

# **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.

EXECUTED ON BEHALF OF THE COOPERATING MUNICIPALITIES BY  
THEIR REPRESENTATIVES THERETO DULY AUTHORIZED:

FOR THE VILLAGE OF ARDSLEY:                   Name: George F. Calvi  
**October 20, 2005**                                   Title: Village Manager  
FOR THE VILLAGE OF                               Name:  
DOBBS FERRY:                                   Title: Board of Trustees

**November 22, 2005**  
FOR THE VILLAGE OF ELMSFORD:               Name: Robert Willaims  
**November 21, 2005**                             Title: Mayor  
FOR THE TOWN OF GREENBURGH:               Name:  
Title:

FOR THE VILLAGE OF                             Name:  
HASTINGS-ON-HUDSON:                         Title:

FOR THE VILLAGE OF IRVINGTON:               Name: Donald Marra  
**October 17, 2005**                             Title: Village Administrator  
FOR THE TOWN OF                               Name: Robert F. Meehan  
MOUNT PLEASANT:                             Title: Supervisor

**February 28, 2006**  
FOR THE TOWN OF NEW CASTLE:               Name:  
**January 10, 2006**                             Title: Board of Trustees  
FOR THE VILLAGE OF                             Name:  
PLEASANTVILLE:                             Title:

FOR THE VILLAGE OF                             Name:  
SLEEPY HOLLOW:                               Title:

FOR THE VILLAGE OF TARRYTOWN:             Name:  
**November 21, 2005**                           Title: Board of Trustees  
FOR THE CITY OF YONKERS:                    Name:  
**March 17, 2006**                             Title: City Council