



Watertown City Council
Tuesday, July 15, 2014
6:30 p.m.

Work Session Agenda

Discussion Item:

1. Central Street Sidewalk Update
 - Kurt W. Hauk, City Engineer

2. MS4 Update
 - Michael J. Sligar, Water Superintendent



1869

DATE: 11 July, 2014

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Central Street Sidewalk Report

This report outlines the situation surrounding the sidewalks on Central Street and options on how to proceed with replacing of sidewalk on that street.

This process began with a letter from a citizen complaining about the condition of sidewalks on Central Street that was mistakenly sent to DANC. DANC received the letter and then forwarded it to the City Manager.

At that time fearing that the letter may have constituted prior written notice to the City Manager concerning sidewalks, a report was prepared for Council for the 16 June meeting notifying them of that possibility and listing two courses of action. The first was to proceed under regular order and cite the property owners through the code enforcement process. The second was to notify Council that the walks could be repaired using CDBG funds as an alternative.

The reason for presenting CDBG as an alternative is a direct result of how the last similar situation was resolved on Leray Street in October of 2007. That year numerous citations were also issued as a result of a complaint. Many recipients of those citations attended a Council meeting shortly thereafter. The final result being that Council passed a resolution incorporating those properties cited into the Sidewalk Program and the citations were rescinded. Knowing that in the current situation there is currently no Sidewalk Program as an alternative, the CDBG options were presented as a potential different alternative.

Since that first report to Council the situation has changed somewhat. My subsequent discussion with the City Attorney has been to the effect that he does not believe that the citizen's letter meets the technical requirements imposed by statute, and interpreted by the cases, necessary to elevate the letter to "prior written notice" as a predicate to liability. While this may remove a sense of urgency attending potential claims, it does not alter the fact that the sidewalks are generally in need of repair and/or replacement.

We are essentially left with four options on how to proceed with replacing the sidewalks on Central Street. The discussion below will present the options and the PRO's and CON's of each. The preliminary cost estimates developed for the four options all use these three assumptions:

-All sidewalks are replaced, i.e. full frontage.

- Sidewalk assessment is \$5.25/SF
- The upper limit for CDBG contributions is \$100k.

1. Codes Citation: Code Enforcement cites all property owners that have sidewalks out of compliance. The normal timeline is 5 days for notification, 14 days for the owner to draw a sidewalk permit, and 30 days to complete the work. Extensions can be granted on an individual basis for extenuating circumstances. If the owner fails to do the work, the City will have the work completed with either internal staff or a contractor and the owner is billed for the cost of the work. If the owner fails to pay the bill, the cost is placed on the tax bill of the property.

PRO's:

- Repair work starts in a few weeks.
- City is not responsible, at least initially, to hire a contractor or create a sidewalk crew.
- No cost to the City, at least initially.
- We follow the Code.

CON's:

- Property owner reactions will likely be similar the owners on Leray Street in 2007.
- It is anticipated that a portion of the property owners will not replace their walks and the City will have to create a crew or hire a contractor to replace the portion that remains undone.

2. Sidewalk Program: This work would be performed by the Sidewalk Program as it is currently configured. Property owners will be charged \$5.25/SF or a new rate set by the Council. Since the City is not in a prior written notice situation, this option becomes more viable. Estimated cost of the work is \$179K. Total assessment to property owners is estimated at \$39k. Net cost to the City is \$140k.

PRO's:

- Work gets done following an established program in the City.

CON's:

- Work cannot start until July 2015 since the Sidewalk Program is not in the current budget.
- Work won't start until 2016 if the current approved District 10 is completed first, assuming the Sidewalk Program is restarted in FY 15-16.

