

SAMPLE INTERMUNICIPAL MS4 AGREEMENT

WHEREAS, the [Municipality] has requested that the County provide some or all of the services specified in this Agreement to assist the Municipality in complying with its obligations to develop and implement a Stormwater Management Program (“SWMP”) pursuant to the Municipal Separate Storm Sewer System (“MS4”) general permit (“MS4 Permit”).

WHEREAS, the County, acting through the Onondaga County Department of Water Environment Protection (“WEP”), has agreed to furnish these services upon execution of this Agreement by the County Executive and continuing until December 31, 2028 or until terminated without cause by either party upon ninety (90) days written notice of the party’s intention to so terminate it, or until terminated with cause by either party for a breach of this Agreement upon thirty (30) days written notice of the party’s intention to so terminate, which notice shall specify the grounds for termination.

WHEREAS, The Municipality and the County have determined that it is in their respective common interests and to the public benefit to enter into this Agreement and through its terms consider establishing a framework for developing a long term cooperative relationship for the management and control of stormwater and the corresponding reduction of pollutants to the extent possible from municipal stormwater systems owned and operated by the Municipality.

WHEREAS, the Onondaga County Legislature, by Resolution 082 of 2024, has authorized the County Executive to enter into this Agreement with the Municipality for the provision of certain MS4 Permit services covered by this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Municipality and County do hereby agree as follows:

1. **Limitation of Scope of Legal Obligations:**

The Municipality hereby warrants and expressly acknowledges that it is, and will remain, the sole owner and operator of the municipal stormwater system(s) that is the subject of this Agreement. The Municipality shall remain responsible for obtaining, implementing and complying with all aspects of its MS4 Permit. Nothing contained in this Agreement is intended to, or shall be construed or represented as an agreement by the County to obtain, implement or ensure compliance with the Municipality MS4 Permit obligations and the Municipality shall make no assertions or statements to the contrary.

2. **County and Municipality's Responsibilities under This Agreement: Hotline**

The County will at no cost:

- 1) Accept calls reporting potential illicit discharges from the public at large.
- 2) Record receipt of the call reporting potential illicit discharge in the WEP Dispatch Logbook.
- 3) Collect the following information if available:
 - Date and time of call
 - Name/title of the person making the call
 - Name of organization if relevant
 - Record caller contact information
 - Location of where potential illicit discharge was observed
 - Source or type of illicit discharge if known
 - Weather conditions at time illicit discharge was observed
- 4) Notify appropriate Municipality contact person(s) as soon as possible after receiving a reported illicit discharge.

The Municipality will:

- 1) Provide the County with appropriate 24-hour municipal contact information.
- 2) Respond to the person(s) reporting the potential illicit discharge to the hotline.
- 3) Provide the Commissioner of WEP with an annual summary report of: potential illicit discharge reports received from the County hotline; results of investigations of reported calls; and the status of any illicit discharges confirmed. Compliance may be achieved by providing WEP with a copy of the annual report required to be submitted to the New York State Department of Environmental Conservation ("DEC") by June 1 concurrently therewith.

3. **Outfall Inspections:**

The County will at no cost:

- 1) Annually inspect as a goal a minimum of 20% of the outfall locations provided to the County by the municipalities having executed this Agreement ("Participating MS4s"); the goal of which is to inspect all outfalls every five (5) years.
- 2) Annually communicate with Participating MS4s at the beginning of the outfall inspection season (late May or early June) to coordinate/communicate on geographic areas to be inspected during the course of the season.
- 3) Collect and record the following information:
 - Identification number of the outfall inspected
 - Date/time when outfall was inspected
 - Nature of any discharge at the time of inspection
 - While not the responsibility of WEP or its inspectors, if it is apparent to them that an outfall is in disrepair or some other unfavorable condition exists at the site, the County will attempt to notify the Municipality

- 4) Within 24 hours, notify appropriate Municipality contact person(s) during regular working hours in the event a suspected illicit discharge is observed.
- 5) Provide Municipality with an annual report (typically in March or April) including the following information:
 - Number of outfalls inspected
 - Identification numbers of the outfalls inspected
 - Dates/times when outfalls were inspected
 - Nature of the discharges observed at the times each outfall was inspected

The Municipality will:

- 1) Provide the County with appropriate municipal contact information in the event a suspected illicit discharge is observed.
- 2) Confirm and track down the source of the illicit discharge or request the County to provide such services in accordance with Section 4 below.

4. **Source Track Down:**

The County will:

- 1) Upon request of the Municipality, identify/confirm the nature of the illicit discharge.
- 2) Upon request of the Municipality, attempt to track down the source(s) of the illicit discharge.
- 3) Provide the Municipality, DEC, and the County Health Department with a summary report of findings.
- 4) Periodically bill the Municipality for services provided as set forth below.

The Municipality will:

- 1) Request assistance on an individual case basis to determine or confirm if an illicit discharge is occurring and what the potential source(s) might be.
- 2) Provide the County with sewer system design information and other assistance as necessary (e.g., arrange entry/access for dye testing).
- 3) Remain solely responsible for the elimination of illicit discharges.
- 4) Provide timely payment for services provided.

5. **Laboratory:**

The County will:

- 1) Collect and either analyze potential illicit discharge samples or send collected samples out to contract laboratories to confirm illicit discharges and to assist in source track down efforts (sample analysis will only be performed after consultation with the Municipality and Municipality consent is provided).
- 2) Provide the Municipality with a report of findings, including the analytical results and a brief interpretation of the results.
- 3) Bill the Municipality for laboratory costs at the prevailing lab fees.

The Municipality will:

- 1) Request assistance on an individual case basis to collect and analyze samples.
- 2) Provide the County with appropriate municipal contact information to obtain timely consent to proceed with sample analysis.
- 3) Determine what to do with the results.
- 4) Provide timely payment for laboratory costs.

6. **Compensation:**

The Municipality will compensate the County for services provided as follows:

- Hotline: No cost
STORMWATER POLLUTION HOTLINE: 315-435-3157
- Outfall inspection: No cost
- Source track down: \$60.00/hour
- Laboratory Analysis: At prevailing lab cost/rate

Requirements:

In order to take advantage of this agreement, Onondaga County needs the following from the participating municipality:

- Local Legislative approval (e.g. Resolution).
- Conflict of Interest affidavit (County's document).
- W-9 form.
- Proof of insurance or self-insurance (Disability, Workers' Comp, General Liabilities, Auto, Umbrella, Professional, etc. as applicable).

Using these documents, the Onondaga County Law Department will draft an agreement with the above language, which will be sent to the municipality for approval and signature. Once the County receives the signed document, it will be approved and signed by the County Executive's office and executed by Law. Only once this agreement is fully executed can a municipality truthfully claim that an alternative implementation agreement is in effect.

Contractor further provides the sworn **Conflict Interest Affidavit**, below, consistent with the terms of this Agreement.

State of _____)
County of _____) ss.:

Contractor, being duly sworn, deposes and says:

_____ (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

CONTRACTOR

By: _____
Name:
Title:

Sworn to before me on this _____ day of _____, 20____.
