

**MEMORANDUM OF AGREEMENT**  
**With**  
**THE CAYUGA LAKE WATERSHED INTERMUNICIPAL ORGANIZATION**

**THIS MEMORANDUM OF AGREEMENT** (Agreement or MOA), effective as of January 1, \_\_\_\_\_ by and between the Town/Village/City/County/Indigenous Nation of \_\_\_\_\_ to be a “Participating Member Entity” in the Cayuga Lake Watershed Intermunicipal Organization (CWIO).

WITNESSETH THAT:

**WHEREAS**, pursuant to Article 5-G Section 119-o of the General Municipal Law of the State of New York, municipalities have the authority to enter into contracts and intermunicipal agreements and jointly perform services regarding subjects each separately has the power to perform, which are necessary to carry out for the benefit of the municipality; and

**WHEREAS**, a Participating Member Entity finds that promoting watershed protections and stewardship of the Cayuga Lake watershed resources is in the public interest and for the common benefit of all within the watershed; and

**WHEREAS**, Cayuga Lake and its surrounding ~860 square mile watershed provides numerous benefits to the region including drinking water for approximately 120,000 people, varied recreational opportunities, scenic beauty, natural capital, and ecological significance; and

**WHEREAS**, as of 2021, the CWIO includes many local governments as depicted by the boundaries of the appended map; and

**WHEREAS**, the purpose of the CWIO is to bring the local governments within the entire Cayuga Lake watershed together to work collectively and collaboratively on monitoring, protecting, and restoring the health of the watershed; and

**WHEREAS**, Participating Member Entities desire to continue the cooperative agreement that formed the CWIO in 1999; and

**WHEREAS**, Participating Member Entities will work together cooperatively in the decision-making process and share the leadership and ownership in implementing the Cayuga Lake Watershed Restoration and Protection Plan (RPP) or other plans endorsed or adopted by NYS or the watershed counties to protect the water quality of the Cayuga Lake watershed; and

**WHEREAS**, Participating Member Entities recognize that an intermunicipal organization can best facilitate partnerships across political boundaries to promote the ecological vitality of the Cayuga Lake watershed, and that it is to their mutual advantage and benefit to develop and implement cooperative restoration and protection efforts in general throughout the watershed and promote a regional alliance among governments and county programs; and

**WHEREAS**, Participating Member Entities recognize the value and efficiency of using common resources effectively.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties to this Agreement do hereby agree as follows:

1. The Cayuga Lake Watershed Intermunicipal Organization (CWIO) is an official intermunicipal entity recognized by New York State and created by the local governments in the watershed in 1999 to implement a watershed management plan, now called the Cayuga Lake Restoration and Protection Plan (RPP), its mission, goals, and objectives. The implementation of the RPP conveys various benefits to Cayuga Lake and its watershed. Sustainable watershed management includes local involvement in planning and management of the natural resources and is a shared responsibility of all governments. The Participating Member Entities will work together cooperatively in the decision-making and share the leadership of the CWIO.
2. This intermunicipal Memorandum of Agreement is voluntary and will not be construed as to interfere with or diminish any governmental powers, authority, or regulatory authority of any of the Participating Member Entities.
3. A Participating Member Entity, having paid its CWIO annual dues is considered a Voting Member and appoints its own representative, and if it chooses, an alternate representative to the CWIO.
4. As required by the bylaws, the CWIO representatives will approve a budget each year and the Participating Member Entity will pay their dues annually based on the fair share funding formula adopted by the CWIO. The CWIO will send a copy of the budget and funding formula and calculations to each Participating Member Entity annually.
5. The 5-year term of this Agreement shall commence January 1, [REDACTED] and terminate December 31, [REDACTED]. This Agreement shall be automatically renewed for an additional five-year term, unless either party notifies the other party of its intent not to renew within 90 days of the expiration of any term or renewal term.
6. This Agreement authorizes the CWIO to enter into contracts within the limits of, and subject to, the appropriations provided by the Participating Member Entity and other funding sources.
7. The CWIO shall indemnify, defend, and hold harmless the Participating Member Entity named in this Agreement, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the CWIO or its staff.
8. The Participating Member Entity named in this Agreement shall each indemnify, defend, and hold harmless the CWIO, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of each Participating Member Entity's proportionate negligent acts or omissions. This obligation is several and not joint.
9. Any staff hired by the CWIO will be hired with no discrimination by reason of race, creed, color, sex, sexual orientation, age, physical disability, or national origin.
10. The CWIO membership will ensure CWIO staff are overseen. Duties of staff may include but not be limited to: partnering and networking between municipal entities within the watershed to help implement watershed plans, give input into water quality research on the lake and streams, provide assistance to the municipalities on water quality and flood control projects, investigate sources of

pollution and develop management strategies to solve those sources of pollution in partnership with other relevant agencies, apply for and administer grants to benefit the watershed or assist Participating Member Entities in grant application, coordinate educational outreach, assist with legislative actions, and act as a spokesperson for CWIO.