3. CDBG Stand Alone Project: Since Central Street is located in a census block group that is pre-qualified for low to moderate income, a designated project can be created with \$100k of CDBG funds offsetting the cost to the City. The work can be performed by the Sidewalk Program or a contractor. If the work is done by the sidewalk Program the net cost to the City is \$79k (\$179k cost - \$100K CDBG funds). If the work is done by a contractor, the net cost to the City is \$215k (\$315k estimated cost - \$100k CDBG funds). The increased contractor cost is due to the costs of prevailing wage, insurance, bonding, and overhead and profit.

PRO's:

- No Special Assessment District required.
- Clean and straight forward for paperwork and project management.

CON's:

- Work could not start until the CDBG Program is developed and approved (est. spring 2015).
- If the Sidewalk Program is used, work could not start until FY 15-16 or FY 16-17 as stated previously.

4. CDBG Special Assessment Option: This option is simply a variant of the current Sidewalk Program. The difference is that property owners that qualify by income can have their assessment, currently \$5.25, paid for by CDBG funds. Property owners would be required to fill out income verification paperwork in addition to the normal Sidewalk Program paperwork to qualify.

PRO's:

- This configuration would allow some owners to be charged the assessment and others not. This seemed to be a focus point during Council's last discussion.

CON's:

- Some people will have to pay and some won't. This is the opposite side of the same coin from the view of the property owner.

All things being equal, the preferred order of preference from Engineering and Code Enforcement is option 1 then option 2 if CDBG funds are not used. If CDBG funds are used, the order of preference is option 1, option 3 and then option 4.

Cc. Ken Mix, Planning and Community Development Coordinator
Gene Hayes, Department of Public Works Superintendent
Jim Mills, City Comptroller
Robert Slye, City Attorney
Shawn McWayne, Code Enforcement Supervisor

Municipal Separated Storm Sewer System (MS4)

Update for City Council

July 15, 2014

(prepared by MJ Sligar, Supt. Of Water)

I. Introduction:

Subsequent to being declared an “Urbanized Area,” the City was declared an “entity” within the gerrymandered Jefferson County Municipal Separated Storm Sewer System (JC MS4) with 5 villages and 3 towns likewise declared “entities.”¹ Confronted by the anticipated work efforts and costs, the declared entities formed an “ad hoc” group to explore the potentials for efficiencies and economies of scale enabled by a cooperative type effort in approaching the obligations now imposed. The City and the other 8 entities comprise this ad hoc group. The practicality of ultimately participating in such a cooperative cannot be assessed until it is fully defined and all impacts sufficiently understood.

The ad hoc group’s initial meeting was held on September 5, 2013 to begin discussions of some type of a cooperative. Monthly meetings have been held thereafter with the City Manager and the City Water Superintendent representing the City.

The first task facing each entity was to individually obtain coverage under the NY State Permit Program existing by law. On November 14, 2013 the City submitted the mandated application to be regulated under the NY State Pollutant Discharge Elimination Systems General Permit (GP-0-10-002) via a “Completed Notice of Intent” (the NOI) as an entity within a Small Regulated MS4. The NYS Department of Environmental Conservation approved the City’s application on June 6, 2014. The City is now required to fully implement an approved Storm Water Management Program (SWMP) by June 6, 2017. Our first SWMP Annual Report must be submitted by June 1, 2015.

Concurrently the drafting of an inter-municipal agreement and a set of by-laws to formalize the ad hoc group into a coalition commenced. This difficult work continues.

Also, an application for a \$100,000 grant administered by the NYSDEC was submitted in November 2013 by the ad hoc group on behalf of the coalition that is being formed. (Filing on behalf of the coalition was a prerequisite of the NYSDEC.) To date there is no announcement relative to the success of the application.

¹ Jefferson County, itself, is being designated by the NYSDEC as the 10th entity of the JC MS4. The County as yet has not participated in any of the activities to date.

