ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON ISSUES RELATED TO STORM WATER MANAGEMENT

1.0 Purpose and Authority

This Agreement is authorized pursuant to Article 5-G of the General Municipal Law, as it applies to municipalities. For those regulated Non-Traditional MS4s which are not municipalities, this Agreement serves as a memorandum of understanding between municipal and non-municipal signatories. Its purpose is to foster cooperation and to provide for the provision of joint services related to compliance with the requirements of the MS4 program established under state and federal law specifically, and for matters related to protecting water quality and managing storm water more generally.

2.0 Definitions

For purposes of the Agreement, the following terms are defined:

- "Additional Services" shall mean services in addition to the Basic Services which are approved by the Board of Directors; these are provided to interested Members for the duration of this Agreement.

 Such Members pay separately for these services and the services are provided by an Additional Services dedicated Coalition staff person. At this time, the present interested Members in securing additional services are: (1) the City of Cohoes, (2) the Village of Menands, (3) the City of Watervliet, and (4) the Town of New Scotland.
- 2.2 "Basic Services" shall mean those services available to all Members.
- 2.3 "Board of Directors" shall mean the governing board of the Coalition, comprised of one (1) representative from each Member.

- "Coalition" or "Stormwater Coalition of Albany County" shall mean the group of municipalities and other governmental entities that are parties to this Agreement.
- 2.5 "Coalition Account" shall mean the account which holds all funds of the Coalition.
- 2.6 "Coalition Stormwater Program Director" shall mean the staff person responsible for the day-today business of the Coalition and implementing the Work Plan.
- 2.7 "Director" shall mean an individual serving on the Coalition Board of Directors.
- 2.8 "Grant Account" shall mean any account which is created by the Chief Fiscal Officer of the County to maintain funds provided to the Coalition through grants to the Host.
- 2.9 "Host" means Albany County.
- 2.10 "Host Liaison" shall mean a person appointed by the Host's Chief Executive Officer who attends

 Board of Director meetings and serves as a liaison between the Host and the Coalition.
- 2.11 "MS4 Program" shall mean the municipal separate storm sewer system program established under federal and state law.
- 2.12 "Member" or "Members" shall mean any dues paying entity which serves on the Coalition Board of Directors.
- 2.13 "Membership Fee" shall mean the total amount of annual dues paid by a Member.
- 2.14 "Municipality" shall mean any village, town, or city within Albany County.
- 2.15 "Non-MS4 Municipality" shall mean any municipality in Albany County that is not subject to the MS4 Program.
- 2.16 "Non-Traditional MS4" shall mean any government entity wholly or partially in Albany County subject to the MS4 Program that is not a Traditional MS4, including state and federal prisons, office complexes, hospitals, state transportation agencies, university campuses, public housing authorities, schools, other special districts.

- 2.17 "Signatory" shall mean the individual authorized by each Member or Supporter to enter into contracts.
- 2.18 "Staff Support Supplement" shall mean discretionary sums provided to the Coalition by Albany
 County from the General Fund for Basic Services so that the Coalition's compliance programs
 can continue uninterrupted. The amount is not to exceed one hundred thousand and 00/100
 (\$100,000) annually.
- 2.19 "Statement of Intent" shall mean a written statement from an individual Member indicating their commitment to continue as a paying Member at the amount approved by the Board of Directors for the upcoming fiscal year.
- 2.20 "Supporters" shall mean an entity not subject to the MS4 permit who wishes to join the Coalition upon its own initiative.
- 2.21 "Traditional MS4" shall mean any city, town, or village in Albany County subject to the requirements of the MS4 program and the County of Albany.
- 2.22 "Working Group" shall mean the group of representatives appointed by individual Members to implement the Work Plan.
- 2.23 "Work Plan" shall mean the annually prepared document approved by the Coalition Board of Directors which shows projected services and related activities for the upcoming fiscal year.
- 3.0 Parties to the Agreement
- 3.1 Current Members.

Traditional MS4s who participated in the fully executed inter-municipal agreement titled "ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON ISSUES RELATED TO STORM WATER MANAGEMENT" effective June 25, 2019, are current

Members of the Coalition. Current Members include: Albany County, City of Albany,
Town of Bethlehem, City of Cohoes, Town of Colonie, Village of Green Island, Town of
Guilderland, Village of Menands, Town of New Scotland, Village of Voorheesville, City of
Watervliet, and the University at Albany—SUNY.

