidance.

Supervisor Theobald stated that some municipalities pass the property tax cap override during the organizational meeting.

Councilor Loeffler stated that the 2019 full town tax rate is lower that it was in 2014.

Councilor Green made a motion, seconded by Councilor Marzola, to waive the reading of the public notice for the public hearing in the matter of Local Law 2019-5 Overriding the Property Tax Cap for the Fiscal Year 2020.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola

Nayes: 0

All in Favor.

Motion Carries.

Councilor Rossetti made a motion, seconded by Councilor Loeffler, to open the public hearing at 6:38 PM in the matter of Local Law 2019-5 Overriding the Property Tax Cap for the Fiscal Year 2020.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola

Nayes: 0

All in Favor.

Motion Carries.

Robert Taylor, Fayetteville, asked if the property tax cap override was something that the Town Board passed annually and if this is part of the normal process? The Town Board answered yes.

Supervisor Theobald discussed the first year that the property tax cap calculation was completed.

Councilor Loeffler stated that the property tax cap calculation is very complicated, and the Town was concerned about making a mistake during the calculation process.

Robert Oley, Manlius, asked the Town Board if the Town has been overriding the property tax cap override every year what have you and the other towns been doing to try and get the property tax cap eradicated? Mr. Oley asked what steps have the Town taken towards that?

Supervisor Theobald stated that he is on the executive committee and the resolution committee for the Association of Towns. Supervisor Theobald stated that every year, one of the resolutions adopted is to get the property tax cap to be more flexible.

Mr. Oley asked if the Town could publish what is discussed (at the executive committee and the resolution committee for the Association of Towns)? Supervisor Theobald discussed the process and stated that he would publish that information.

Supervisor Theobald discussed how the Association of Towns and the resolutions committee works to represent the Towns in Albany.

Mr. Oley stated that the star rebate check is not affected by the property tax cap override. Mr. Oley stated that the rebate check is affected by the school districts ability to stay below the tax cap. Mr. Oley thanks the Town Board for their time.

Mr. Taylor asked how many times the Town has exceeded the tax cap? Councilor Marzola stated that the information he is asking about will be presented during the upcoming presentation.

Councilor Loeffler stated that whenever there has been a threat that the Town would exceed the property tax cap, it is due to things like special districts.

With there being no further comments from the public, Councilor Rossetti made a motion, seconded by Councilor Loeffler, to close the public hearing at 6:45pm in the matter of the Local Law 2019-5 Overriding the Property Tax Cap for the Fiscal Year 2020.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola

Nays: 0 All in Favor. Motion Carries.

Councilor Marzola made a motion, seconded by Councilor Loeffler, to pass Local Law 2019-5 - Overriding the Property Tax Cap in the Town of Manlius for Fiscal Year 2020 as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola

Nays: 0 All in Favor. Motion Carries.

Adopt 2020 Preliminary Budget

Councilor Marzola presented the 2020 Preliminary Budget and reviewed the budget process.

Councilor Marzola reviewed the scoring methodology for the New York State Comptrollers Fiscal Stress Monitoring System for both financial and environmental factors. Councilor Marzola stated that the Town's financial fiscal stress score is 3.3% and the environmental score is 0.0%. Councilor Marzola stated that both scores are very good.

Councilor Marzola discussed the changes that had been made to the preliminary budget after the tentative budget was accepted. Councilor Marzola stated that the police department had decreased personnel and contractual lines, the Highway DA fund was decreased, and the non-tax revenue was increased due to AIM funding. Councilor Marzola reviewed the property tax cap information from 2013 to present.

Councilor Marzola discussed the budget information that is still being reviewed by the Town and the budget data that the Town is yet to receive.

Councilor Marzola reported the following tax rates:

- Full Town preliminary tax rate is \$4.873 from \$4.830; Up \$0.043 (0.88%)
- Part Town preliminary tax rate is \$3.679 from \$3.636; Up \$0.043 (1.18%)

Councilor Marzola made a motion, seconded by Councilor Loeffler, to adopt the Preliminary Budget for the fiscal year 2020 as presented.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola

Nayes: 0

All in Favor.

Motion Carries.

Set Date – Public Hearing – 2020 Preliminary Budget

Councilor Bollinger made a motion, seconded by Councilor Marzola, to set the date for a public hearing on the 2020 Preliminary Budget for the fiscal year 2020 for October 23, 2019 at 6:35 PM at the Town Hall in the Town of Manlius, located at 301 Brooklea Dr. Fayetteville NY.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nayes: 0

All in Favor.

Motion Carries.

Correspondence/New Business

A) Highway Superintendent

Highway Superintendent Cushing stated that the summer highway projects have been completed and the department is preparing for winter.

Supervisor Theobald stated that the Town will be receiving \$64,000 from the county for the severity factor in the 2019 snowplow contract with Onondaga County.

B) Planning & Development

Director Capriotti stated that inspections are up compared to this time last year and the number of inspections does not appear to be slowing down.

Town Engineer Miller stated that the preliminary field work and surveying is underway for the Hoag Lane drainage study.

C) Attorney – No New Business

D) Town Clerk

Town Clerk Weber presented a renewal contract from Aspinall's Landscaping for the removal of snow from the sidewalks at Manlius Town Hall. Town Clerk Weber stated that the rate for snow removal is the same as last year.

Councilor Rossetti made a motion, seconded by Councilor Marzola, to authorize Supervisor Theobald to sign an agreement with Aspinall's Landscaping for the removal of snow from the

sidewalks at Manlius Town Hall from 7:00 Am to 2:30 PM for 2019-2020 winter season at a rate of \$140 per time.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nayes: 0

All in Favor.

Motion Carries.

E) Police Chief

Chief Crowell gave the following report:

- Calls for service remain steady from last year
- The department continues to plan for legislative changes that will be effective January 1, 2020.
- The 3 recruits are doing very well.
- The department will be conducting interviews to fill 2 sergeant positions
- John Buske has been appointed to the volunteer position of Police Chaplain.

F) Town Board

Councilor Bollinger gave a report on the Planning Process Committee. Councilor Bollinger stated that the committee has been reviewing the sign regulations of the Town Code and will be formally suggesting some changes to the Town Code. Councilor Bollinger asked the Town Board to consider the kinds of signs that exist and the length that those types signs could be displayed. Councilor Bollinger asked the Town Board to also consider increasing the frequency that digital signs may be changed.

Councilor Green stated that the Village of Fayetteville and the Town of Manlius will be hosting a Deer & Tick Education Program at the Village of Fayetteville Hall on October 19, 2019 at 10:00AM.

Councilor Green reminded everyone that Wicked Woods will be taking place at Green Lakes State Park on October 19, 2019.

Councilor Rossetti thanked the Budget & Finance Committee for their work on the 2020 budget.

Councilor Loeffler thanked the residents that attended the meeting for the presentation on the Preliminary Budget and stated that the Town Board can answers any questions residents may have regarding the budget.

Councilor Loeffler stated that the Planning Process Committee will continue to bring code review items forward to the Town Board.

G) Supervisor

Supervisor Theobald stated that the Town has received a re-imbursement check from National Grid in the amount of \$23,230 for the installation of LED lights in the Town of Manlius. The installation of over 400 LED streetlights will help the Town save an estimated \$13,000 per year.