II. Initial Identification of Measurable Goals in the City's approved NOI:

Attached to this update are pages 15 through 17 of the City's approved Notice of Intent (NOI) for the 6 Minimum Control Measures (MCM) by which the application has been organized. These measurable goals outline in general terms what is planned to be accomplished during the 3 year period within which the full complement of the City's Storm Water Management Program (SWMP) shall be implemented. It is a comprehensive effort of several complements of City Staff spanning several Departments. It is well within the City's collective abilities to do these things. The measurable goals include outreach programs yet to be established through which active public participation shall be encouraged. As the program progresses through its 3 year formation, these measureable goals may be modified as appropriate and as reported in the annual reports to the NYSDEC that are required. The NYSDEC will have the ability to comment and thus influence modifications requested by the City.

III. The Coalition Inter-Municipal Agreement (latest revision) (IMA):

Attached also is the latest revision to the Inter-Municipal Agreement. The Coalition will be officially formed by those entities that sign the finalized document. The IMA attached is different from the draft presented to the City Council in the February 10, 2014 Update Report.

Highlights of the latest revision of the IMA:

- a. The term of the IMA is three years and allows for extensions and renewals (as opposed to the five year term in the earlier draft). It allows for an individual member to withdraw from the agreement upon 60 days written notice with the forfeiture of its full annual financial contribution for the year of its withdrawal.
- b. The coalition is comprised of the original signees, that is, those of the 9 current entities that actually sign the finalized document. New members can be admitted according to terms within the agreement.
- c. The work of the coalition will be administered by a governing body formed by one designated permanent representative of each member entity, and one or more alternates as deemed appropriate by the member entity. The Mayor or Town Supervisor is the default permanent representative if none other is designated. Each member entity has one vote. 51% of the voting membership is required for approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items (requiring 5 of 9 votes). 75% of the voting membership is required for approval of capital budgets, adoption of by-laws and future amendments thereto (including membership fees), and entering into contracts (requiring 7 of 9 votes).
- d. There is an annual membership fee with the year beginning Jan 1 and ending on December 31, 2014 being \$3,500 per coalition member.

- e. Each coalition member shall be solely responsible and liable for its own activities under the IMA, for obtaining and retaining its permit coverage under the SPDES General Permit and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

IV. Issues impacting the decision to formally join the coalition:

By and large, the commitment of City staff (time, energy and equipment) will not be increased nor decreased through active participation with a coalition. The administration and implementation of individual approved Storm Water Management Programs (SWMP) remain the sole responsibility of each entity, as does regulatory mandated recording and reporting requirements. To a small extent burdens will somewhat increase with respect to selected City officers who will administer internal City programs and likewise participate with the coalition informational and coordination requirements as well. This, however, is true of all the entities that must do the same (differing perhaps only for the scale of their respective involvements because of their size and population densities). With respect to capital programs, each would be site specific as to which entity benefits and which do not.

The value of the City's continued involvement with the potential coalition rests in two distinct areas:

1. In the "Common Ground" items: the work efforts upon which all entities are actively involved and equally obligated to respond. Herein are such things as public outreach programs (such as public advertising and announcements in various media outlets); organized coalition sponsored public meetings of general informational types as well as specific projects; sponsored training events such as seminars; the fluid exchange of schedules, information and ideas in and amongst the coalition membership and associations; etc.
2. With the intense focus of Albany on consolidations, collaborations, and other methods of sharing assets and abilities, NY State funding of a grant program is greatly advantaged by participation in a coalition that may in fact trump the "go it alone" application.

This second consideration is by far the more significant of the two. At issue here is the City's one member one vote weight with respect to capital programs, coalition priorities, grant application focus, etc.

SECTION E. INITIAL IDENTIFICATION OF MEASURABLE GOALS

1. MCM 1 Public Education and Outreach measurable goals. List and describe all essential tasks that will need to be complete in order to demonstrate that progress is being made to meet all program deadlines (Part VII.A.1.f or Part VIII.A.1.g). Where applicable include start and end dates and work to be done by partners.

