

Hudson River Drinking Water Intermunicipal Council
Memorandum of Agreement

This memorandum of agreement is entered into as of this **31st** day of **May 2018** by and between the following undersigned participants (hereinafter referred to as “Party”, or collectively, as “Parties”):

Town of Esopus 284 Broadway Ulster Park, NY 12487

Town of Hyde Park 4383 Albany Post Road Hyde Park, NY 12538

Town of Lloyd 112 Church Street Highland, NY 12528

Town of Poughkeepsie 1 Overocker Road, Poughkeepsie, NY 12603

City of Poughkeepsie 62 Civic Center Plaza, Poughkeepsie, NY 12601

Village of Rhinebeck 76 E Market St, Rhinebeck, NY 12572

Town of Rhinebeck 80 East Market Street, Rhinebeck, NY 12572

Whereas, the Hudson River Estuary is the primary drinking water supply for over 100,000 people in the City and Town of Poughkeepsie, Village and Town of Rhinebeck, Town of Hyde Park, Town of Lloyd and Town of Esopus; and

Whereas, maintaining and enhancing water quality in the Hudson River and its tributaries is essential to the public health, economic well-being, environmental resources and quality of life for these communities; and

Whereas, Source Water Protection is a series of measures, defined and encouraged through federal and state programs, including the Safe Drinking Water Act amendments of 1996, designed to take a watershed approach to protecting public drinking water supplies from contamination; and

Whereas, a review of source water protection-related programs by the Center for Watershed Protection and Riverkeeper has recommended a number of actions, including chiefly the development and implementation of a Source Water

Protection Program for this water supply, and formation of an intermunicipal Drinking Water Council to do so; and

Whereas, the undersigned parties wish to explore mutually beneficial ways of sharing information and resources to protect and improve water quality in the Hudson River Estuary and its tributaries in this source watershed; and

Whereas, cooperation pursuant to this Memorandum of Agreement should result in, among other things:

1. Enhanced opportunities when applying for grants to fund mutually beneficial projects with respect to improving water quality in the Hudson River Estuary and its watershed, including water infrastructure and watershed protection projects; and
2. Enhanced intergovernmental communication and coordination, providing for opportunities for shared services and a more efficient and cost-effective coordinated approach to implementing current and future source water protection projects; and
3. A forum for coordinating agencies and organizations at the municipal, county, regional, state and federal levels; and
4. Long-term watershed stewardship to maintain and improve water quality; and
5. A unified voice advocating for common interests, and for sharing the experience and lessons learned with other communities.

Whereas, cooperation pursuant to this Memorandum of Agreement shall not be construed so as to interfere with or diminish municipal powers, authority, or regulatory authority of any of the undersigned Parties; and

Whereas, the Parties wish to formally affirm their continuing partnership with each other in order to protect, conserve, and enhance the water resources of the river and watershed; and

Now therefore, pursuant to the authority vested in them by Section 119-O of the General Municipal Law of New York State, the undersigned parties hereby agree as follows:

1. The undersigned Parties hereby form and establish the Hudson River Drinking Water Intermunicipal Council (hereinafter “The Council”) to be comprised of one representative and one alternate from each undersigned Party; and other entities or individuals (the public) that qualify for membership, as determined by the Council.
2. The Council will work to address the aforementioned issues, which efforts may include, but are not limited to, the following:
 - a. Securing and sharing the public and private grants available to address issues pertaining to watershed protection and management;
 - b. Consider and act on the recommendations in the Center for Watershed Protection/Riverkeeper source water protection report.
3. The Council may develop or adopt bylaws that describe how the Council will function, including decision making, information on voting procedures, making public statements as a group, regular meetings, subcommittees, strategic plans, and other basic operating principles.
4. Each undersigned Party may, at its discretion and from time to time, change its representative or alternate to the Council.
5. Any undersigned Party may terminate its participation in the Council and this Agreement at any time by notifying all other undersigned Parties in writing of the determination, reasons for the termination, and the effective date thereof. Withdrawal from the Council and this Agreement by one undersigned Party shall not operate to terminate the Agreement, which shall continue in full force and effect with respect to all other undersigned parties.
6. The agreement does not require the payment of any funds by any undersigned Party, nor does it commit any undersigned Party to take any specific action with respect to the River, the Watershed or the undersigned Party itself. If, at a later time, funding shall be requested from an undersigned Party to support the Council activities, it shall be determined

and agreed to by the Council in accords with the bylaws or agreed-to-operating procedures.

7. This Memorandum of Agreement shall remain in full force and effect for a period of five years from its effective date, as described below in paragraph 12, and shall be automatically renewed for successive five year terms until the Council is dissolved by its membership.
8. This agreement is not meant to supercede any federal, state or local law or regulation governing the issues addressed herein nor is it meant to supercede the authority of any municipal agency that has jurisdiction over such issues.
9. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all which, when taken together, shall constitute one and the same instrument.
10. This Council shall be considered formally constituted upon execution of this Memorandum of Agreement by any number of Municipalities.
11. The Council may decide to invite additional members in order to effectively achieve the goals of the Council.

IN WITNESS WHEREOF, the following parties through their Chief Executive Officials of each of the aforementioned Municipalities have executed this agreement.

Signatures:



Shannon Harris, Supervisor, Town of Esopus

5.31.18

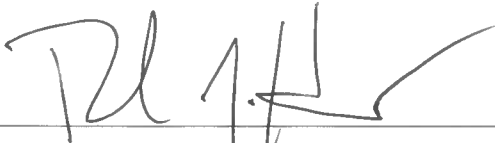
Date



Aileen Rohr, Supervisor, Town of Hyde Park

5/31/18

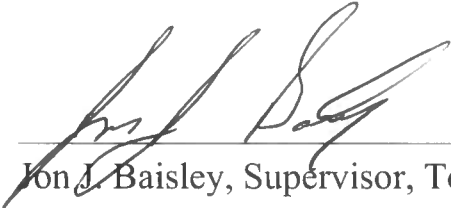
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Paul Hansut, Supervisor, Town of Lloyd

5.31.18

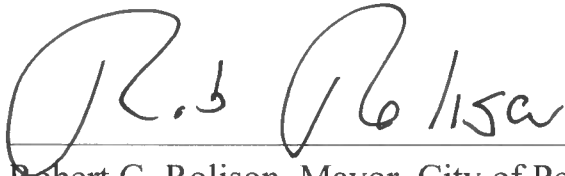
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Jon J. Baisley, Supervisor, Town of Poughkeepsie

5.31.18

Date



Robert G. Rolison, Mayor, City of Poughkeepsie

5-31-18

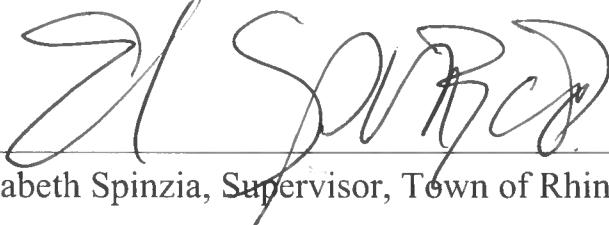
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Gary Bassett, Mayor, Village of Rhinebeck

5/31/18

Date



Elizabeth Spinzia, Supervisor, Town of Rhinebeck

5/31/18

Date