3.2 Additional Members.

Membership in the Coalition will also be available to Non-Traditional MS4s which are not municipal corporations, newly regulated MS4s, and Non-MS4 Municipalities. Any such entity desiring to become a Member will present a statement indicating their interest to become a Member of the coalition and commitment to abide by the terms of this Agreement. For Non-Traditional MS4s, the statement is signed by the individual authorized to enter into contracts and the individual (by job title) who signed the MS4 Permit Notice of Intent. For Traditional MS4s, the resolution is authorized by a majority vote of the voting strength of its governing body, and then signed by the Chief Elected Official, or their designated representative. Upon receiving a majority vote of the Coalition Board of Directors, such an entity will then execute the Agreement and become a Member.

3.3 Rights of Members.

All Members will have the following rights under the Agreement:

- a. Access to all Basic Services on the same basis.
- b. The Option to secure Additional Services
- Attendance and participation in all meetings of the Coalition and of its Working
 Groups, committees, and subcommittees.
- d. Access to all financial information concerning the operation of the Coalition.
- e. The ability to cast a single vote on all issues before the Board of Directors.

3.4 Non-Traditional MS4s Not Eligible For Membership

If, for whatever reason, a Non-Traditional MS4 may not be eligible to participate as a voting Member serving on the Board of Directors, to the extent that such a Non-Traditional MS4 and Coalition can enter into contracts, the Board of Directors may contract with a Non-Traditional MS4 upon such terms and conditions as it determines appropriate.

3.5 Participating Entities Not Subject to the MS4 Program.

At the request of an entity that is not subject to the MS4 Program or on its own initiative, the Board of Directors may invite any such entity to participate in some or all of the Coalition's activities upon terms it determines appropriate. Such terms may involve charging a fee to participate in Coalition activities, with participation and fees both subject to approval by the Board of Directors. The purpose of these fees is to cover the direct and indirect costs of the activity, and the activities must be a component of the adopted Coalition Work Plan. Such entities may also contribute tangible, non-monetary support to the Coalition.

- 4.0 Basic Services of the Coalition.
- 4.1 The Parties agree that the Coalition will perform the following Basic Services:
 - a. Serve as a clearinghouse for information concerning the MS4 Program and stormwater management by conducting Working Group Meetings, preparing and maintaining the Coalition's website, and facilitating the routine sharing of stormwater experiences and expertise.
 - b. Contract for the provision of services and the purchase of goods in support of its purposes.
 The procurement of any services will comply with the requirements of General Municipal
 Law.

- c. Subject to the approval of the municipal sponsors: apply for, administer, and implement grants on behalf of its Members related to the MS4 Program or stormwater management more generally.
- d. Assist in the preparation and submission of a joint annual report to NYSDEC as allowed in the most current MS4 permit.
- e. Provide for the development, distribution, and annual review of a joint stormwater management program documents which may describe Best Management Practices and Measurable Goals pertaining to the MS4 permit compliance.
- f. Implement MS4 permit requirements collaboratively for the purpose of individual MS4 permit compliance.
- g. Implement MS4 permit requirements for individual Members provided the services do not impact the delivery of Basic Services for all Members.
- h. Represent Members' interests.
- i. Provide support for regulatory audits.
- j. Develop long term, sustainable funding mechanisms for all aspects of the MS4 Program.
- Identify issues of growing concern and recommend approaches to investigating and addressing them.
- Support CSO permit implementation where mandated Best Management Practices shall duplicate or be similar to mandated MS4 permit Best Management Practices.
- m. Support MS4 program implementation based on watershed boundaries.
- Manage Coalition operations.
- Support shared stormwater and related water infrastructure mapping across Member jurisdictional boundaries.

- Support the collection and analysis of stormwater program inspection data across Member jurisdictional boundaries.
- 5.0 Board of Directors.
- A Board of Directors will be established consisting of one (1) representative of each Member, each such representative being known as a Director. The governing board of each Coalition Member, if a Traditional MS4 or Non-MS4 municipality, shall designate a permanent representative and one (1) or more alternates (as it shall see fit) to serve on the Coalition for a period of one (1) year or such other period determined by the Member. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative to the Coalition. If a Non-Traditional MS4, the individual responsible for signing the MS4 Permit Notice of Intent shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition for a period of one (1) year or such other period determined by the Member.
- The Host will appoint a representative to serve in an advisory capacity to the Board of Directors and Coalition Stormwater Program Director. They will be appointed by the Host Chief Executive Officer and their title shall be Host Liaison.
- 5.3 Each Director shall have one (1) vote. A majority vote of the total number of Directors will be necessary to pass any resolution.
- At the first Board Meeting of the fiscal year, the Board of Directors will select a chairperson and alternate chairperson of the Coalition. The chair will help guide Coalition operations, address personnel issues, facilitate Board meetings, and assist the Coalition Stormwater Program

