

**Municipal Cooperation Agreement For Creation of
The Coalition of Watershed Towns**

This Municipal Cooperation Agreement ("Agreement") is entered into as of the 7th day of JUNE, 1999 by and among the Towns and Villages, within the West of Hudson Watershed of the City of New York whose authorized representatives have executed this Agreement (the "Members"). The Members intend this Agreement to amend and supersede the prior Coalition of Watershed Towns Charter dated April 1991.

Recitals

WHEREAS, the Members are municipalities located wholly or partially within that portion of the New York City Watershed that lies west of the Hudson River (the "Watershed"); and

WHEREAS, the Members are affected by the New York City Watershed Rules and Regulations, the New York City Land Acquisition Program and other regulations and programs which may be proposed in the Watershed; and

WHEREAS, the Members are signatories to the 1997 New York City Watershed Memorandum of Agreement ("MOA"), which created legally enforceable commitments on issues related to New York City's Watershed protection program, including the Watershed Rules and Regulations, the Land Acquisition Program, and the Watershed Partnership and Protection Programs; and

WHEREAS, since 1991 the Coalition of Watershed Towns has been an effective collective voice of the Watershed communities which resulted in the MOA and assured the provision of mitigation for the impacts of New York City's Watershed regulations; and

WHEREAS, the Members have agreed via the MOA to cooperate in the development and implementation of the Watershed protection program to maintain and enhance the quality of the New York City drinking water supply system and the economic vitality and social character of the Watershed communities; and

WHEREAS, implementation of the MOA, including future reviews of the Watershed regulations, land acquisition program and partnership programs will require the participation of the Watershed communities to protect their collective interests; and

WHEREAS, each Member municipality has the independent power to provide, perform or exercise separately all of the functions or powers set forth in this Agreement; and

WHEREAS, the Members, desiring to reduce their transactional costs and desiring to ensure compliance with the spirit and letter of the MOA and to speak with one voice on Watershed issues, do hereby enter into this Agreement to maintain an organization to effectuate these goals.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. **Organization** - The Members hereby agree to join a cooperative organization to be known as the Coalition of Watershed Towns (the "Coalition"), with its principal office at Delhi, New York.
2. **Authority** - The Coalition is organized pursuant to New York General Municipal Law Article 5-G.
3. **Participation** - The Coalition shall be open to membership by any County, Town, or Village located partially or completely within the New York City Watershed that lies west of the Hudson River. Membership shall be authorized by resolution of a majority of the voting legislative body of each prospective member municipality.

4. Membership Contribution - Upon becoming a Member of the Coalition, each Town, Village and County shall execute a copy of this Agreement and agree to pay an initial fee of \$50.00. The initial fee shall be paid by June 1, 2000.

5. Executive Committee

(a) There shall be an Executive Committee consisting of representatives from each County in the Watershed. There shall be nine (9) members of the Executive Committee comprised of the following: three (3) representatives from Delaware County; two (2) representatives from Greene County; two (2) representatives from Ulster County; one (1) representative from Schoharie County, and; one (1) representative from Sullivan County.

(b) There shall also be alternate Executive Committee representatives of the same number as a County's regular Executive Committee representatives. Alternates may attend all Executive Committee meetings, participate in discussions and receive all Executive Committee materials but may not vote on any Executive Committee matter unless the regular representative is absent.

6. Election of Executive Committee -

(a) The Members and Alternates of the Executive Committee shall be elected by a majority vote of the Towns and Villages in each County that are Members of the Coalition and shall serve for a term of two (2) years. The vote of each member Town and Village shall be made by a majority vote of each respective Town or Village Board.

(i) Executive Committee terms will be staggered, therefore the initial terms of the Executive Committee members and alternates elected under this Agreement shall be as follows:

Delaware County - two (2) members shall serve a two (2) year term and one (1) member shall serve a one (1) year term.

Greene County - one (1) member shall serve a two (2) year term and one (1) member shall serve a two (2) year term.

Schoharie County - two (2) year term.

Sullivan County - one (year) term.

Ulster County - one (1) member shall serve a two (2) year term and one (1) member shall serve a two (2) year term.

(ii) All subsequent terms for Executive Committee members and alternates shall be two (2) years.

(b) Eligible Executive Committee members and alternates must be publicly elected officials who reside in a member Town or Village. If an Executive Committee member or alternate ceases serving as a publicly elected official before his/her term on the Executive Committee expires, that person may continue to serve on the Executive Committee until the expiration of his/her term.

(c) Notwithstanding the initial election held under this Agreement, elections shall be held every year on or about June 1st. Nomination forms shall be distributed to the members at least 60 days prior to the election. Nominations shall be returned within 15 days of mailing. County specific ballots will be sent to members on or about May 1st, to be returned by June 1st to be counted.

(d) Executive Committee members and alternates shall serve until a replacement is duly elected. If an Executive Committee member resigns prior to the expiration of his/her term, the alternate representative shall assume the seat for the remainder of the term.

(e) If an Executive Committee member misses three consecutive Executive Committee meetings, the Executive Committee may, by a three-quarters vote, declare the seat vacant and seat an alternate in that place.

7. Executive Committee Quorum and Voting

(a) A quorum shall consist of five (5) members of the Executive Committee, including Alternates serving for absent members.

(b) Unless otherwise specified herein, a majority vote of five (5) members of the Executive Committee is required to transact any business of the Executive Committee.

