

**Hudson River Drinking Water Intermunicipal Council**  
**Memorandum of Agreement**  
**Amendment #1 (Revised November 2022)**

This Amendment is entered into as of this 7<sup>th</sup> day of February, 2023, 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 East Market Street, Rhinebeck, NY 12572

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

**WHEREAS**, the parties wish to continue to explore ways to protect, conserve, improve, and enhance the water quality in the Hudson River Estuary and its tributaries in this source watershed; and

**WHEREAS**, to continue to carry out the priorities and goals of the Hudson River Water Intermunicipal Council (hereinafter "Council"), also known as the "Hudson 7", the parties now desire financial contributions in order to hire a legal consultant and to hire a full time Protection Coordinator; and

**NOW THEREFORE**, the above parties agree to amend and add certain terms and additional parties to the original Memorandum of Agreement that was executed on May 31, 2018, as follows:

- 1) The parties now agree that the following are now added as members to the Council:
  - County of Dutchess**, 22 Market Street, Poughkeepsie, NY 12601
  - County of Ulster**, 244 Fair Street, Kingston, NY 12401
- 2) The parties agree that the County of Dutchess shall be a voting member. The Dutchess County Executive, upon consultation with the Dutchess County Legislature, shall appoint a member to the Council who shall be the County's designated representative, with voting privileges. This member should be designated as soon as possible in order to continue the efforts of the Council without further delay.
- 3) The parties agree that the County of Ulster shall be a voting member. The Ulster County Executive, upon consultation with the Ulster County Legislature, shall appoint a member to the Council who shall be the County's designated representative, with voting privileges. This member should be designated as soon as possible in order to continue the efforts of the Council without further delay.
- 4) All parties, including the County of Dutchess and the County of Ulster, have agreed and committed to allocating funds annually, for three years, as indicated below, in order to provide financial assistance to the Council for purposes of hiring a full time "Protection Coordinator" (hereinafter "Coordinator") in the near future.
  - County of Dutchess shall contribute up to \$25,000 annually, over a three-year period, with a total contribution not to exceed \$75,000.
  - County of Ulster shall contribute up to \$25,000 annually, over a three-year period, with a total contribution not to exceed \$75,000.

- City of Poughkeepsie shall contribute up to \$5,000 annually, over a three-year period, with a total contribution not to exceed \$15,000.
  - Town of Poughkeepsie shall contribute up to \$5,000 annually, over a three-year period, with a total contribution not to exceed \$15,000.
  - Town of Hyde Park shall contribute up to \$5,000 annually, over a three-year period, with a total contribution not to exceed \$15,000.
  - Town of Rhinebeck shall contribute up to \$2,500 annually, over a three-year period, with a total contribution not to exceed \$7,500.
  - Village of Rhinebeck shall contribute up to \$2,500 annually, over a three-year period, with a total contribution not to exceed \$7,500.
  - Town of LLOYD shall contribute up to \$2,500 annually, over a three-year period, with a total contribution not to exceed \$7,500.
  - Town of Esopus shall contribute up to \$2,500 annually, over a three-year period, with a total contribution not to exceed \$7,500.
- 5) Notwithstanding the financial commitments agreed to in paragraph four, all parties acknowledge that in the first year of contributions for the Coordinator, the amount may be prorated depending on the start date of the Coordinator.
- 6) All parties agree that the financial contributions for hiring a coordinator be contingent upon and will commence upon the Council's adoption and implementation of a mechanism by which it may accept such funds, following advice and counsel from the legal consultant, hired herein.
- 7) The County of Dutchess has committed to contributing an additional one-time amount, not to exceed Nineteen Thousand Nine-Hundred and Ninety-Nine and 00/100 (\$19,999) Dollars, in order for the Council to hire a legal consultant.
- The purpose of such legal consultant will include, but not be limited to, advising the Council on appropriate organizational structures, exploring the potential of incorporating as a 501c3 entity or remaining as an intermunicipal collective providing a shared service pursuant to General Municipal Law 119-o, accepting monies before incorporating, revising By-laws, implementing mechanisms to allow the Council the ability to receive and disburse monies, open bank accounts, adding a treasurer, etc.
  - Since the Council does not yet have the ability to accept such monies, these monies will be controlled and disbursed through the County of Dutchess Planning Department, with submission of appropriate documentation.
- 8) **This Amendment shall not be considered formally adopted until approval and execution by all parties, including the County of Dutchess and County of Ulster.**
- 9) **ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT, AND ANY AMENDMENT THERETO NOT EXPRESSLY AMENDED OR ALTERED BY THIS AGREEMENT, SHALL REMAIN IN FULL FORCE AND EFFECT.**

**IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement after such approval by each of their respective Chief Executive Officials.**

