

**FIRST AMENDMENT TO THE  
INTERMUNICIPAL AGREEMENT  
REGARDING THE SALE OF WATER  
BETWEEN THE VILLAGE AND TOWN OF  
NEW PALTZ**

This First Amendment to the Intermunicipal Agreement regarding the Sale of Water between the Village and Town of New Paltz dated as of this \_\_\_day of September, 2016 ("the First Amendment") by and between the Village (the "Village") of New Paltz, a municipal corporation with offices located at 25 Plattekill Avenue, New Paltz, New York, and the Town of New Paltz (the "Town") a political subdivision of the State of New York, with offices at the Town Hall, 1 Clearwater Road, New Paltz, New York, (collectively, "the Parties").

**RECITALS**

WHEREAS, on or about the 4th day of May, 2015, the Parties hereto entered into an Intermunicipal Agreement entitled "Intermunicipal Agreement Regarding the Sale of Water between the Village and Town of New Paltz" (the "IMA"); and

WHEREAS, after due consideration the Parties have further agreed to make amendments to certain provisions of said IMA for their mutual benefit; and

WHEREAS, the Parties, after negotiating in good faith, have agreed to enter into this First Amendment to the IMA to extend the length of the term of that agreement as was specifically set forth in paragraph 11 of said IMA as heretofore executed; and

WHEREAS, the IMA includes a covenant and agreement that the City of New York, ("NYC") acting by and through the City of New York Department of Environmental Protection ("DEP"), is a third-party beneficiary of said IMA and that the IMA cannot be amended by the Parties without the prior written consent of NYC,

and such consent having been obtained by its acknowledgement of this agreement; and

WHEREAS, at a regular meeting of the Village Board of the Village of New Paltz, held the \_\_\_\_day of September 2016, and at a regular meeting of the Town Board of the Town of New Paltz held the \_\_\_\_day of September, 2016, the Parties each approved the terms set forth herein by an appropriate and binding Resolution and authorized each of their respective Chief Executive Officers to sign this Agreement and to be bound thereby,

NOW, THEREFORE, it is agreed between the Parties;

1. If the water wells and delivery systems that are referenced in paragraph 1 of the IMA (the "Town Water Systems") are in fact established, the Parties agree that the provisions of paragraph 11 of the IMA is hereby amended to read as follows:

“11. The term of this Agreement shall be FORTY (40) YEARS from the date of signing and acknowledgment by the Parties and acknowledgement by DEP. This Agreement shall renew for an additional FORTY (40) YEARS unless either party, by legislative action and with appropriate notification as required under paragraph 13, below, notifies the other party, (and NYC as third party beneficiary), of its intention not to renew this Agreement. Such legislative action shall be taken, and notice shall be made by either party to the other, no earlier than three hundred sixty-five (365) days prior, nor later than one hundred eighty (180) days prior to the termination of the initial term of this Agreement. The Parties further agree that upon the expiration of the Agreement, the Town may use or dispose of any portion of the water capacity reserved to the Village hereunder by contracting with existing or new (third-party) end-users, provided however, that during the ten (10) years immediately following the expiration of said term, the Town shall first offer to supply water to the Village under the same terms and conditions as are offered by such new or existing end-users. The Village shall then have thirty (30) days during which to accept said offer, and if the Village does not accept said offer within said period, the Town shall be free to accept the new offer and enter into such agreement, which the Parties acknowledge may

affect the delivery capacity remaining and available to the Village under this ten-year right of first refusal.”

2. In all other respects the Parties hereto hereby re-acknowledge and reaffirm each and every other provision of the IMA heretofore executed between the Parties including all recital and notice provisions.

3. This instrument shall be executed in duplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the office of the Clerk of each party.

IN WITNESS WHEREOF,

The Village of New Paltz has caused its corporate seal to be affixed hereto and these presents to be signed by Timothy Rogers, its Mayor, duly authorized so to do, and to be attested to by the Village Clerk; and

The Town of New Paltz has caused its corporate seal to be affixed hereto and these presents to be signed by Neil Bettez, its Supervisor, duly authorized so to do, and to be attested to by the Town Clerk; both as of the day and year first above written.

Seal of the Village of New Paltz  
Attest:

Village of New Paltz

By: \_\_\_\_\_  
Timothy Rogers, Mayor

\_\_\_\_\_  
Alberta Shaw, Village Clerk,

Seal of the Town of New Paltz  
Attest:

Town of New Paltz

By: \_\_\_\_\_  
Neil Bettez, Town Supervisor

\_\_\_\_\_  
Rosanna Mazzaccari, Town Clerk

Acknowledged by:

New York City Department of Environmental Protection

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