8. Powers and Authority of Executive Committee

The Executive Committee shall have the authority to do the following:

- a. Adopt such by-laws or rules necessary for its operation including, but not limited to, the election of officers and the establishment of appropriate sub-committees.
- b. Employ appropriate personnel it deems necessary to achieve the goals of the Coalition.
- c. Retain professional assistance, including, but not limited to, attorneys, engineers and planners, to the extent it deems necessary to achieve the goals of the Coalition.
- d. Develop legal and negotiating strategies for the Coalition.
- e. Coordinate the activities of the Members in compiling the information required to effectively participate in the implementation of the MOA and its components, and other issues affecting the Watershed.
- f. Appoint the fiscal officer of one of the Members to retain custody of the funds collected by the Coalition which are available for expenditure for the Coalition. The Executive Committee shall authorize the fiscal officer to make payments on audit of the auditing official or body of the Member municipality of which he/she is the fiscal officer.
- g. Solicit and accept contributions, gifts, grants, or bequests from individuals and organizations, other than Coalition members interested in furthering the Coalition's goals (the "Contributors"). The Executive Committee may receive suggestions and comments from the Contributors, however, Contributors may not vote for representatives on the Executive Committee or otherwise direct the actions of the Coalition.
- h. Publish a newsletter, distributed to the Members, informing them of the Coalition's current activities and planned activities, updates of the MOA implementation and other issues affecting the Watershed.
- i. Coordinate activities of the Coalition requiring the vote of the Members. The Coalition may not enter into any binding agreements, other than those necessary to conduct its business, without a majority vote of the Members.
- j. Represent the Coalition at public meetings and hearings regarding issues relevant to the goals of the Coalition.
- k. To hold such meetings of the Members of the Coalition at such times as the Executive Committee deems necessary, but no less than once per year.
- l. Exercise any of the authority granted the Coalition in the MOA.
- m. The Executive Committee may not incur any expense, debt or obligation in excess of its funds then currently available or in excess of funds receivable from Coalition members without first increasing the assessments of the Coalition members or securing additional funding.

9. Scope of Activities - The Members hereby agree to undertake certain activities which include, but are not limited to the following:

- a. Committees - The Coalition may participate, to the extent deemed appropriate by the Executive Committee, in the formation of various committees established by the Watershed Protection and Partnership Council for the facilitation and oversight of activities undertaken as a result of the MOA, and other activities affecting the Watershed.
- b. Gathering Information - The Members of the Coalition may work together to compile an independent data base on the activities being implemented in accordance with the programs encompassed by the MOA. The Coalition will serve as a clearinghouse for information on the Watershed programs and assist its Members with guidance on the programs' implementation.
- c. Administrative Assistance - The Coalition may assist its Members in administrative compliance with the programs implemented under the MOA. At a Member's request and upon authorization by the Executive Committee, the Coalition may intervene on behalf of the Member before any administrative agency, or any litigation pertaining to matters under the MOA or other watershed related issues.
- d. Other Activities - The Coalition may engage in any other activities that the Executive Committee shall deem necessary to further the Coalition's goals within its authority under this Agreement and the General Municipal Law.

10. Management of Funds

The Coalition will manage the membership contributions and other funds of the Coalition as follows:

- a. Funds collected pursuant to this Agreement may be co-mingled in a non-interest or interest bearing account in the name of the designated fiscal officer. The authority to invest Coalition funds shall be with the designated fiscal officer who shall in instruments and obligations in which all Members are authorized to invest. The fiscal officer shall administer the funds on behalf of the Coalition and shall make a monthly accounting to the Executive Committee, which will in turn make a quarterly accounting to the Members, of payments to, expenditures from and sums remaining in the fund.
- b. The designated fiscal officer shall be responsible for making required annual financial reports in accordance with New York General Municipal Law Article 3.
- c. The designated fiscal officer or the Executive Committee shall not be liable to any of the Members because of any payment made from the fund in accordance with the terms of this paragraph or for the commission or omission of any act, either performed or not performed in connection with the administration of the fund, other than for loss or liability for gross or willful negligence.

11. Additional Contributions - Further contributions by Members shall be established by an assessment to be determined by a three-quarter vote of the Executive Committee. Any monies remaining upon conclusion of the Coalition's activities or termination of this Agreement, whichever comes first, will be returned to the participating Members in proportion of their contributions.

12. Open Meetings - All meetings of the Coalition and the Executive Committee shall be governed by the New York State Open Meetings Law.

13. Legal Rights of Members - No legal action taken by the Coalition shall be legally binding upon, or limit in any way the legal rights of the individual members.

14. Disputes - Disputes or disagreements between Members of the Coalition shall be resolved by a majority vote of the Executive Committee.

15. Amendments - This Cooperative Agreement may be amended from time to time only upon a writing signed by each of the existing Members.


16. Termination of Agreement by the Executive Committee - The Executive Committee may, by a majority vote of its members, terminate this Agreement and disband the Coalition.

17. Termination of Membership from the Coalition - A Member of the Coalition may withdraw from the Coalition upon 30 days written notice to the Executive Committee of its intent to withdraw. The Member shall be responsible for its apportioned share of all expenses incurred by the Executive Committee as of the date of withdrawal. The remaining Members in the Coalition shall remain responsible for the withdrawn Member's share of fees and costs incurred after the effective date of the withdrawal. The Executive Committee, by a three-quarter vote, may terminate a Member's membership in the Coalition, for good cause shown, upon the same terms as noted above. The member withdrawing from the Coalition will be entitled to a rebate of any fees contributed that remain as of the effective date of the termination.

18. Applicable Law - The law of the State of New York shall govern the validity, interpretation, construction and performance of this Agreement.

Agreed to and accepted by:

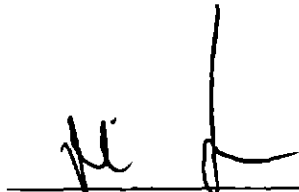
THE VILLAGE OF TANNERSVILLE



Lee McGunnigle, Mayor



William Reich, Trustee



Mark Rubinger, Trustee

Coalition of
Water-Served
Towns