There being no further business to come before the Board, upon motion duly made by Councilor Rossetti and seconded by Councilor Loeffler the Board voted unanimously to adjourn regular session at 7:42PM.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nays: 0

All in favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

IN THE MATTER OF
Local Law 2019-6 amending Section 139-14 of
Article V of Chapter 139

A local law to post weight limits on Gulf Road

RESOLUTION TO AMEND
CHAPTER 139
VEHICLE & TRAFFIC OF
TOWN CODE

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 23rd of October, 2019, at 6:30 p.m.

The meeting was called to order by Edmond J. Theobald, Supervisor, and the following were present, namely:

Edmond J. Theobald	Supervisor
Karen Green	Councilor
Nicholas J. Marzola	Councilor
Richard Rossetti	Councilor
John R. Loeffler	Councilor
Sara Wall-Bollinger	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town Board has received complaints from residents who live along or near Gulf Road about commercial trucks that are using this Town road as through traffic routes to larger State roads;

WHEREAS, Gulf Road is a residential street that is constructed for residential traffic and it was never intended to be used as commercial through traffic route;

WHEREAS, New York State Routes 290 and 5 and Salt Springs Road are wider and more acceptable roads that were constructed to accommodate heavier truck traffic and they are in close proximity to Gulf Road;

WHEREAS, upon consultation with the Highway Superintendent, the Town Board desires to restrict the weight limit on this road as a means of reducing the wear and tear and because of safety considerations;

WHEREAS, while the alternative State Routes may be longer in distance, the speed limit on these routes are higher and will make delivery times essentially the same;

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law 2019-6, entitled “**A LOCAL LAW AMENDING CHAPTER 139, ARTICLE V, “Vehicle Weight Limits” OF THE CODE OF THE TOWN OF MANLIUS BY AMENDING SECTION 139-14**, the text of which is as follows:

**LOCAL LAW 2019-6, A LOCAL LAW AMENDING
CHAPTER 139, ARTICLE V “Vehicle Weight Limits” OF
THE CODE OF THE TOWN OF MANLIUS:**

Be it enacted by the Town Board of the Town of Manlius, Onondaga County, New York as follows:

Section 1. That Chapter 139, Article V, entitled “Vehicle Weight Limits” of the Code of the Town of Manlius, as amended, is further amended as follows:

§ 139-14 Restrictions.

A. Vehicles with a gross weight in excess of 10 tons are hereby excluded from the following highways within this Town:

Name of Street	Location
Cedar Bay Road	From North Burdick Street to DeWitt Town line
Conewood Trail and Red Spruce Lane	
Pierson Road	Entire Length of road
George Taylor Road	Entire Length of road
<u>Gulf Road</u>	<u>Entire Length of road*</u>

* Language Added

NOW, THEREFORE, BE IT

WHEREAS, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, held a Public Hearing on said proposed Local Law 2019-6 on October 23, 2019 at which time the public was allowed to speak for or against the Local Law;

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby adopts and enacts Local Law 2019-6 for all of the reasons stated above; and

BE IT FURTHER RESOLVED, that the Town Clerk is directed to file Local Law 2019-6 with the Secretary of State within 20 days from the date of adoption, pursuant to Municipal Home Rule Law.

I, ALLISON A. WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 23rd day of October 2019; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 23rd day of October, 2019.

DATED: October 23, 2019
Fayetteville, New York

Allison A. Weber
Town Clerk of the Town of Manlius
Onondaga County, New York

BALDWIN, SUTPHEN & FRATESCHI, PLLC

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Jamie Lynn Sutphen **

Joseph V. Frateschi

Of Counsel

John J. Brunetti ***
William F. Drexler

*Admitted in FL; **Admitted in PA & NJ
*** Retired Judge of the Court of Claims

October 9, 2019

Edmond J. Theobald, Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

RECEIVED

OCT 11 2019

TOWN OF MANLIUS
SUPERVISOR'S OFFICE

Dear Supervisor Theobald:

As Counsel to the Board of the Onondaga County Employment Agreement (OCEBA), I have been assisting the Board in a review of the existing agreements with the various member entities. The original arrangements between the participating municipal entities in OCEBA were executed in 1992. They have not been reviewed or amended since that time, even though the participation of Onondaga County itself and the County Executive no longer exists and the operation of OCEBA has changed. The laws relating to Intermunicipal Cooperation Agreements have also been modified since 1992. Accordingly the Board of Directors of OCEBA has determined that the underlying Agreements should be modified to reflect the current state of affairs.

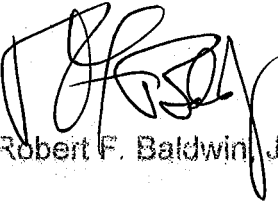
The primary changes in the attached proposed Revised Agreement are listed:

1. The area is changed from Onondaga County to the Central New York area.
2. The agreements are termed "Joint Service" agreements to more clearly define their purpose.
3. The method of selecting Board members has been changed to reflect current practice and Board members now have 5 year terms.
4. Indemnification provisions consistent with current legislation have been added to provide for defense of Board members.
5. Powers of the Board have been expanded to allow for acquisition of stop-loss insurance and for participation in cooperative investment programs, which provide higher rates of return.

6. The provisions relating to offering multiple plans to members on the recommendation of the Benefits Manager have been added.
7. Provisions for termination and the execution of a mutually agreed upon Termination Agreement have been added in order to clarify the process.
8. The duration of the Agreement has been limited to 5 years with renewals as required by the General Municipal Law.

Accordingly, after review of the proposed revised Joint Service Agreement, it would be appreciated if your Board could authorize execution and return a certified copy to me so that we can finalize the revisions. If there are any questions, please feel free to contact me.

Very truly yours,



Robert F. Baldwin, Jr.

RFB/

Encl.

RESTATED AGREEMENT

THIS AGREEMENT, by and among the various participating municipal entities organized and existing under the laws of the State of New York, hereinafter called the "Members";

WITNESSETH:

WHEREAS, municipal entities within the Central New York Region have been desirous of improving management controls over employee benefits which should reduce the cost of providing employee benefits by cooperatively engaging in a group benefits program; and

WHEREAS, such entities created a program which enables municipal corporations within the Central New York Region to cooperatively provide benefits including, but not limited to, health and dental coverage to their employees; and

WHEREAS, to effectuate the foregoing, the parties hereto desire to enter into a revised intermunicipal joint service agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties do mutually agree as follows:

ARTICLE I

Definitions

Section 1. Member. The term "Member as used herein, unless the context indicates otherwise, shall mean and include all municipal corporations and public authorities, and such other public agencies as from time to time may be added by the Board of Directors, within the Central New York Region, which, by virtue of resolution of their governing body, have elected to participate in a program as previously established by the Members, and meet the qualifications for membership as established by the Board of Directors and have been duly accepted as members by act of the Board of Directors.

Section 2. The Board of Directors. The term "Board of Directors" as used herein shall mean the body of officials designated in Article III of this agreement who shall have overall supervision, control policy making authority regarding this agreement and all programs implemented and continued hereunder.

Section 3. Benefits Manager. The term "Benefits Manager" as used herein shall mean the person or persons designated in Article IV of this agreement, together with successors designated in the manner provided herein.

Section 4. Agreement. The term "Agreement" as used herein shall mean and include this instrument, including any amendments and modifications hereto.