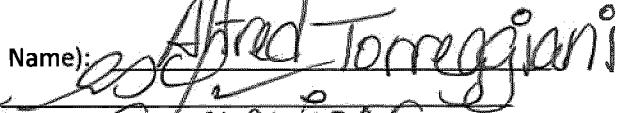
EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING  
WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT

TOWN OF ESOPUS

By (Print Name): Danielle Freer  
Signature: Danielle L. Freer  
Title: Supervisor  
Date: 1/20/23


**EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING  
WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT**

**TOWN OF HYDE PARK**

By (Print Name): Alfred Torreggiani  
Signature:   
Title: Town Supervisor  
Date: 1-24-23

**EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING  
WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT**

**TOWN OF LLOYD**

By (Print Name): David Marchak  
Signature:   
Title: Supervisor  
Date: 2/1/2023

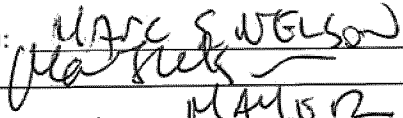
EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING  
WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT

TOWN OF POUGHKEEPSIE

By (Print Name): Jon Paisley  
Signature: *Jon Paisley*  
Title: Supervisor  
Date: 1.26.23


**EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT**

**CITY OF POUGHKEEPSIE**

By (Print Name): MARC S. WELSON  
Signature:   
Title: MAYOR  
Date: 2-4-23

**EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT**

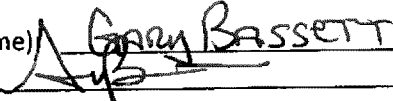
**TOWN OF RHINEBECK**

By (Print Name): Josh Pulver  
Signature:   
Title: Deputy Town Supervisor  
Date: 1/26/23



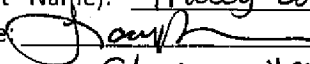
EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING  
WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT

VILLAGE OF RHINEBECK

By (Print Name) GARY BASSETT  
Signature:   
Title: Mayor  
Date: 1/13/23

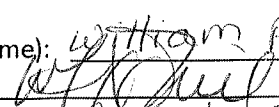
EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING  
WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT

ACCEPTED: COUNTY OF ULSTER

By (Print Name): Tracey Bartels  
Signature:   
Title: Chair, Ulster County Legislature  
Date: 1/20/23

EXECUTION OF AMENDMENT #1 (REVISED NOVEMBER 2022) TO THE HUDSON RIVER DRINKING WATER INTERMUNICIPAL COUNCIL MEMORANDUM OF AGREEMENT

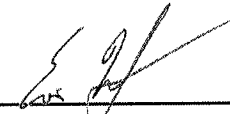
ACCEPTED: COUNTY OF DUTCHESS

By (Print Name): William F.X. O'Neil  
Signature:   
Title: Acting County Executive  
Date: 2/7/2023

APPROVED AS TO FORM:

  
COUNTY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT

  
COMMISSIONER OF PLANNING  
AND DEVELOPMENT

22-0659-12/99-PL  
#17994  
2/7/2022

***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

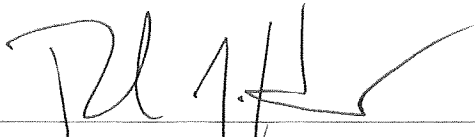
Date



Aileen Rohr, Supervisor, Town of Hyde Park

5/31/18

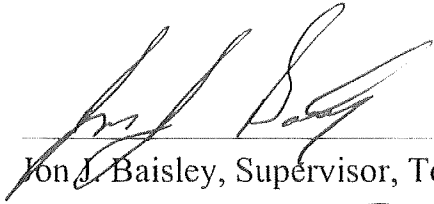
Date



Paul Hansut, Supervisor, Town of Lloyd

5-31-18

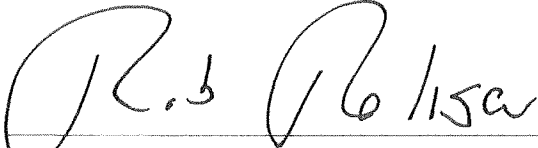
Date



Jon J. Baisley, Supervisor, Town of Poughkeepsie

5-31-18

Date



Robert G. Rolison, Mayor, City of Poughkeepsie

5-31-18

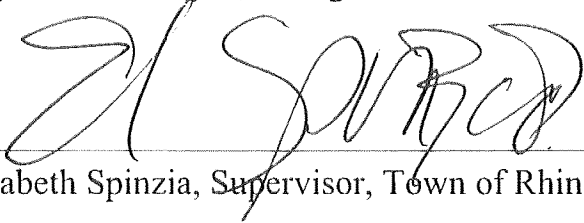
Date



Gary Bassett, Mayor, Village of Rhinebeck

5/31/18

Date



Elizabeth Spinzia, Supervisor, Town of Rhinebeck

5/31/18

Date