- Director as needed. When the chairperson is absent, the alternate chairperson will provide these services.
- 5.5 A majority of the total number of Directors will constitute a quorum and no business of the Board of Directors will be conducted without a quorum.
- 5.6 Meetings of the Board of Directors will be subject to the Open Meetings Law.
- 5.7 The Board of Directors will keep and provide minutes of its meetings.
- 5.8 Approval of the Board of Directors is needed for the following actions by the Coalition:
 - a. Adoption of the annual Work Plan and budget.
 - b. All personnel decisions.
 - c. Application for grants.
 - d. Adoption and amendment of bylaws.
 - e. Approval of contract awards.
 - f. Authorization to make a contract and purchase payments in excess of five thousand (\$5,000.00) dollars.
 - g. Provision of policy direction and oversight for the Coalition Stormwater Program Director.
 - h. Approval of Members receiving Additional Services.
 - Permit entities that are not eligible for Coalition Membership to participate in Coalition activities.
 - j. Any other action for which this Agreement requires Board of Directors approval.
- 6.0 Coalition Stormwater Program Director and Other Employees.
- 6.1 The Board of Directors will appoint the Coalition Stormwater Program Director, subject to consensus with the Host. The Coalition Stormwater Program Director will be responsible for the day-to-day business of the Coalition under the direction of the Board of Directors.

- The Board of Directors may appoint such other part-time and full-time employees of the Coalition as may be funded in the Annual Budget, subject to consensus with the Host. The Staffing Support Supplement provided by the County of Albany shall be used to provide for additional personnel employed to provide Basic Services to the Members
- 6.3 All such employees will be entitled to the same benefits as non-union employees of the County of Albany, including the making of employer's contributions for retirement, social security, health insurance, worker's compensation, and other similar benefits.
- 6.4 The cost of all salary and benefits for any such employee will be an expense of the Coalition.
- 6.5 Additional Services shall be provided to Members who choose to pay additional fees to the Coalition for those services. These services shall be provided by an Additional Services dedicated Coalition staff person and managed by the Coalition's Stormwater Program Director.
- 6.6 All such employees will be deemed employees of the County of Albany. The Coalition will establish any such position through the Department of Civil Service of Albany County, to be updated as needed.
- 7.0 Finances of the Coalition.
- 7.1 The Chief Fiscal Officer of the County of Albany will have custody of all funds of the Coalition.
- 7.2 Funds of the Coalition shall be deposited in a separate account which shall only be used for Coalition expenses, referred to as the Coalition Account.
- 7.3 Funds provided to the Host as detailed in grant contracts may be deposited into a separate account which may only be used for grant expenses, referred to as the Grant Account.
- 7.4 The Chief Fiscal Officer of the County of Albany has the authority to dispense funds from the Coalition Account for all personnel expenses, all non-personnel expenses of five thousand (\$5,000) or less upon the review and audit of proper documentation for such expenses and all non-personnel expenses in excess of five thousand (\$5,000.00) upon the authorization of the

- Board of Directors. No funds will be dispensed unless they are within the overall budget expenditure adopted by the Board of Directors and unless the obligation was incurred in accordance with applicable procurement policies, if any.
- 7.5 All funds collected as Membership Fees or fees for Additional Services are the property of the Coalition. They will be delivered to the Chief Fiscal Officer of the County of Albany for deposit into the Coalition Account. The Staffing Support Supplement is managed administratively by the Chief Fiscal Officer of the County of Albany and the Commissioner of Management and Budget.
- 7.6 The Coalition will not incur any obligations which cumulatively exceed the budget allocations for any given fiscal year.
- 8.0 Budget and Work Plan
- 8.1 The fiscal year of the Coalition will be from January 1 to December 31.
- 8.2 On or before June 25 of each year, the Coalition Stormwater Program Director will provide a proposed budget to the Board of Directors together with a proposed Work Plan.
- Additional Services for the upcoming fiscal year, the projected amount of grant funds that will be received during the upcoming fiscal year, any other non-local income, the projected amount of the Staffing Support Supplement, and the amount of local income to be raised through Membership Fees. The Membership Fee will be itemized by Coalition Member, to include fees from Other Non-Traditional MS4 Not Eligible for Membership (3.4).
- 8.4 The proposed budget will separately show the in-kind services to be provided by the County of Albany pursuant to Section 9.4 of this Agreement.
- 8.5 The proposed Work Plan will show the projected services and related activities for the upcoming fiscal year and projected costs for each such activities where possible and appropriate.