ARTICLE II

Creation and Name Of Group

Section 1. The parties hereto declare that they have established an intermunicipal joint service agreement pursuant to General Municipal Law Article 5 to benefit the Members who participate in the group benefits programs.

Section 2. This plan shall be known as ONONDAGA COUNTY MUNICIPAL EMPLOYEE BENEFITS AGREEMENT (hereinafter referred to as "OCEBA").

ARTICLE III

Board of Directors - Composition and Term

There shall be a Board of Directors appointed under the terms of this Agreement for the purpose of exercising supervision, control and policy making authority over the programs implemented and continue pursuant to this agreement.

Composition There shall be a five member Board chosen by a majority of the Members of OCEBA.

Term: The term of each Director shall be 5 years. The Board shall allocate to existing Board members the duration of their term so that one term expires each year. The first term shall end on December 31, 2019. For subsequent terms, Directors shall be elected by majority vote of the Members of OCEBA (as defined in Article I Section 1 of this Agreement) casting votes. Each Member shall be eligible to cast one vote for each vacant position.

Vacancies: Vacancies occurring by reason other than expiration of term shall be filled by appointment of the OCEBA Members. Appointees shall serve for the unexpired portion of the vacated term. Thereafter, said position of Director shall be filled by election as provided herein.

Meetings: Meetings shall be held pursuant to rules promulgated by the Board of Directors. However, they shall occur no less than annually and three Directors shall constitute a quorum to transact business.

ARTICLE IV

Powers of Board of Directors

Section 1. The Board of Directors shall have full and exclusive authority to administer this Agreement in accordance with the terms and conditions hereof. The Board of Directors may establish reasonable classifications of Members and reasonable standards for granting or denying participation in OCEBA. The Board of Directors shall determine all questions of participation and eligibility, methods of providing or arranging for benefits, and all other related matters. It shall have

full power to construe the provisions of this Agreement and the terms used herein. Any such determination and any such construction adopted by the Board of Directors in good faith shall be binding upon all of the parties hereto and the beneficiaries hereof.

Section 2. The Board of Directors shall be free to use its own judgment and discretion in all matters pertaining to the affairs of OCEBA, and the parties hereto agree that neither said Board nor the individuals comprising said Board shall be personally liable for any actions or omissions. To the fullest extent permitted by law, OCEBA shall defend and indemnify each person who may serve or who has served at any time as an officer or director of OCEBA against all expenses and liabilities, including, without limitation, attorney fees, judgments, fines, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of OCEBA; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding. The indemnification provided herein shall inure to the benefit of the heirs, executors and administrators of the persons entitled to indemnification hereunder. The right of indemnification under this Section shall be in addition to and not exclusive of all other rights to which such person may otherwise be entitled.

Section 3. The Board of Directors shall have the right to levy assessments upon Members when, in its judgment, such assessments are necessary to effectuate the purposes of this Agreement. Such assessments may include additional payments needed to eliminate or reduce an existing deficit account balance.

Section 4. The Board of Directors shall have the right to enforce the performance of all obligations herein and to institute proceedings of any nature whatsoever to enforce the same.

Section 5. The Board of Directors shall have the power to make rules and regulations for the government, management and administration of OCEBA, and to carry out the provisions of this Agreement.

Section 6. The Board of Directors may, through employment or contract, retain such consultant, clerical, fiscal and claims administrative services as may in its discretion be proper or necessary for the sound and efficient administration of OCEBA.

Section 7. The Board of Directors shall have the power to invest and reinvest any moneys received hereunder which, in their sole and absolute discretion they consider not being required for current expenditures, in federally insured savings accounts, bank certificates of deposit, or in bonds or other obligations of the United States or other investment grade securities permitted by the Comptroller of the State of New York, or an approved cooperative investment program containing such items of investment, and may sell or otherwise dispose of such certificates of deposit, bonds or other obligations at any time and from time to time as they see fit.

Section 8. The Board of Directors shall be authorized to purchase stop-loss insurance on behalf of the plan.

Section 9. Any instrument or document in writing may be signed, executed, verified,

and delivered on behalf of the plan by the Board of Directors as they may from time to time determine.

ARTICLE V

The Benefits Manager

Section 1. The Board of Directors shall either appoint or retain a Benefits Manager. The Benefits Manager shall manage and administer the program of benefits and other activities as directed by the Board of Directors.

Section 2. The Benefits Manager shall report to the Board of Directors at the times and in the manner so prescribed by the Board of Directors, on all matters relating to the effective management of OCEBA.

Section 3. The Benefits Manager shall maintain communications with Members as well as other providers of service to OCEBA as directed by the Board of Directors.

Section 4. The Benefit Manager's fees and expenses shall be paid out of OCEBA funds including, but not limited to:

- (a) Staff Expenses
- (b) Administrative costs incurred on behalf of administration of OCEBA

ARTICLE VI

Purpose of Agreement and Application of Fund

Section 1. The purpose of this Agreement shall be to provide Members with an opportunity to participate in a cooperative program for providing employee benefits (hereinafter referred to as the "Program"). A plan is hereby established by the parties for providing employee health benefits subject to change from time to time if, in the judgment of the Board of Directors, improvements can be made in the provision of health benefits. The Board of Directors shall also establish, maintain and enforce a system of management control in order to provide Members the most cost effective benefit programs. The Board of Directors may establish and design health benefit plans to be offered to Members for participation, and establish premium rates for participating Members on the basis of methodology recommended by the Benefits Manager.

Section 2. The Members of OCEBA shall contribute to the OCEBA such moneys as determined by the Board of Directors or their authorized designee to be necessary to establish, maintain and manage a group benefits Program for each Member. Said payments and/or assessments shall be made at such times and in such a manner as shall be determined by the Board of Directors.

Section 3. The Board of Directors shall establish, maintain, and manage a group benefits Program for its Members as follows:

(a) The Board of Directors shall promulgate rules and regulations necessary to establish a Program for providing employee benefits and administer and coordinate this Program to assure its proper execution. The Board of Directors or their designee shall periodically, but not less than annually:

- (i) review and approve loss records and management reports;
- (ii) make management recommendations which shall be adhered to by the Members;
- (iii) review and discuss all pertinent management recommendations to determine their practicability;
- (iv) establish programs to educate Members and their employees regarding the benefits provided;
- (v) study the utilization of benefits for the purpose of devising methods to improve coverage and reduce costs through loss prevention; and
- (vi) take such other action as they deem necessary to institute guidelines for the prevention of accidents and losses by the participating Members.

(b) The Board of Directors and/or their designee shall set contribution levels and standards of performance as a condition for initial participation and continuing participation in the Program. A Member shall comply to the fullest extent with these standards and the Board of Directors shall have the power to expel a Member from the group for non-compliance. The Board of Directors shall maintain records to evaluate compliance with the standard of performance.

(c) The Board of Directors will make or cause to be made periodic inspections of the Members' records relating to the Agreement to determine compliance by individual Members, as well as OCEBA as a whole. Nothing contained in this Agreement, however, shall be construed to waive any right a covered person who is an employee of a Member possesses with respect to the confidentiality of medical records and that such right may only be waived upon the written consent of such covered person.

