

Memorandum of Agreement

with respect to the

Saw Mill River Watershed

WHEREAS, the undersigned cooperating municipalities wish to explore mutually beneficial ways of sharing information and resources to improve their relationship with the Saw Mill River (the “River”) and the Saw Mill River Watershed (the “Watershed”), as well as improve the health, ecology, economic and recreation potential of the River itself.

WHEREAS, the undersigned cooperating municipalities share a number of common goals, including flood prevention, storm water management, non-point source pollution remediation and prevention, sustainable land use and open space resource preservation.

WHEREAS, the undersigned cooperating municipalities realize that the River, as a tributary of the Hudson River, links their communities and that, therefore, land use decisions made by any municipality in the Watershed can adversely impact downstream municipalities as well as the habitat for the River’s flora and fauna.

WHEREAS, the undersigned cooperating municipalities believe it is in their joint best interest to cooperate on addressing common issues relating to the River such as, for example:

- flooding;
- storm water management;
- improving water quality;
- increasing public access/recreational opportunities; and
- improving aesthetics and restoring native vegetation.

WHEREAS, the undersigned cooperating municipalities have been requested through the Saw Mill River Coalition to participate in a natural resource watershed management plan for the Watershed, initiated by Westchester County Department of Planning and the US Army Corps of Engineers.

WHEREAS, the undersigned cooperating municipalities have agreed to work together with the Saw Mill River Coalition on projects to address the aforementioned issues, which projects 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 River and the Watershed;
- b. providing information and input for the natural resource watershed management plan;
- c. coordinating the efforts of individual municipalities to ensure their compatibility;
- d. addressing federal storm water mandates, including the joint implementation of new technologies and joint training opportunities;
- e. developing educational programs on watershed planning, pollution prevention, and storm water management; and
- f. drafting sample language, which could be incorporated into the land use legislation of the cooperating municipalities, pertaining to development within the Watershed that protects the Watershed corridor's ability to function as necessary to prevent flooding and the degradation of water quality and water habitat.

WHEREAS, the undersigned cooperating municipalities agree, that cooperation pursuant to this Memorandum of Agreement will result in, among other things:

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

NOW THEREFORE, BE IT RESOLVED:

1. That we, the duly appointed representatives of the undersigned cooperating municipalities hereby voluntarily enter into this MEMORANDUM OF AGREEMENT WITH RESPECT TO THE WATERSHED, and hereby agree to work together to achieve mutually beneficial projects in respect of the Watershed;

2. That the cooperating municipalities will communicate regularly, using the Saw Mill River Coalition as an organizing forum and means of communication, to assess progress made in achieving the projects envisioned hereunder;

3. That the cooperating municipalities hereby agree, that any cooperating municipality shall have the right, at any time, to withdraw from this agreement upon written notice to the other parties hereto; and

4. That 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.

[signatures on following page]

EXECUTED ON BEHALF OF THE COOPERATING MUNICIPALITIES BY
THEIR REPRESENTATIVES THERETO DULY AUTHORIZED ON THIS ____ DAY
OF _____, 2005:

FOR THE VILLAGE OF ARDSLEY:

Name:
Title:

FOR THE VILLAGE OF
DOBBS FERRY

Name:
Title:

FOR THE VILLAGE OF ELMSFORD:

Name:
Title:

FOR THE TOWN OF GREENBURGH:

Name:
Title:

FOR THE VILLAGE OF
HASTINGS-ON-HUDSON:

Name:
Title:

FOR THE VILLAGE OF IRVINGTON

Name:
Title:

FOR THE TOWN OF
MOUNT PLEASANT:

Name:
Title:

FOR THE TOWN OF NEW CASTLE:

Name:
Title:

FOR THE VILLAGE OF
PLEASANTVILLE:

Name:
Title:

FOR THE VILLAGE OF
SLEEPY HOLLOW:

Name:
Title:

FOR THE VILLAGE OF TARRYTOWN:

Name:
Title:

FOR THE CITY OF YONKERS:

Name:
Title: