

***Memorandum of Agreement  
with respect to the  
Fall Kill Watershed***

**WHEREAS**, the Fall Kill Watershed (hereinafter “Watershed”) is contained entirely in Dutchess County and covers approximately 12,475 acres, spanning the following five municipalities: the City of Poughkeepsie, and the Towns of Clinton, Hyde Park, Pleasant Valley, and Poughkeepsie; and

**WHEREAS**, maintaining and enhancing water quality and ecological health in and along the Fall Kill Creek (hereinafter “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 the local governments, residents and visitors of the Fall Kill watershed; and

**WHEREAS**, the Creek is an important tributary to the Hudson River which provides important habitat for many species of fish and wildlife, as well as potential recreational opportunities; and

**WHEREAS**, residents in the Watershed rely on water directly from the Hudson River and on private wells for drinking water; and

**WHEREAS**, the undersigned cooperating municipalities (hereinafter “Municipalities”) 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 impact downstream municipalities as well as the habitat for the Creek’s flora and fauna; and

**WHEREAS**, in 2006 a Watershed Management Plan for the Fall Kill was developed by Patrick Bean and Thomas R. Lynch from the Department of Environmental Science and Policy, Marist College and David Burns of the Dutchess County Environmental Management Council, with funding from the NYS Department of Environmental Conservation Hudson River Estuary Program, which 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 and identified in the Fall Kill Management Plan such as:

- flooding;
- storm water management;
- improving water quality;
- educating the general public and policy makers about watershed issues
- increasing public access/recreational opportunities; and
- improving aesthetics and restoring native vegetation.

**WHEREAS**, The Fall Kill Watershed Committee (hereinafter the Committee) is a coalition of community groups, educational institutions, businesses, local governmental officials, environmental groups and interested community individuals living and working in the Fall Kill watershed, formed in 2002 to promote the protection and revitalization of the historic Fall Kill Creek and its surrounding watershed.

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

- a. enhanced opportunities when applying for grants to fund mutually beneficial projects in respect of the Creek and the Watershed; and
- b. a more efficient and cost-effective coordinated approach to implementing current and future projects pertaining thereto.

**WHEREAS**, the Municipalities wish to formally affirm their continuing partnership 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 Municipalities hereby agree as follows:

1. The Municipalities hereby form and establish the Fall Kill Watershed Intermunicipal Council (hereinafter the “Council”), to be comprised of one representative and one alternate from each Municipality. The administrative functions of the Council shall be supplied by the Committee, which shall designate one representative and one alternate to attend and support all meetings of the Council.

2. The Council will work with the Committee 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 the Creek and the Watershed;
- b. supporting the current Fall Kill Watershed Management Plan and suggesting updates when needed;
- c. coordinating other organizational efforts in each of the individual municipalities to ensure their compatibility in the context of the Fall Kill watershed;
- d. addressing federal storm water mandates, including the joint implementation of new technologies such as Green Infrastructure Projects, and associated joint training opportunities; and
- e. developing educational programs on watershed planning, pollution prevention, and storm water management.

3. The Council may act as an interested party when development within the Watershed affects the Watershed corridor’s ability to function as necessary to prevent flooding and the degradation of water quality and water habitat.

4. Each Municipality may, at its discretion and from time to time, change its representative or alternate to the Council.

5. The Council shall meet at least twice a year. Meetings will be hosted and chaired on a rotating basis by each Municipality.

6. The Council shall at least once a year present to the Municipalities a report on the progress made in achieving the projects envisioned hereunder.

7. The Council may establish subcommittees including nonmembers, as needed, to obtain public input and participation from nonmembers in ongoing activities.

8. Any Municipality may terminate its participation in the Council and this Agreement at any time by notifying all other Municipalities in writing of the determination, reasons for the termination, and the effective date thereof. Withdrawal from the Council and this Agreement by one Municipality shall not operate to terminate the Agreement, which shall continue in full force and effect with respect to all other Municipalities and the Committee.

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 Agreement does not require the payment of any funds by any Municipality, nor does it commit any Municipality to take any specific action with respect to the Creek, the Watershed or the participating Municipality.

11. Each Municipality hereby represents to the others that the municipal official executing this Agreement on behalf of the Municipality has been authorized to do so by a duly adopted resolution of the Town Board.

12. The Committee hereby represents to the Municipalities that the individual executing this Agreement on behalf of the Committee has been authorized to do so by the Committee.

**Town of Clinton**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Town of Hyde Park**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Town of Poughkeepsie**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Poughkeepsie**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Fall Kill Watershed Committee**

Name: \_\_\_\_\_

Title: \_\_\_\_\_