(d) The Board of Directors and/or their designee shall render quarterly reports to the Members of the activities of OCEBA and disbursement of funds received. In addition, an annual report covering programs, financial results and any other information deemed necessary and appropriate by the Board of Directors shall be rendered by the Board of Directors and/or their designee.

(e) The Board of Directors may retain and employ providers of service, on such terms and conditions as they deem appropriate, to assist in establishing, maintaining and managing the Program. All costs related to said service shall be paid for out of OCEBA funds, as more fully set forth below.

Section 4. The Board of Directors or their designee shall use and apply the funds received by them:

(a) To pay or provide for the payment of all reasonable and necessary expenses of administering the affairs of OCEBA including, without limitation, all expenses which may be incurred in connection with the establishment and extension of OCEBA, reimbursement to OCEBA of its costs and expenses in connection with the development of OCEBA, both before and after the establishment of OCEBA, the employment of such administrative, legal, expert and clerical assistance, the leasing of such premises and the purchase or lease of such materials, printed matter, supplies and equipment as the Board of Directors, in their discretion, find necessary or appropriate in the performance of their duties.

(b) To establish and collect sufficient funds to pay claims and expenses in an amount which the Board of Directors may deem advisable to carry out the purposes of OCEBA for each Member. Such deposits shall be used by the Board of Directors in their discretion for the purposes described in the previous paragraph (a).

(c) To make refunds from OCEBA funds, as the Board of Directors may determine are due and owing, to Members in good standing. For the purpose of the refunds, the Board of Directors, in its sole discretion, may establish separate categories of Members based upon:

- (i) the plan of benefits coverage enjoyed by the Members;
- (ii) the length of time the Members shall have subscribed to this Agreement; and
- (iii) any other criteria which the Board of Directors may establish or deem relevant. The Board of Directors may make refunds of varying amounts to each such category of Members, and may make refunds to one or more category of Member, without making refunds to other categories of Members.

Section 5. All moneys received by the Board of Directors or their designee hereunder as part of OCEBA shall be initially deposited in such bank or banks as the Board of Directors may designate for that purpose, and all withdrawals of moneys from such depositories shall be made only by check, signed by a person or persons authorized by the Board of Directors to sign and countersign, or electronic means as authorized by the Board of Directors.

Section 6. Each person who is authorized to sign and countersign checks as specified in Section 5 of this Article VI or who may be engaged in handling moneys or securities held by OCEBA, shall be bonded at the expense of OCEBA by a duly authorized surety company in such amount or amounts as may from time to time be required by the Board of Directors.

Section 7. Title to all of the moneys paid into OCEBA and all of the property of OCEBA shall be vested in and remain exclusively in OCEBA, and no Member shall have any right, title or interest in or to any of the properties of OCEBA or any part thereof, it being understood and agreed that the interest of the Members and other persons claiming through them, shall be limited solely to benefits provided and expenses incurred hereunder. It is the intention of the parties hereto that OCEBA shall exist, until terminated as

provided herein, for the sole and exclusive benefit of the parties to this Agreement, and no benefits or moneys or property of this OCEBA shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempts to do so shall be void.

ARTICLE VII

Participation in OCEBA

Section 1. Eligibility. An eligible participant, which adopts and subscribes to this Agreement and requests inclusion in the group benefits program shall participate in OCEBA provided that said applicant is accepted for membership by act of the Board of Directors and that the Member complies with such rules for participation in OCEBA as may from time to time be adopted by the Board of Directors. The Board may establish such conditions for membership as are reasonably necessary to provide adequate protection for its members.

Section 2. Continuance of Participation in the Program. A Member who participates in the Program in accordance with the provisions of this Article VII shall continue to participate in OCEBA until participation is terminated as provided in Section 3, 4 or 5 of this Article VII.

Section 3. Termination of Qualifications for Participation in the Program. A Member shall cease to qualify for participation in OCEBA when it fails to comply with the provisions of this Agreement, or such Rules and Regulations as may be issued from time to time by the Board of Directors, including the failure to comply with a resolution of the Board or an agreement made with the Board regarding a deficit account balance and payments required to remove the deficit. It is understood and agreed that the Board of Directors shall determine when a Member has failed to comply with the provisions of this Agreement, or Rules or Regulations promulgated thereto. Such reasonable and good faith determination by the Board of Directors shall be accepted by the terminated Member as final.

Section 4. A Member in good standing may voluntarily terminate its participation in OCEBA upon not less than ninety (90) days prior written notice to the Board of Directors.

Section 5. Termination of Participation in this Program. Upon termination of a Member from participating in OCEBA, whether through disqualification or upon written notice, all of its right, title and interest in and to OCEBA shall terminate except that the member shall be entitled to receive its share of any refund, [as set forth in Section 4(c) of Article VI] previously declared due and owing the Members by the Board of Directors but which has not been paid, and shall be required to remit to OCEBA any deficit balance relating to its account. The determination of the Board of Directors in this respect shall be conclusive. The Member and Board of Directors shall enter into a Termination Agreement pursuant to which the Board of Directors and Benefit Manager shall retain any surplus balance due the Member for payment of claims, fix a date forward from the date of termination depending on the claim limit period for the Member (the "Claim Termination Date") and pay accrued claims from the retained surplus during that period. In the event that there is no retained surplus sufficient to pay the estimated accrued claims or any deficit balance owing as of the date of termination, the Termination Agreement shall also contain provisions relating to the payment of such claims or deficit balance. At the Claim Termination Date, the Board of Directors shall remit to the Member any remaining surplus and the Member shall pay to OCEBA any negative balance as of that date as provided in the Termination Agreement and the Rules and Regulations adopted by OCEBA. OCEBA shall deny all claims received after the Claim Termination Date unless the date has been extended by mutual agreement.

ARTICLE VIII

Audits and Reports

The Benefits Manager and/or their designee shall keep true and accurate books of account and records of all its transactions, which can be audited by such person or corporation selected by the Board of Directors as directed by said Board. A statement of the results of said audit shall be made available for inspection by Members. The Benefits Manager shall, upon the request of the Board of Directors and at reasonable intervals, furnish reports representing the status of OCEBA, the application of the contributions received, and such other pertinent information regarding the operation of OCEBA and the benefits obtained hereunder.

ARTICLE IX

Fiscal Year and Annual Meeting

At least once each year, Board of Directors shall conduct an annual meeting pursuant to Rules and Regulations promulgated by the Board and open to attendance by all participating Members of OCEBA. The Board shall appoint a date, time and place for said meeting however, it shall take place no later than ninety (90) days after the close of business for the fiscal year of OCEBA. The following items shall be put before the membership for consideration pursuant to Rules and Regulations promulgated by the Board:

- (a) The record of Claims for each participant
- (b) The contributions of each participant
- (c) The anticipated contribution of each participant for the following year.
- (d) Recommendations of the Benefits Manager regarding utilization of benefits and improvements of such benefit utilization and cost reductions.
- (e) Any audit if performed pursuant to direction of the Board of Directors
- (f) Such other matters as the Board deems appropriate.

A summary of items (1-4), as set forth above, shall be distributed to the participating Members of OCEBA no less than 7 days prior to the annual meeting.

ARTICLE X

Amendments

Section 1. This Agreement may be amended to any extent at any time, and from time to time, by the Board of Directors; provided, however, that no amendments shall be made which will deprive the members of any refunds to which they are entitled.

