

MEMORANDUM OF UNDERSTANDING FOR INTERMUNICIPAL COLLABORATION TO
PROMOTE SUSTAINABLE WATER AND WASTEWATER SYSTEMS

The municipalities of City of Beacon, Town of East Fishkill, Town of Fishkill, Village of Fishkill, Town of Wappingers, and Village of Wappingers Falls together hereinafter referred to as “the **Participants**” support increasing the sustainability of drinking water and wastewater systems regionally to ensure the protection of public health, water quality, and communities. To ensure that systems have a strong foundation to address challenges of today and the future, the **Participants** are committed to work together to help these systems face the challenges of aquifer protection, reservoir protection, well protection, aging infrastructure, regulatory requirements, costs and long-term planning.

In recognizing that the City of Beacon, Town of East Fishkill, Town of Fishkill, Village of Fishkill, Town of Wappingers, Village of Wappingers Falls share borders and close historical, cultural, and economic ties. The **Participants** also seek to expand the current level of economic and investment opportunities.

The **Participants** agree as follows:

ARTICLE I

Objective

The purpose of this Memorandum of Understanding (hereinafter “MOU”) is to establish a formal and flexible framework between the **Participants** to foster scientific, capital, human resource, and technological collaboration for water and sewer services, strengthen communication, enhance trust and boost economic development. In doing so, the **Participants** share the following common objectives:

- a) To engage in mutually beneficial research, regulator, trade, investment and innovation activities related to water and wastewater systems;
- b) To encourage innovation, development in new and existing systems by fostering joint R&D, enhancing Intermunicipal business relationships, and facilitating collaboration among the **Participants**
- c) To ensure adequate capacity, inflow, infiltration, and treatment methodology and address emergency preparedness for backup services; and
- d) To cooperate to develop an Intermunicipal framework with which to attract inbound investment to our communities.

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ARTICLE II

Areas of Cooperation

The **Participants** intend to strengthen and facilitate trade and investment cooperation through initiatives focused particularly on, but not limited to, the following goals:

- a) Sustainable infrastructure investment. Again, what does sustainability mean.
- b) Hydrogeological analysis of existing and potential opportunities and threats to existing and potential water sources.
- c) Environmental Protection and Other Technologies.
- d) Mutually beneficial trade practices for the sale of water and wastewater services.
- e) Advancement of long range planning practices for water and sewer services, quality and capacity.
- f) Public education of and about water and sewer services
- g) Pursuit of other opportunities for collaboration and efficiencies
- h) Risk assessment and emergency mitigation.

ARTICLE III

Working Group

The **Participants** respectively designate a joint committee comprised of one representative of each municipality (Working Group) to oversee the implementation of the objectives of this MOU. The Working Group shall meet on a regular, periodic basis and at least twice annually. The Participant designees, through consultation, shall mutually decide upon the time and place of each meeting. Other government agencies, chambers of commerce, business associations and/or interested parties may be invited to participate in the Working Group and/or other initiatives undertaken pursuant to this MOU. **Participants** agree to alternate the chairmanship of any Board or Committee formed, rotating on a yearly basis.

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ARTICLE IV

Specific Activities

1. Sustainability of Community Water and Wastewater Systems

Sustainable water and wastewater systems are critical to ensuring the sustainability of developed communities. Emphasis on promoting asset management planning, water and energy efficiency practices, and other sustainable utility management practices are important to ensuring long-term technical, managerial and financial capacity.

The **Participants** will work together on the following activities:

- a. Encourage system-wide planning that takes into consideration sustainability goals, including asset management and the evaluation of green solutions such as green infrastructure, water reuse strategies, energy management and water conservation, to help ensure that projects and communities are sustainable.
- b. Share and distribute resources, tools and trainings that promote long-term sustainability.
- c. Provide training and information to encourage the adoption and adaptation of effective utility management strategies as funding allows.
- d. Coordinate Zoning ordinances to support aquifer protection districts and other initiatives.

2. System Partnerships

To attain the necessary technical, managerial and financial capacity to provide clean and safe water, municipal water systems may need to develop partnerships with other systems. These partnerships can provide opportunities to collaborate on compliance solutions, operations and maintenance activities and share costs with other nearby systems, thereby enabling them to become financially sustainable and provide safe and affordable water to their communities. The **Participants** will work to:

- a. Develop a common understanding of system partnerships and coordinate effectively when interacting with communities, utilities, and other stakeholders.

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- b. Work with technical assistance providers to assist communities with system partnership options as well as identify funding opportunities available if collaboration is pursued.
 - c. Coordinate funding, where appropriate and possible, to further system partnership activities, such as shared infrastructure or establishing shared management.
 - d. Work together to further define barriers and refine approaches for encouraging system partnerships.
3. The Participants have decided that specific activities to achieve the objectives of this MOU may include:
- e. Conduct analysis of current assets and mapping of same;
 - f. Cross-referencing of inventories and condition assessment;
 - g. Impact and feasibility analysis;
 - h. Contingency planning;
 - i. Emergency hazard mitigation;
 - j. Fixed asset sharing analysis;
 - k. Coordination of Zoning ordinances to create aquifer protection districts;
 - l. Identification of grant funding

ARTICLE V

Availability of Personnel and Resources

This MOU once in effect upon signature, does not create any legally binding rights or obligations for any Participant. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel and other resources of each Participant.

The personnel designated by the **Participants** for the execution of this MOU shall work under the orders and responsibility of the organization or institution to which they belong, at all times maintaining their employment relationship with that organization or institution. Their work will not create an employer-employee relationship with any other organization or institution, so in

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no case shall that other organization or institution be considered as a substitute or joint employer of the designated personnel.

ARTICLE VI

Compliance with Applicable Laws (comments from County & State DOH, NYSDOS, etc.

Work to be performed includes:

- m. Legal Feasibility Analysis
- n. Grant funding opportunities and requirements
- o. County and state legal requirements

ARTICLE VII

Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this MOU shall be resolved through conciliation among the participants.

ARTICLE VIII

Final Provisions

This MOU shall become effective upon its signature, and shall remain in effect for an indefinite duration, subject to the provisions below. This MOU may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

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Any of the **Participants** may at any time, withdraw from this MOU by providing a written notice to the other Participant thirty (30) days in advance.

The termination of this MOU shall not affect the conclusion of the cooperation activities that may have been formalized during the time this MOU is in effect, unless the **Participants** mutually decide otherwise.

City of Beacon

Town of East Fishkill

Town of Fishkill

Village of Fishkill

Town of Wappinger

Village of Wappingers Falls