

Moodna Creek Watershed Intermunicipal Council

Memorandum of Agreement

This Memorandum of Agreement is entered into as of this 22nd day of Oct., 2010 by and between the following undersigned participants (hereinafter referred to as “Party”, or collectively, as the “Parties”):

The Orange County Water Authority (hereinafter “OCWA”), a public benefit corporation, with principal offices at 99 Main Street, Goshen, NY 10924;
 The Town of Blooming Grove, with principal offices at 6 Horton Road, Blooming Grove, NY 10914;
 The Town of Chester, with principal offices at 1786 Kings Highway, Chester, NY 10918-3013;
 The Town of Cornwall, with principal offices at 183 Main Street, Cornwall, NY 12518;
 The Town of Goshen, with principal offices at 41 Webster Avenue, Goshen, NY 10924;
 The Town of Hamptonburgh, with principal offices at 18 Bull Road, Campbell Hall, NY 10916;
 The Town of Monroe, with principal offices at 11 Stage Road, Monroe, NY 10950;
 The Town of Montgomery, with principal offices at 110 Bracken Road, Montgomery, NY 12549;
 The Town of New Windsor, with principal offices at 555 Union Avenue, New Windsor, NY 12553;
 The Town of Warwick, with principal offices at 132 Kings Highway, Warwick, NY 10990;
 The Town of Woodbury, with principal offices at 511 Route 32, Highland Mills, NY 10930;
 The Village of Chester, with principal offices at 47 Main Street, Chester, NY 10918;
 The Village of South Blooming Grove, with principal offices at 811 State Route 208, Blooming Grove, NY 10914;
 The Village of Washingtonville, with principal offices at 29 West Main Street, Washingtonville, NY 10992-1412; and
 The Village of Woodbury, with principal offices at 455 Route 32, Highland Mills, NY 10930;

WHEREAS, the Moodna Creek Watershed (hereinafter “Watershed”) is contained entirely in Orange County and covers approximately 180 square miles, including all or part of the following twenty-two municipalities (hereinafter collectively referred to as “Municipalities”): Towns of Blooming Grove, Chester, Cornwall, Goshen, Hamptonburgh, Highlands, Monroe, Montgomery, New Windsor, Newburgh, Tuxedo, Warwick, Woodbury; and the Villages of Chester, Cornwall-on-Hudson, Goshen, Maybrook, Monroe, Montgomery, South Blooming Grove, Washingtonville, and Woodbury; and

WHEREAS, the Moodna Creek (hereinafter “Creek”) is an important tributary to the Hudson River and is designated by New York State as “irreplaceable” Significant Coastal Fish and Wildlife Habitat; and

WHEREAS, maintaining and enhancing water quality and ecological health in and along the Creek and its tributaries, which are part of the Hudson River drainage basin, is essential to the economic well-being, the environmental and public health, and the quality of life for local communities in the Watershed; and

WHEREAS, the undersigned Parties wish to explore mutually beneficial ways of sharing information and resources to improve their relationship with the Creek and the Watershed, as well as improve the health, ecology, economic and recreation potential of the Creek itself; and

WHEREAS, the Municipalities realize that the Creek, as a tributary of the Hudson River, links their communities and that, therefore, land use decisions made by any municipality in the Watershed can affect downstream municipalities as well as the habitat for the Creek's flora and fauna; and

WHEREAS, the OCWA has been working with the Municipalities, community groups, environmental organizations, educational institutions, interested individuals and many other stakeholders for nearly three years to create a management plan for the Creek; and

WHEREAS, in 2010, the Moodna Creek Watershed Conservation and Management Plan was completed by OCWA, with partial funding from the NYS Department of Environmental Conservation Hudson River Estuary Program, and such Plan identifies threats to the Watershed as well as recommendations to protect and restore the water and habitat quality of the Watershed; and

WHEREAS, the Municipalities are encountering common issues relating to the Watershed, as identified in the Moodna Creek Watershed Conservation and Management Plan, such as:

- Flooding resulting from a number of causes including: hydraulic constrictions such as bridges, dams, culverts, and other features that impede the flow of water; development, clearing and increased impervious surface cover in upstream areas; filling of floodplains; increased storm surges related to climate change; sedimentation of streambeds; and other causes
- Stormwater management in new developments
- Cumulative impacts of development on stream flow
- Impacts of land clearing/clear cutting and increase in impervious surfaces
- Impacts of wastewater infrastructure on surface water quality

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 the Creek and the Watershed; and
2. A more efficient and cost-effective coordinated approach to implementing current and future watershed projects pertaining thereto; and

WHEREAS, cooperation pursuant to this Memorandum of Agreement shall not be construed so as to interfere with or diminish the 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 Creek and the Watershed; and