Section 2. Notwithstanding any other provisions to the contrary, the parties hereto agree that the Board of Directors may amend this Agreement at any time to comport with the requirements of law as set forth in statute, local law, rules, regulations, decisions, or opinions of counsel to the Board of Directors.

Section 3. The Board of Directors shall forthwith notify the members and providers of service of any and all amendments adopted.

ARTICLE XI

Termination and Duration of OCEBA

Section 1. OCEBA may be terminated at any time by the Board of Directors.

Section 2. Unless sooner terminated as provided herein, OCEBA shall terminate by issue of time ninety-nine (99) years from the date first above written.

Section 3. In the event of termination of OCEBA by lapse of time or otherwise, the Board of Directors shall apply all funds to pay any and all obligations of OCEBA and distribute and apply any remaining surplus in such manner as will, in their opinion, best effectuate the purposes of OCEBA.

Section 4. Upon termination of OCEBA by lapse of time or otherwise, the Board of Directors shall forthwith notify each Member and at that time, any other person, firm or corporation with whom they are dealing, and shall continue as Board of Director for the purpose of dissolution, and may take any action appropriate or required to terminate the affairs of OCEBA.

ARTICLE XII

Miscellaneous

Section 1. The Member shall furnish to the Board of Directors such records and any other information that the Board of Directors and/or their designee may require in connection with the establishment and administration of OCEBA. The Board of Directors and/or their designee shall have the right to inspect and to audit at all reasonable times such records of each Member as are pertinent to the accuracy and comprehensiveness of any report required by the Board of Directors. All members are obligated to abide by all federal, state and local laws, regulations and rules, including but not limited to the CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT of 1985 and the TAX EQUITY and FISCAL RESPONSIBILITY ACT of 1982, as amended, whether or not, by their terms, apply to any individual Member.

Section 2. This Agreement shall be for a term of five years, said term to commence on the date the Agreement is executed by each respective Member and to end on a date five years from the date of execution and shall automatically renew for an additional five year term thereafter until membership is terminated pursuant to the provisions of this Agreement.

Section 3. The Agreement shall be construed and interpreted in accordance with the laws of

the State of New York.

Section 4. Wherever any words are used in this Agreement in the masculine gender they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Agreement in the singular form they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement in the plural form they shall be construed as though they were also used in the singular form in all situations where they would so apply.

Section 5. No waiver. No Waiver by the Board of Directors or Member of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge, whether of the same or of a different section, subsection, paragraph, clause, phrase, word or other provision of this agreement required of it under this agreement or by law. The failure of any party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements or conditions in this agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement or conditions, but the same shall continue in full force and effect.

Section 6. Severability. If any provision, paragraph, sentence, clause or word of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, clause or word had not been contained herein.

Section 7. Duplicate Originals. This Agreement may be executed in two or more counterparts, any of which shall be regarded for all purposes as duplicate originals.

Section 8. All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail postage prepaid, to the respective addresses as may be designated in writing by the Board of Directors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

OCEBA

Dated: _____, 2019

By: _____
Maureen Nosik, Chair

TOWN OF MANLIUS

Dated: _____, 2019

By: _____
Edmond J. Theobald, Supervisor

STATE OF NEW YORK :
COUNTY OF ONONDAGA : ss.:

On this _____ day of October, 2019, before me, the subscriber, personally appeared Edmond J. Theobald who, being by me duly sworn, deposes and says: That he is the Supervisor of the Town of Manlius (the "Town"), the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Town and that the seal affixed to said Instrument is the seal of the Town; that it was so affixed by the order of the Board of the Town, and that he signed his name thereto by like order;

Notary Public

CENTRAL NEW YORK REGIONAL PLANNING & DEVELOPMENT BOARD

CNY Stormwater Coalition Staff Services and Education Compliance Assistance Proposal for 2020

May 2019

This proposal for staff services and education assistance responds to the need for staff and administrative services necessary to sustain the CNY Stormwater Coalition, and to comply with the Minimum Control Measure 1 requirements of NYS General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003).



Central New York Regional Planning & Development Board

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SECTION 1 INTRODUCTION

This proposal for staff and education assistance services in support of sustaining the CNY Stormwater Coalition is submitted to the Chief Elected Officials from the Automatically Designated MS4 Communities in the Syracuse Urban Area (SUA). The proposed tasks address staffing and financial administrative services, as well as education and outreach requirements of Minimum Control Measure 1 of the NYS General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) (GP-0-15-003). The timeline for the proposed program is January 1, 2020 – December 31, 2020.

In support of the CNY Stormwater Coalition, the following services are proposed:

- Staffing support services for meetings of the full CNY Stormwater Coalition, the Coalition Executive Committee and any working committees established by the Executive Committee
- Internal and external communications
- Financial administration
- Minimum Control Measure 1 Annual reporting
- Quarterly progress and financial reporting

In support of MS4 education and outreach requirements, the following services are proposed:

- Public education and outreach
- Staff support services
- Direct municipal assistance

Project Objective and Benefits

The CNY RPDB's primary objective is to provide regulated communities with an efficient and cost-effective means for meeting the requirements of the SPDES Phase II MS4 Stormwater General Permit by ensuring that the CNY Stormwater Coalition continues to function as a unified body, has access to information and responds appropriately to changes in the NYS Stormwater regulatory program including revisions to both the Stormwater MS4 and Construction General Permits. Given the regional nature of the Syracuse Urbanized Area (SUA), a unified approach to stormwater compliance is extremely valuable. Regionally implemented programs reduce municipal staff burdens, ensure consistency, and provide the most efficient use of limited municipal funds by distributing total program cost over a number of entities.

The U.S. Environmental Protection Agency (EPA) and NYS DEC recognize the economic and environmental benefits of regional compliance efforts and have long promoted such programs as the most efficient and effective way address Stormwater Phase II requirements. Both NYS DEC and EPA view intermunicipal support and participation in regionally coordinated coalitions as a criteria for funding and a prerequisite for engaging in joint compliance opportunities.

SECTION 2

SCOPE OF SERVICES AND PROJECT APPROACH

Program tasks are proposed under three project components: CNY Stormwater Coalition Staff Support; Public Education and Outreach; and Direct Municipal Assistance.

I: CNY STORMWATER COALITION STAFF SUPPORT

Tasks proposed under this project component are designed to advance and sustain the CNY Stormwater Coalition (the Coalition), currently consisting of 29 regulated Municipal Separate Storm Sewer System (MS4) owner/operators identified in Attachment A of this proposal. The Coalition was formally established on January 1, 2011.

Task I.1. Staffing Support for the CNY Stormwater Coalition, Executive Committee and Working Committees Deemed Necessary to Advance the Coalition's Objectives – CNY RPDB will provide direct staff support needed to plan and conduct four (4) scheduled meetings of the full Coalition membership, four (4) scheduled meetings of the Executive Committee, and working committees of the Coalition as necessary to advance and sustain a fully functioning Coalition. Staff support for all scheduled meetings includes meeting preparation and agenda development, speaker recruitment, training programs, venue selection, preparation and distribution of meeting minutes and completion of all identified meeting follow up tasks. CNY RPDB will monitor grant opportunities, respond to appropriate Requests for Proposals, and oversee implementation of any grant funded projects and/or programs.