11. Any party to this Agreement may terminate its participation with the CWIO at any time but must do so upon giving written notice to the CWIO that such party will terminate its participation in the CWIO, the reasons for the termination and the effective date of such termination, such written notices to be given at least 90 days prior to the date such termination shall take effect. No refunds will be provided to any party that terminates its participation for that year. Withdrawal from the Agreement by one party shall not affect the agreements with other Participating Member Entities in the Agreement.

12. If any term or provision of this Agreement or the application thereof shall, to any extent, be invalidated or unenforceable, the remainder of this Agreement or the application of such term or provision, other than those to which it is held invalid or unenforceable, shall be unaffected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. If the CWIO should cease to exist, the funds still available will be returned to the parties to this Agreement under the same formula as originally gained after existing obligations are met.

14. This Agreement supersedes any other previous agreements between the municipality and the CWIO.

IN WITNESS WHEREOF, the following Participating Member Entity through their chief elected officials have executed this Agreement:

Participating Member Entity  
(County/City/Town/Village/Indigenous Nation)  
of:

Date: \_\_\_\_\_

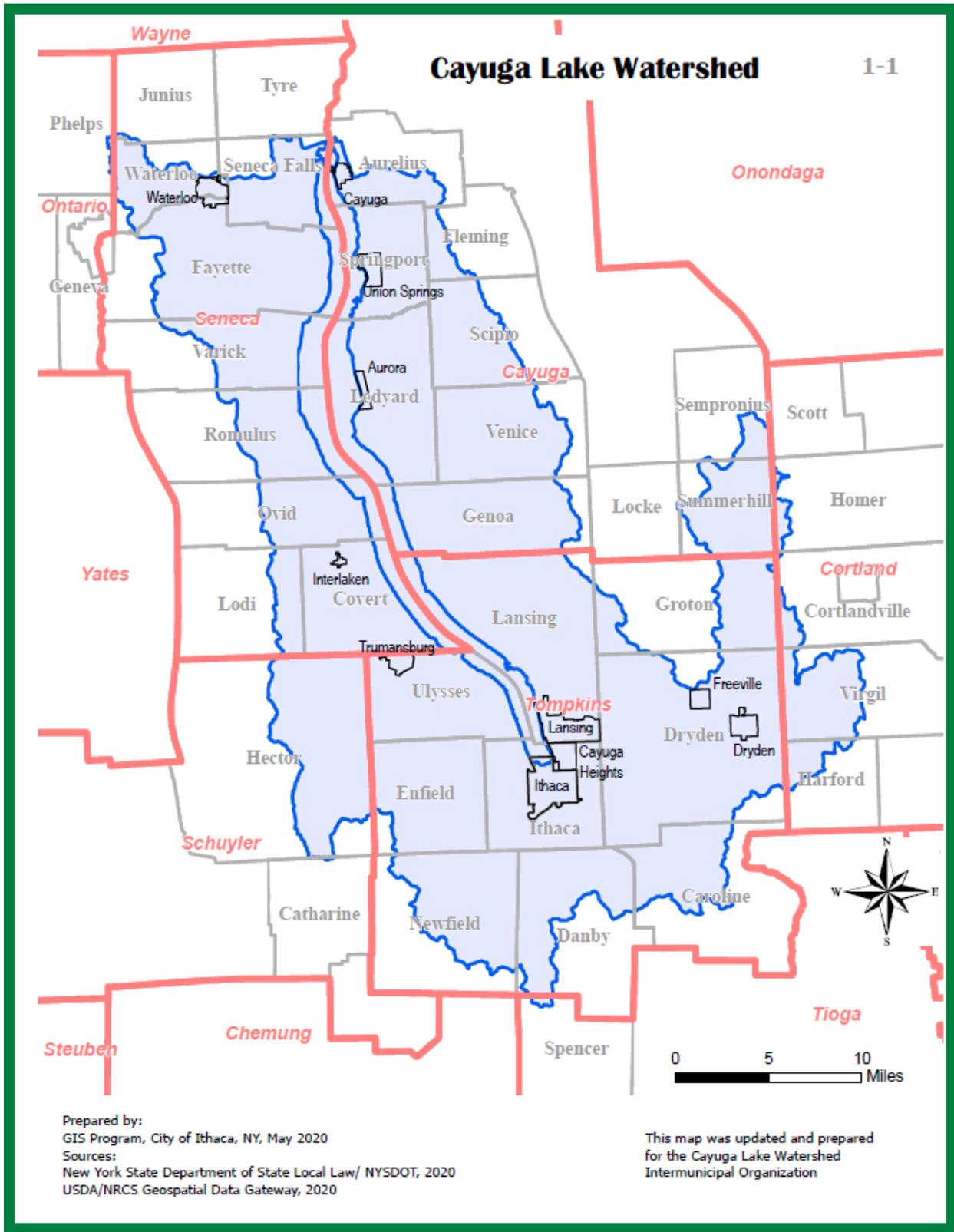
\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title



Adopted by CWIO 8/25/2021

**See Bylaws for the Cayuga Lake Watershed Intermunicipal Organization at  
<http://www.cayugawatershed.org/about.html>**