1. Introductory meeting 1st year with follow up meetings in subsequent years as appropriate with: City's Planning Board; Service Clubs (Rotary, Lions, Elks, Etc.) and Special Interests Groups (i.e. Save the River; etc.); School Boards of Education; and other Non-Traditional Organizations.
2. Parallel #1 above with informational pamphlets in the Water/Sewer Bills (Introduction first year with brief updates annually).
3. Appropriately stagger #1 and #2 above with periodic press releases featuring progress with specific groups or activities.
4. During second and third year, key in on the more difficult presentations and outreach with industries, commercial establishments, vehicle maintenance centers, etc. with detailed informational pamphlets and on site visits/presentations.
5. Conduct public hearings at key milestone periods (1st year introductory hearing with subsequent years focused upon annual updates and key events).

2. MCM 2 Public Involvement/Participation measurable goals. List and describe all essential tasks that will need to be complete in order to demonstrate that progress is being made to meet all program deadlines (Part VII.A.2.h or Part VIII.A.2.h). In addition, describe how the annual report will be presented to the public and how comments will be received. Where applicable include start and end dates and work to be done by partners.

1. At the end of the introductory efforts in the 1st year, initiate efforts to form an advisory or steering group to guide future efforts. Form the group in the second year, comprised of municipal officers, non-traditional entity representatives, regulatory participation, special interest and educational institutional representatives. Have this group then conduct the periodic public hearings.
2. Also in the second year, attempt to initiate public service programs (i.e. river and creek bank cleanups; catch basin stenciling; etc.); seek the interest and support of community service groups, scout groups, church groups, community environmental groups, etc.). Seek media support for interest stories and advertising.
3. In the second year, commence the seeding of public sensitivity for the illicit discharges which will be the lead focus of the third year's campaign and efforts.

SECTION E. INITIAL IDENTIFICATION OF MEASURABLE GOALS

3. MCM 3 Illicit Discharge Detection and Elimination measurable goals. List and describe all essential tasks that will need to be complete in order to demonstrate that progress is being made to meet all program deadlines (Part VII.A.3.m or Part VIII.A.3.m). Describe how outfall and sewershed mapping will be performed. Where applicable include start and end dates and work to be done by partners.

In the 1st year, identify what will be the expressed pollutants of concern (the POCs) and the more probable pathways or routes through which these could enter the environment in our MS4 entity. Also in this 1st year, complete the GIS mapping effort together with all appropriate overlays: the natural features (contours, creeks, river, wetlands, ditches, etc.); the infrastructure (storm sewers, pavement and streets, impervious layers, out falls, etc.); the sensitive areas (industries, outside stockpiles such as salt piles or construction equipment & materials; large vehicle storage or parking areas such as buses, maintenance garages, and auto dealerships); the non-traditional entities (hospitals, schools, governments, institutional, etc.)

Also, in this 1st year begin the effort of local law revisions of codes, rules and regulations governing the Cities abilities to conduct the investigations, identify sources, cause the corrective action, appropriately penalize abusers, etc.

4. MCM 4 Construction Site Runoff Control measurable goals. List and describe all essential tasks that will need to be complete in order to demonstrate that progress is being made to meet all program deadlines (Part VII.A.4.c or Part VIII.A.4.c). Where applicable include start and end dates and work to be done by partners.

Commence in the 1st year and finish in the second year the necessary revision to City codes to establish and enforce obligations relative to site plan development and any and all construction activities relative to MS4 obligations.

SECTION E. INITIAL IDENTIFICATION OF MEASURABLE GOALS

5. MCM 5 Post-Construction Stormwater Management measurable goals. List and describe all essential tasks that will need to be complete in order to demonstrate that progress is being made to meet all program deadlines (Part VII.A.5.f and Part VIII.A.5.f). Where applicable include start and end dates and work to be done by partners.

In the first year, set up overlays of all post construction installed devices (ponds, ditches, etc.) and in the second and all subsequent years update same.

For all such devices on municipal controlled lands, assign the maintenance and care to the appropriate City Department (i.e. DPW, Parks & Rec, etc.). Establish City enforceable standard operational procedures for the respective departments.