Task I.2. Communications – CNY RPDB will coordinate all internal and external communications and serve as the primary liaison between the Coalition and various regulatory agencies including the NYS DEC and the U.S. EPA. To help ensure Coalition members understand the implications of any modifications or additional requirements that may impact their ability to comply with the NYS Stormwater General Permits (MS4 and Construction), CNY RPDB will monitor and report proposed and enacted changes to the stormwater general permits, including associated compliance, reporting, and inspection requirements. CNY RPDB will compile feedback and inquiries from Coalition members, and coordinate and prepare unified responses to new and evolving regulatory requirements on behalf of the Coalition to appropriate regulatory agencies as warranted. CNY RPDB will prepare training and informational updates for Coalition members to support regulatory compliance with the next version of the MS4 General Stormwater Permit (draft anticipated in 2019). CNY RPDB will engage other statewide stormwater coalitions, as well as non-regulatory partners involved in all aspects of stormwater management, to identify and initiate compliance opportunities that support the objectives of the Coalition.

Task I.3. Annual and Semi-Annual Reporting - CNY RPDB will document all education, training and outreach compliance activities conducted on behalf of the Coalition and complete the Minimum Control Measure 1. Public Education and Outreach section of the MS4 annual report in compliance with MS4 annual reporting requirements, and semi-annual reporting requirements for MS4s in the Onondaga Lake watershed, as specified in the most current NY SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). CNY RPDB will deliver the MCM 1 section to participating MS4s for inclusion in their individual annual and semi-annual reports. CNY RPDB will respond to any public comments received relative to the documented education and outreach services. In the event that NYS DEC enacts a new MS4 Annual Report format during the 2020 program year, CNY RPDB will provide training and information as needed to transition into the new format.

Task I.4. Financial Administration and Reporting – CNY RPDB will coordinate and administer all contracted activities funded as part of this Scope of Services through December 31, 2020, including quarterly financial reporting, bookkeeping and accounting, documentation of local match (if necessary to support Coalition approved grant funded programs), subcontracting (if deemed necessary and approved

by the Coalition), and solicitations (if deemed necessary and approved by the Coalition). Progress reports and financial reporting will be made available to the Executive Committee of the Coalition on a quarterly basis.

II: PUBLIC EDUCATION AND OUTREACH

Tasks proposed under this program component comply with the public education and outreach requirements defined in the current New York SPDES General Permit for Stormwater Discharges from MS4s and are targeted primarily toward the general public with a secondary focus on construction contractors and municipal officials.

Task II.1 Stormwater Public Survey – CNY RPDB will develop and administer an online public survey to assess the effectiveness of ongoing public education efforts and to identify additional education targets. This survey will be conducted as the third in a series. Survey results will be assessed and reported back to the membership in report form including recommendations for improving the reach and effectiveness of public education efforts.

Task II.2 Maintain Regional Stormwater Website – CNY RPDB will maintain and promote the CNY Stormwater website. CNY RPDB will compile new and existing information, guidance materials and permit updates for reference and use by regulated MS4s in the SUA. When available, online training opportunities will be made accessible and promoted to appropriate municipal staff. CNY RPDB will provide informational items developed as part of the year-12 education program directly to participating MS4s for inclusion on municipal websites at their discretion.

Task II.3 Syracuse Post Standard Stormwater Pullout – CNY RPDB will publish a stormwater informational insert in the Syracuse Post Standard daily edition (1-edition). The pullout will focus on stormwater processes, impacts, issues of concerns, SUA primary pollutants of concern, and citizen generated solutions. The pullout will be published in the spring of 2020 and will reach approximately 144,000 individuals across the CNY region.

Task I.4 Electronic Stormwater Newsletters - CNY RPDB will distribute a quarterly stormwater newsletter for the general public. The seasonally themed electronic newsletter maintains a focus on primary pollutants of concern in the SUA, stormwater processes, and offers advice for reducing negative water quality impacts through simple actions. The newsletter will encourage participation in locally sponsored events that support stormwater management and protection efforts. CNY RPDB will conduct direct outreach in support of building the distribution list with existing organizations, groups and users of social media.

Task II.5 Staff CNY Stormwater Coalition Booth at 2 Public Events – CNY RPDB will secure booth space, reproduce/develop/acquire appropriate stormwater informational materials, and provide staff coverage for a minimum of two public events during 2019 program year. Efforts will be made to identify public events with reliably high attendance and complimentary objectives. CNY RPDB will ensure that informational materials are updated and appropriate to the target audiences. CNY RPDB will maintain, and upon request, make the stormwater display, interactive watershed model, and appropriate materials available to participating MS4s and other community groups for use at their events.

Task II.6 Direct Outreach to Targeted Stakeholder Groups – CNY RPDB will provide direct information on topics of interest to a minimum of 3 targeted stakeholder groups. Information will be designed to address the specific functions and stormwater concerns relative to each group. Materials will be delivered electronically and/or in hard copy as most appropriate.

III. DIRECT MUNICIPAL ASSISTANCE

This program component addresses the education and training requirements and planning needs for municipal officials and staff.

Task III.1. Municipal Training - CNY RPDB will organize MS4 training opportunities including webinars, videos and in-person presentations for MS4 staff representatives. Topics will be selected to address current training and informational needs as determined through discussions with NYS Department of Environmental Conservation and the CNY Stormwater Coalition. Workshops will be designed to improve compliance with the MS4 Stormwater General Permit. Group trainings may be held as stand-alone events or as part of regularly scheduled Coalition meetings. All recorded training sessions will be available for use by individual MS4 members.

Task III.2. Online System Map – CNY RPDB will secure the annual license agreement in support of continued operation of the online storm sewer system map. CNY RPDB will compile new and existing data and information needed to expand the storm sewer system mapping effort following an established and agreed upon schedule. This may include additional field data collection and data post-processing, digitizing existing paper maps, and/or other tasks as needed to advance efforts to build a full, regional system map. CNY RPDB will perform ongoing maintenance of the online map platform as needed.

SECTION 3 PROGRAM FEE

The services described in this proposal will be conducted for a total fee not to exceed \$108,000 (\$3,600 per Coalition member). This fee will remain constant for each participating Coalition member regardless of the number of municipal members participating in the Coalition.

To participate in the proposed program, MS4s are required to adopt and return a municipal resolution (sample provided) no later than October 1, 2019 to CNY RPDB. CNY RPDB will issue a single invoice for the full program year on December 1, 2019. Full payment will be due to CNY RPDB no later than January 31, 2020.

SECTION 4 TIMELINE

All proposed tasks will be completed between January 1, 2020 and December 31, 2020 as outlined below.