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


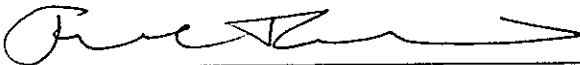
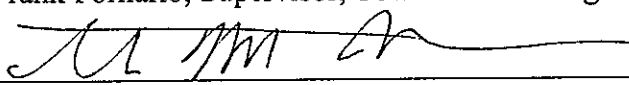
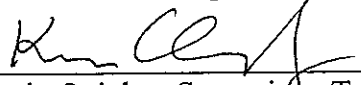
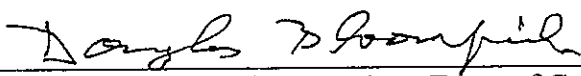
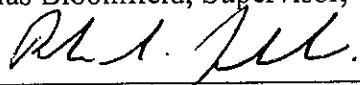
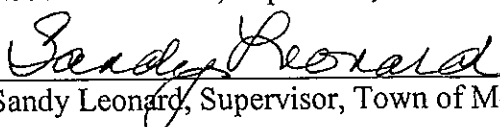
1. The undersigned Parties hereby form and establish the Moodna Creek Watershed Intermunicipal Council (hereinafter the "Council"), to be comprised of: one representative and one alternate from each undersigned Party; and other entities or individuals that qualify for membership, as determined by the 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. Utilize each undersigned Parties' ability to address issues pertaining to the Creek and its Watershed;
 - c. Creating an avenue for intermunicipal dialogue for addressing water quality and water quantity issues;
 - d. Consider implementing the Moodna Creek Watershed Conservation and Management Plan;
 - e. Developing educational programs on watershed planning, flooding, pollution prevention, stormwater management, biological resources and other best management practices for individuals and municipalities;
 - f. Coordinating other organizational efforts in each municipality that impact or benefit the resources of the Moodna Watershed; and
 - g. Benefitting watershed Municipalities, individually and collectively, by integrating protection of watershed resources with economic and social policies.
3. The Council may develop and adopt bylaws that describe how the Council will function, including information on voting procedures, regular meetings, subcommittees, strategic plans, and other basic operating principles of the Council.
4. Each undersigned Party may, at its discretion and from time to time, change its representative or alternate to the Council.
5. Each participating municipality shall at least once a year present to its respective municipality a report on the progress made in achieving the Council's goals envisioned hereunder.
6. The Council may establish subcommittees including members and nonmembers, as needed, to obtain public input and participation from nonmembers in ongoing activities.
7. 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.
8. This 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 Creek, 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.

9. 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.
10. This Agreement is not meant to supersede any federal, state or local law or regulation governing the issues addressed herein nor is it meant to supersede the authority of any municipal agency that has jurisdiction over such issues.
11. 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.
12. This Council shall be considered formally constituted upon execution of this Memorandum of Agreement by any number of Municipalities that, when their individual acreages of land within the Watershed are combined, comprise more than 50% of the overall acreage in the Watershed. Upon the formal constitution of such Council, any Party which has not already executed this Agreement, may execute this Agreement at any time thereafter.

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

Signatures:

	<u>10/22/10</u>
David Church, Executive Director, Orange County Water Authority	Date
	<u>10/22/10</u>
Frank Fornario, Supervisor, Town of Blooming Grove	Date
	<u>10/22/10</u>
Steve Neuhaus, Supervisor, Town of Chester	Date
	<u>10/22/2010</u>
Kevin Quigley, Supervisor, Town of Cornwall	Date
	<u>10/22/2010</u>
Douglas Bloomfield, Supervisor, Town of Goshen	Date
	<u>Oct. 20, 2010</u>
Robert Jankowski, Supervisor, Town of Hamptonburgh	Date
	<u>Oct. 19, 2010</u>
Sandy Leonard, Supervisor, Town of Monroe	Date

Michael K Hayes

Michael Hayes, Supervisor, Town of Montgomery

Date

George A. Green

George Green, Supervisor, Town of New Windsor

10/21/10

Date

Michael Sweeton
Michael Sweeton, Supervisor, Town of Warwick

10/22/10

Date

John R. Burke

John Burke, Supervisor, Town of Woodbury

Date

Philip Valastro

Philip Valastro, Mayor, Village of Chester

10/21/10

Date

Robert Jeroloman

Robert Jeroloman, Mayor, Village of South Blooming Grove

10/22/10.

Date

Thomas DeVinko

Thomas DeVinko, Mayor, Village of Washingtonville

10/22/10

Date

Michael Queenan

Michael Queenan, Mayor, Village of Woodbury

10-22-10

Date

Brendan G. Coyne

Brendan Coyne, Mayor, Village of Cornwall-on-Hudson

4/29/13

Date