In the review and revision of codes in the second year, also include securing the ability of the City to enforce similar efforts on the part of existing non-traditional entities within its jurisdiction. Secure the authority to periodically inspect and cause appropriate maintenance activities for these "non-municipal" entities.

6. MCM 6 Pollution Prevention/Good Housekeeping measurable goals. List and describe all essential tasks that will need to be complete in order to demonstrate that progress is being made to meet all program deadlines (Part VII.A.6.g and Part VIII.A.6.g). Where applicable include start and end dates and work to be done by partners.

After the 1st year set up of the GIS overlays of all storm water control areas and structures, during the second year assign to the respective Departments of the City (DPW, Parks and Rec, WWTP Facilities, etc.) their appropriate areas of responsibility for the proper care and maintenance of same (ditch retention pond maintenance, routine site cleanups, etc.). Establish and enforce Standard Operational Procedures.

Through the Steering Committee formed in the second year, establish or attempt to establish a similar type of thing among and within the non-traditional entities (institutions, schools, etc.)

In this second year, also develop channel of communication for independent groups or individuals to report sighting or findings that could or should be dealt with in the interest of good housekeeping.

**INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

This INTERMUNICIPAL AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems (“MS4s”), as follows: Town of LeRay, Town of Rutland, Town of Watertown, Village of Black River, Village of Brownville, Village of Carthage, Village of Dexter, Village of West Carthage, and City of Watertown, hereinafter referred to as “Coalition Members,” hereby creates the Jefferson County Stormwater Coalition, as of December 31, 2013.

WHEREAS, the U.S. Environmental Protection Agency’s Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain permit coverage under the New York State Department of Environmental Conservation’s SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State’s Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in September of 2013 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **TERM.** The term of this agreement shall be for **three** years and shall commence on December 31, 2013 and terminate on December 31, 2016, unless extended or renewed.
2. **PURPOSE.** To authorize the work of the Jefferson County Stormwater Coalition whose purpose it is to work collectively to:
 - A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations and the permit conditions of GP-0-10-002 issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,

B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,

C. Research and implement appropriate funding mechanisms to meet the financial needs of compliance with the Phase II Stormwater regulations and GP-0-10-002; and,

. Cooperatively prepare a template for submission of the Annual Report to the New York State Department of Environmental Conservation on behalf of all Coalition members according to GP-0-10-002.

3. MEMBERSHIP.

A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. 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 on the Coalition.

B. Each member of the Coalition shall have one (1) vote at all meetings.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of the voting membership shall be required.

For actions requiring a supermajority:

2. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
3. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairman, Vice Chairman, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall appoint a Treasurer. The Coalition shall assign this position to a qualified employee or elected official from the municipality authorized to hold and manage "The Jefferson County Stormwater Coalition" account (See Section 4 Part C). If this individual is not identified as a permanent representative, he/she will be made an ex officio member of the Coalition.

F. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

G. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement, and further conditioned upon payment of \$3,500 and the full annual membership fee for that calendar year.

H. This Intermunicipal Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

- A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.3 above.
- B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition member.
- C. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Jefferson County Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition. The authorized municipality may seek reimbursement for administrative expenses to oversee the account.
- D. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.
- E. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.
- F. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

A. Staff from the Jefferson County Department of Soil and Water (JCDSW) may act as contractors for providing administrative services to the Jefferson County Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual report templates and other guidance information to assist the

individual MS4s in satisfying the requirements of GP-0-10-002. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If JCDSW will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2014. JCDSW staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to JCSDW for any services outside of the workplan approved by the Coalition.

B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.

C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

B. If any provision, paragraph, sentence, or clause 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, or clause had not been contained herein.

C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

**APPENDIX A
TO
INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

The Fee Schedule commencing January 1 and ending on December 31, 2014 shall be **\$3,500** per Coalition Member.