I.1 Staff Support Services	X	X	X	X	X	X	X	X	X	X	X	X	X
I.2 Communications	X	X	X	X	X	X	X	X	X	X	X	X	X
I.3 Annual reporting		X	X	X	X				X	X			
I.4 Financial Administration and Reporting	X	X	X	X	X	X	X	X	X	X	X	X	X
II. Public Education and Outreach													
II.1 Stormwater Public Survey	X	X	X	X	X	X	X	X	X	X	X	X	X
II.2 Maintain Regional Stormwater Website & Library	X	X	X	X	X	X	X	X	X	X	X	X	X
II.3 Syracuse Post Standard Pullout			X	X									
II.4 Electronic Stormwater Newsletter - Public				X	X	X	X	X	X	X	X		
II.5 Stormwater Public Events (2)				TBD	TBD	TBD	TBD	TBD	TBD	TBD			
II.6 Direct Outreach to Targeted Stakeholder Groups				X	X	X	X	X	X	X			
III. Direct Municipal Training													
III.1. Municipal Training Workshops	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
III.2. Online System Map	X	X	X	X	X	X	X	X	X	X	X	X	X

SECTION 5

STATEMENT OF QUALIFICATIONS AND PROGRAM STAFF

The CNY RPDB has been active in water resources management since the 1970s and has worked in coordination with the NYS DEC for over 40 years to address state, regional, county, and local water quality management planning priorities. Activities have included: groundwater and wellhead protection; nonpoint source pollution control; outreach/education/ training; public participation assistance; partnership building; watershed planning; support of county water quality coordinating committees; and, SPDES Phase II Stormwater Permit assistance.

The CNY RPDB has taken a leading role in providing MS4s with municipal, public and contractor education and training, stormwater mapping assistance, and technical support related to developing required local laws. CNY RPDB has been responsible for securing and administering grants on behalf of regulated MS4s and led the development of the CNY Stormwater Coalition in 2011. Since then, CNY RPDB has leveraged CNY Stormwater Coalition membership fees to secure over \$900,000 in state funding to support MS4 compliance efforts including mapping and modeling projects. CNY RPDB maintains strong working relationships with the regulated MS4s and is recognized as a valuable and trusted partner in the stormwater management arena.

CNY RPDB works in partnership with NYS DEC to accomplish and blend state, regional, county, and local priorities. CNY RPDB serves as the Statewide Water Quality Management Planning Coordinator on behalf the NYS Association of Regional Councils (NYSARC). In this capacity, CNY RPDB serves as an administrative liaison to NYS DEC for various priority water quality initiatives and serves at DEC's invitation on several water quality advisory councils and working groups.

Through its long standing involvement in local, state, and federal water quality programs, CNY RPDB is able to leverage additional support and funding through Section 604(b) of the Federal Clean Water Act that directly supports the work and success of the CNY Stormwater Coalition.

CNY RPDB's professional staff will work with its established network of local and regional water quality partners to efficiently and effectively achieve the goals of this project. CNY RPDB's client organization, the Syracuse Metropolitan Transportation Council, will provide professional GIS analysis and mapping assistance as needed to fully support the CNY Stormwater Coalition.

Key members of the CNY RPDB staff that will be directly involved in this project include:

KATHLEEN BERTUCH, PROGRAM MANAGER, (5/97 to present). Manages all aspects of the CNY RPDB's regional and statewide water resources program and serves as primary staff for all aspects of the CNY RPDB's Environmental Management Program. Provides day-to-day oversight and guidance on all aspects of the proposed project, works directly with municipal representatives and subcontractors, responsible for ensuring all project reporting and administrative requirements are met, serves as primary staff for all public education functions, annual report preparation tasks and serves as the CNY RPDB's representative on the CNY Stormwater Coalition Executive Committee.

BRUCE KEPLINGER, COMMUNICATIONS MANAGER, (7/01 to present). Provides graphics, web design and communications support to all CNY RPDB program areas and is responsible for website development and maintenance, graphic design and print layout for all publication materials.

JANET NEUMANN, BUSINESS MANAGER, (4/16 to present). Responsible for all aspects of CNY RPDB's financial administration and human resource management and serves as primary staff for all CNY Stormwater Coalition financial administration and reporting tasks.

DAVID BOTTAR, EXECUTIVE DIRECTOR. Provides general administrative and financial oversight.

ATTACHMENT A

Syracuse Urban Area MS4s		2019 CNY Stormwater Coalition Member Status
1	Baldwinsville Village	Member
2	Camillus Town	Member
3	Camillus Village	Member
4	Central Square	Member
5	Cicero Town	Member
6	Clay Town	Member
7	DeWitt Town	Member
8	East Syracuse Village	Member
9	Fayetteville Village	Member
10	Geddes Town	Member
11	Hastings Town	Member
12	LaFayette Town	Member
13	Liverpool Village	Member
14	Lysander Town	Member
15	Manlius Town	Member
16	Manlius Village	Member
17	Marcellus Town	Member
18	Marcellus Village	Member
19	Minoa Village	Member
20	North Syracuse Village	Member
21	Onondaga County	Member
22	Onondaga Town	Member
23	Phoenix Vil	Member
24	Pompey Town	Member
25	Salina Town	Member
26	Solvay Village	Member
27	Sullivan Town	Member
28	Syracuse City	Member
29	Van Buren Town	Member
30	NYS Fairgrounds	Member

**Resolution Supporting Participation in the
CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program**

Resolution authorizing the items listed below pursuant to requirements of the New York State Pollutant Discharge Elimination System Municipal Separate Storm Sewer System General Permit.

WHEREAS, _____
(Legal Name of Municipality)

herein called the "Municipality", after thorough consideration of the various aspects of the problem and consideration of available information, has hereby determined that certain work, as described in Attachment A, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, the Central New York Regional Planning & Development Board, herein called the "Board", has provided program planning and implementation assistance pertaining to the requirements of the New York State Pollutant Discharge Elimination System (SPDES) Stormwater Phase II General Permit for Municipal Separate Storm Sewer System (MS4) operators since 2002, and

WHEREAS, the Board has proposed staff and education assistance services in support of sustaining the CNY Stormwater Coalition and to provide a regional public education, outreach and training compliance program to reduce municipal staff burdens, ensure consistency, provide widespread priority audience targeting the most efficient use of limited municipal funds by distributing total program costs over a number of entities within a twelve month timeframe as outlined in Attachment B;

NOW, THEREFORE, BE IT RESOLVED BY _____
(Governing Body of Municipality)

1. That _____
(Name and Title of Chief Elected Official)

or such person's successor in office is the representative authorized to act in behalf of the Municipality's governing body in all matters related the Project;

2. That the Municipality agrees that it will fund its portion of the program cost in the amount of \$3,600, and that those funds will be made available to the Board upon receipt of invoice.

3. That one (1) certified copy of this Resolution will be prepared and sent to the Board upon adoption.

4. That this Resolution take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the _____
(Name of Governing Body of Applicant)

duly held on the _____ day of _____, 2019; and further that such Resolution has been fully recorded in the _____ in my office.
(Title of Record Book)

In witness thereof, I have hereunto set my hand this _____ day of _____, 2019.

Signature of Recording Officer

Title of Recording Officer

Impress Official Seal here.

ATTACHMENT A
SCOPE OF SERVICES AND PROJECT APPROACH

SECTION 2
SCOPE OF SERVICES AND PROJECT APPROACH

Program tasks are proposed under three project components: CNY Stormwater Coalition Staff Support; Public Education and Outreach; and Direct Municipal Assistance.

I: CNY STORMWATER COALITION STAFF SUPPORT

Tasks proposed under this project component are designed to advance and sustain the CNY Stormwater Coalition (the Coalition), currently consisting of 29 regulated Municipal Separate Storm Sewer System (MS4) owner/operators identified in Attachment A of this proposal. The Coalition was formally established on January 1, 2011.