- 8.6 The Board of Directors will approve the proposed budget and Work Plan as submitted or make such modifications as it determines are necessary.
- 8.7 When the proposed budget is approved, the Coalition Stormwater Program Director will finalize the amount of fees owed by each Member for the Basic Services pursuant to Article 9.0 of this Agreement and for all Additional Services requested by a Member. The Coalition Stormwater Program Director will send a letter to the Chief Executive Officer of such Member on or before July 15 with such information, or as soon as possible thereafter.
- 8.8 On or before August 15, the governing body of each Member will send a Statement of Intent to the Coalition indicating whether it intends to continue its Membership for the upcoming fiscal year.
- 9.0 Membership Fee.
- 9.1 The Members will make payments to the Coalition on the following basis, subject to change as adopted by the Coalition Board of Directors:

Base Fee for Traditional MS4 other than Albany County	\$3,500.00	
Base Fee for Albany County	\$7,000.00	
Base Fee for Non-Traditional MS4	\$3,500.00	
Base Fee for Non-MS4 Municipalities	\$1.750.00	

Members may pay a supplemental fee. If so, the supplemental fee will be paid by the Members based on the following point system and formula.

Each Traditional MS4 except Albany County is designated a number of points based on the following system:

<u>Total Population</u>. In the case of Towns that have Villages that are separate Current Members, the population will be based on the population of the Town, excluding that Village.

Population is based on the most recent census figures.

50,000+ 3 points

25,001 to 50,000 2 points

7,501 to 25,000 1 point

Up to 7,500 0 points

Total Square Mileage in MS4 Designated Areas. In the case of Towns that have Villages that are separate Current Members, the total square mileage will be based on the square mileage in the MS4-designated area of the Town, excluding that Village.

30 sq. miles+ 2 points

10-30 sq. miles 1 point

Up to 10 sq. miles 0 points

Additional Points. For the purpose of funding Basic Services, Members may agree to a Member-wide increase of equal point value to be assigned to all Members. These additional points are added to the Traditional MS4 "points" system to calculate total points for a given budget year. The value of each point will be calculated by reducing the budget by the amount of the total base fees paid by all Members. The remainder will be divided by the total number of points associated with all methods for determining points. This is the price per point.

The supplemental fee for each Member will be the price per point times the number of points for each Member.

The annual Membership Fee for each Member is the base fee plus any supplemental fee, plus Additional Service fees for Members identified in Definitions and approved by the Board of Directors.

- 9.2 Membership Fees for all Members will be due on January 31 of each year. A one percent (1%) surcharge will be added to the fees due that are a month or more overdue. Such surcharge will accumulate at the rate of one percent (1%) of each month or part thereof for which the fees are overdue.
- 9.3 If a Member fails to pay its fees in full within six (6) months after such fees are due, the Board of Directors may suspend the rights of such Member until payment is made in full, including any surcharge.
- 9.4 In addition to its base fee and any supplemental fees, Albany County agrees to provide the Coalition with the following in-kind services, such services to constitute a non-monetary portion of its total Membership Fee:

Office space, furniture, and storage for Coalition records

Payroll and benefits support

Computer services

Legal support for grants, contracts, and minor questions of law

Purchasing services

Telephone and office equipment

County fleet

Budgeting

Legislative support

- 10.0 Role of the Host
- 10.1 The Host will assign to various County departments the delivery of in-kind services. The Host Liaison as described in Section 5.2 will facilitate the delivery of these services.
- 10.2 Routine payroll and purchasing support services will be provided by the Albany County

 Department of Public Works. Legislative action initiated by the Coalition will be communicated and coordinated with the Host Liaison. For the purpose of communicating routine deadlines and other matters related to County operations, the Coalition Director will be included in Department level email lists as determined by the Host Liaison.
- 11.0 Working Group and Subcommittees.
- Each Member will appoint one or more representatives who will participate in the Working Group of the Coalition. That representative may also be a Director.
- The Working Group will meet on a periodic basis to be determined by the Coalition Stormwater

 Program Director but not less frequently then once every two months.
- 11.3 The Working Group will establish and abolish such subcommittees as may be needed from time to time to handle the business of the Coalition. The Members agree to participate in good faith on the subcommittees on which they serve.
- 11.4 The Coalition Stormwater Program Director will coordinate the activities of the Working Group and its subcommittees, providing administrative support directly or through other employees of the Coalition.
- 12.0 Miscellaneous Provisions
- 12.1 All records of the Coalition are subject to the Freedom of Information Law.

- 12.2 Each Member shall indemnify and hold harmless the other Members, their officers, agents, and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.
- 12.3 This Agreement will be governed by and construed in accordance with the laws of the State of New York.
- This Agreement will become effective upon the execution of this Agreement by all of the interested Traditional MS4s after authorizing resolutions have been duly adopted by their governing bodies or, if not executed by all of the Traditional MS4s by September 30, 2017, the Agreement will become effective when executed by a least ten of the Current Members, after authorization resolutions have been duly adopted by their governing bodies, so long as Albany County is among those who have executed this Agreement. Any Current Member that has not executed this Agreement when it becomes effective may renew their status as a Current Member thereafter when that Current Member executes this Agreement after being duly authorized by the governing body.
- 12.5 Whenever an entity is admitted to Membership in the middle of the Coalition's fiscal year, the Board of Directors may decide to prorate the Membership Fee for such new Member and charge an administrative fee to cover the cost of updating relevant Stormwater Coalition documents.
- 12.6 Any Member may withdraw from the Coalition upon sixty (60) days written notice to the Coalition Stormwater Program Director. The withdrawal of a Member will not entitle that Member to the refund of any Membership Fee.
- Should an existing Member or Non-Traditional MS4 Not Eligible for Membership (See Section 3.4) choose to leave in the middle of the Coalition's fiscal year, then return within a two (2) year period, their Membership Fee or contractual annual fee for a Non-Traditional MS4 Not Eligible for Membership, is the full amount as itemized in the budget adopted by the Board of Directors at the time of departure.

This fee is an annual charge for each fiscal year of their absence, to compensate for benefits that continued to be derived during that absence, excluding the fiscal year of their departure, due within thirty (30) days of their date of re-entry, with that date determined and approved by the Coalition Board of Directors. The Board of Directors may decide to charge an administrative fee to cover the cost of updating relevant Stormwater Coalition documents.

- 12.8 This Agreement may be executed in duplicate originals.
- 12.9 This Agreement may be amended upon the written consent of a majority of all Members, such consent to be given by their respective governing bodies in the same manner as the initial approval of this Agreement.
- 12.10 This Agreement may be terminated upon the written consent of a majority of the Current Members, such consent to be given by their respective governing bodies.
- 12.11 Prior to termination, the Coalition Board of Directors will dispose of all Coalition assets and legal documents. These assets may include intellectual property, such as printed material; equipment and software, such as computers, printers and mapping equipment, the Coalition Stormwater Web Mapper; or the Stormwater Coalition website. Legal documents include those documents pertaining to recordkeeping requirements noted in past and current NYSDEC SPDES General Permits for Stormwater Discharges from Municipal Separate Storm Sewer System (MS4s) and documents named in grant contracts where the Host is the contractual party and the Coalition implements grant deliverables.
- 12.12 If not terminated earlier, this Agreement will remain in effect until December 31, 2022.

Date: DECEMBER 18 ,2019	City of Albany By: FATHERINE M. SHEEHAN Title: MAYOR
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		By: Mega Gren
		Title: Mayor

Date: 12/9/19	Village of Voorheesville By: Title: MAYOR
Date:	County of Albany By: Title:
Date:	University of Albany-SUNY (Uptown) By: Title:

Date:		Village of Voorheesville
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Date:	12/9/2019 NH	County of Albany
		By: Daniel P. Mc Cal
		Title: County Executive - NIL
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Date:	County of Albany
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	Title:
Date: 12/20/2019	University of Albany-SUNY (Uptown)
	By: Mr Welfer
	Title: VP FINANCE & BUSINESS

Date:	Village of Voorheesville
	Ву:
	Title:
Date:	County of Albany
	By:
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Date: 4/6/22	Village of Altamont
	By: Keny a Qireen Title: Mayor
	Title: Mayor