Task I.1. Staffing Support for the CNY Stormwater Coalition, Executive Committee and Working Committees Deemed Necessary to Advance the Coalition's Objectives – CNY RPDB will provide direct staff support needed to plan and conduct four (4) scheduled meetings of the full Coalition membership, four (4) scheduled meetings of the Executive Committee, and working committees of the Coalition as necessary to advance and sustain a fully functioning Coalition. Staff support for all scheduled meetings includes meeting preparation and agenda development, speaker recruitment, training programs, venue selection, preparation and distribution of meeting minutes and completion of all identified meeting follow up tasks. CNY RPDB will monitor grant opportunities, respond to appropriate Requests for Proposals, and oversee implementation of any grant funded projects and/or programs.

Task I.2. Communications – CNY RPDB will coordinate all internal and external communications and serve as the primary liaison between the Coalition and various regulatory agencies including the NYS DEC and the U.S. EPA. To help ensure Coalition members understand the implications of any modifications or additional requirements that may impact their ability to comply with the NYS Stormwater General Permits (MS4 and Construction), CNY RPDB will monitor and report proposed and enacted changes to the stormwater general permits, including associated compliance, reporting, and inspection requirements. CNY RPDB will compile feedback and inquiries from Coalition members, and coordinate and prepare unified responses to new and evolving regulatory requirements on behalf of the Coalition to appropriate regulatory agencies as warranted. CNY RPDB will prepare training and informational updates for Coalition members to support regulatory compliance with the next version of the MS4 General Stormwater Permit (draft anticipated in 2019). CNY RPDB will engage other statewide stormwater coalitions, as well as non-regulatory partners involved in all aspects of stormwater management, to identify and initiate compliance opportunities that support the objectives of the Coalition.

Task I.3. Annual and Semi-Annual Reporting - CNY RPDB will document all education, training and outreach compliance activities conducted on behalf of the Coalition and complete the Minimum Control Measure 1. Public Education and Outreach section of the MS4 annual report in compliance with MS4 annual reporting requirements, and semi-annual reporting requirements for MS4s in the Onondaga Lake watershed, as specified in the most current NY SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). CNY RPDB will deliver the MCM 1 section to participating MS4s for inclusion in their individual annual and semi-annual reports. CNY RPDB will respond to any public comments received relative to the documented education and outreach services. In the event that NYS DEC enacts a new MS4 Annual Report format during the 2020 program year, CNY RPDB will provide training and information as needed to transition into the new format.

Task I.4. Financial Administration and Reporting – CNY RPDB will coordinate and administer all contracted activities funded as part of this Scope of Services through December 31, 2020, including quarterly financial reporting, bookkeeping and accounting, documentation of local match (if necessary to support Coalition approved grant funded programs), subcontracting (if deemed necessary and approved by the Coalition), and solicitations (if deemed necessary and approved by the Coalition). Progress reports and financial reporting will be made available to the Executive Committee of the Coalition on a quarterly basis.

II: PUBLIC EDUCATION AND OUTREACH

Tasks proposed under this program component comply with the public education and outreach requirements defined in the current New York SPDES General Permit for Stormwater Discharges from MS4s and are targeted primarily toward the general public with a secondary focus on construction contractors and municipal officials.

Task II.1 Stormwater Public Survey – CNY RPDB will develop and administer an online public survey to assess the effectiveness of ongoing public education efforts and to identify additional education targets. This survey will be conducted as the third in a series. Survey results will be assessed and reported back to the membership in report form including recommendations for improving the reach and effectiveness of public education efforts.

Task II.2 Maintain Regional Stormwater Website – CNY RPDB will maintain and promote the CNY Stormwater website. CNY RPDB will compile new and existing information, guidance materials and permit updates for reference and use by regulated MS4s in the SUA. When available, online training opportunities will be made accessible and promoted to appropriate municipal staff. CNY RPDB will provide informational items developed as part of the year-12 education program directly to participating MS4s for inclusion on municipal websites at their discretion.

Task II.3 Syracuse Post Standard Stormwater Pullout – CNY RPDB will publish a stormwater informational insert in the Syracuse Post Standard daily edition (1-edition). The pullout will focus on stormwater processes, impacts, issues of concerns, SUA primary pollutants of concern, and citizen generated solutions. The pullout will be published in the spring of 2020 and will reach approximately 144,000 individuals across the CNY region.

Task I.4 Electronic Stormwater Newsletters - CNY RPDB will distribute a quarterly stormwater newsletter for the general public. The seasonally themed electronic newsletter maintains a focus on primary pollutants of concern in the SUA, stormwater processes, and offers advice for reducing negative water quality impacts through simple actions. The newsletter will encourage participation in locally sponsored events that support stormwater management and protection efforts. CNY RPDB will conduct direct outreach in support of building the distribution list with existing organizations, groups and users of social media.

Task II.5 Staff CNY Stormwater Coalition Booth at 2 Public Events – CNY RPDB will secure booth space, reproduce/develop/acquire appropriate stormwater informational materials, and provide staff coverage for a minimum of two public events during 2019 program year. Efforts will be made to identify public events with reliably high attendance and complimentary objectives. CNY RPDB will ensure that informational materials are updated and appropriate to the target audiences. CNY RPDB will maintain, and upon request, make the stormwater display, interactive watershed model, and appropriate materials available to participating MS4s and other community groups for use at their events.

Task II.6 Direct Outreach to Targeted Stakeholder Groups – CNY RPDB will provide direct information on topics of interest to a minimum of 3 targeted stakeholder groups. Information will be designed to

address the specific functions and stormwater concerns relative to each group. Materials will be delivered electronically and/or in hard copy as most appropriate.

III. DIRECT MUNICIPAL ASSISTANCE

This program component addresses the education and training requirements and planning needs for municipal officials and staff.

Task III.1. Municipal Training - CNY RPDB will organize MS4 training opportunities including webinars, videos and in-person presentations for MS4 staff representatives. Topics will be selected to address current training and informational needs as determined through discussions with NYS Department of Environmental Conservation and the CNY Stormwater Coalition. Workshops will be designed to improve compliance with the MS4 Stormwater General Permit. Group trainings may be held as stand-alone events or as part of regularly scheduled Coalition meetings. All recorded training sessions will be available for use by individual MS4 members.

Task III.2. Online System Map – CNY RPDB will secure the annual license agreement in support of continued operation of the online storm sewer system map. CNY RPDB will compile new and existing data and information needed to expand the storm sewer system mapping effort following an established and agreed upon schedule. This may include additional field data collection and data post-processing, digitizing existing paper maps, and/or other tasks as needed to advance efforts to build a full, regional system map. CNY RPDB will perform ongoing maintenance of the online map platform as needed.

ATTACHMENT B
PROGRAM FEE

The services described in this proposal will be conducted for a total fee not to exceed \$108,000 (\$3,600 per Coalition member). This fee will remain constant for each participating Coalition member regardless of the number of municipal members participating in the Coalition.

To participate in the proposed program, MS4s are required to adopt and return a municipal resolution (sample provided) no later than October 1, 2019 to CNY RPDB. CNY RPDB will issue a single invoice for the full program year on December 1, 2019. Full payment will be due to CNY RPDB no later than January 31, 2020.

ATTACHMENT C TIMELINE

All proposed tasks will be completed between January 1, 2019 and December 31, 2019 as outlined below.

[illegible]