

**Memorandum of Understanding
for the
Implementation of the Batavia Kill
Stream Management Plan**

This is an agreement between the following parties;

Party 1 Town of Windham (**Town**)
 POB 96
 Hensonville, NY 12439

Party 2 Greene County Soil & Water Conservation District (**GCSWCD**)
 907 Greene County Office Building
 Cairo, NY 12413

Whereas, The GCSWCD and the Town both recognize that the Batavia Kill is a key element of the identity of the Town, and provides many environmental and economic benefits to the residents and businesses of Windham, and

Whereas, The GCSWCD and the Town have worked cooperatively on stream management issues relevant to both public and private interests for many years, and

Whereas, The GCSWCD, in partnership with the NYCDEP Stream Management Program have worked cooperatively since 1996 to develop a comprehensive Stream Management Plan (SMP) for the Batavia Kill, and

Whereas, The GCSWCD and NYCDEP worked closely with a local Project Advisory Committee, the Town and other watershed stakeholders to develop the Batavia Kill SMP which takes a science based, long term management approach to the stream, and

Whereas, The Batavia Kill SMP is consistent with the attached Statement of Stream Stewardship Principles with which the Town, GCSWCD and PAC agree.

Whereas, The Batavia Kill SMP provides guidance on protecting the safety and welfare of the citizens of Windham and the public investment in Town infrastructure.

Whereas, The Town has adopted by resolution the Batavia Kill SMP.

Whereas, The GCSWCD and the Town desire to work cooperatively to implement the Batavia Kill SMP for the common benefit of both parties, protection of the natural resources and the interests of the broader watershed stakeholders, now

Therefore, In consideration of the premises, responsibilities and covenants herein, the Town and GCSWCD agree as follows,

1. Purpose:

This agreement sets forth the roles and responsibilities of the GCSWCD and the Town for the purpose of implementation of the Batavia Kill Stream Management Plan (SMP) and its various recommendations and initiatives. The agreement formalizes the cooperative and effective working partnership that the Town and GCSWCD have enjoyed for many years in regards to technical assistance, project coordination and other issues related to management of the Batavia Kill stream and its important natural resources. Additionally, the parties agree that execution and implementation of this MOU will have mutual benefits.

2. Term

The term of this agreement shall be for a period for five (5) years. The agreement shall be reviewed annually, upon its anniversary date, by each party and amended in writing as deemed necessary by either or both parties. The Agreement is renewable in five (5) year increments by resolution and written notification by each party prior to the expiration of the agreement.

3. Amendments

In the event that either party seeks to make substantive changes to this agreement, the party seeking such changes shall notify the other party in writing at least sixty (60) days prior to the date that the party requests the amendments take effect. The party being requested to agree to the amendment shall respond in writing within thirty (30) days. The amendments will be enforced upon consensus between the two parties to the proposed changes.

4. Termination

This agreement can be terminated by either party, for any reason whatsoever, upon sixty (60) days written notice by the party seeking termination to the other party. Both the Town and GCSWCD additionally agree to make every good faith effort possible to settle any differences regarding this agreement.

5. Responsibilities of the GCSWCD

The GCSWCD, within the limitations of its funding and staffing resources, shall provide the Town, its residents and other stakeholders, with technical, administrative and project management assistance to carry out the goals and objectives of the Batavia Kill SMP. This assistance shall include, but is not limited to the following:

The GCSWCD will

- a. Provide a copy of the most recent version of the Batavia Kill SMP to appropriate Town and County department heads.
- b. Facilitate a Project Advisory Committee that will include representatives of the Town. The PAC membership will be developed in close coordination with the

Town, and its membership reviewed periodically, to ensure adequate representation of all stakeholder groups.

- c. Conduct all activities in accordance with the provisions of this agreement, relevant laws, rules/regulations, administrative/fiscal guidelines and policies or priorities of the Town.
- d. Provide the Town in the beginning of spring, with a detailed work plan of stream management activities the GCSWCD proposes to undertake during the following year. The Annual Work Plan shall identify specific projects and initiatives, the goals, objectives and benefits of these projects, potential partners, funding needs and sources as well as any other information as may be necessary for the Town to clearly understand the work that is proposed for the following year and the Town's role. The Annual Work Plan will be developed by the GCSWCD, in consultation with the Project Advisory Committee (PAC), NYCDEP Stream Management Program and other interested parties.
- e. Provide frequent reports on the status of the Annual Work Plan, not less than quarterly, and be available at the request of the Town to attend meetings, workshops or similar events when the Annual Work Plan or specific items contained therein, require a more detailed understanding by the Town or its constituents.
- f. Remain up-to-date on current methods of watershed protection, including stream restoration and monitoring techniques, stormwater management and other stewardship opportunities, and transfer this knowledge through educational programming to the Town.
- g. Liaise with appropriate County agencies (ie. Planning and Highway Departments) to ensure close coordination and effective and efficient use of resources.
- h. Provide, within the limitations of available resources, GCSWCD technical staff resources and/or consultants, to assist the Town, its landowners or other applicable stakeholders, with issues related to stream management. Examples of such assistance may include, but are not limited to;
 - Providing assistance to the Town's highway department, in coordination with the County highway department, on matters related to bridge design, culvert replacement, streambank erosion and repair, stormwater management, critical area vegetation, stream crossings, emergency flood response and other issues related to natural resources and the Towns highway system. .
 - Provide assistance to the Town's Planning Board, in coordination with the County Planning Board, in matters related to review and interpretation of proposed actions and the applicability of federal, state or model local ordinances, including possible guidance towards adoption. Technical assistance may be related to stream management, stormwater management, floodplain management and other issues related to natural resources that may be applicable to projects that are presented to the planning board for review and approval.

- Provide assistance to the Town's landowners on issues related to stream management, stormwater management, riparian buffers, digital flood insurance rate maps and other items related to natural resource management.
- Assist the Town as necessary with securing regulatory permits that are consistent with the Stream Stewardship Principles as may be required for activities proposed by the Town.
- Assist the Town with developing further, more detailed strategies, ordinances and plans as may be appropriate to address issues related to stormwater management, stream management, flood response, wetland impacts etc.
- Assist the Town and its stakeholders with identifying, securing, and managing funds from multiple sources as may be appropriate to further the implementations of the Batavia Kill SMP.

6. Responsibilities of the Town

The Town, within its limitations and authority, will work cooperatively with the GCSWCD, its various programs, and other agencies and stakeholders as may be involved in the implementation of the Batavia Kill SMP. The Town's cooperation and participation must be based on the Town's assessment of the appropriate actions for its residents and will not be hampered in anyway from meeting its responsibilities under any other local, state or federal program. The Town's cooperation shall include, but is not limited to:

The Town will:

- a. Appoint a primary and secondary point of contact as their representatives to the Project Advisory Committee identifying individuals that will effectively represent the varied interests of the Town, and its stakeholders.
- b. Work with the GCSWCD and the Project Advisory Committee, to develop an Annual Work Plan that will identify specific projects and initiatives related to implementation of the Batavia Kill SMP, the goals, objectives and benefits of these projects, potential partners, funding needs and sources as well as any other information as may be necessary for the Town and GCSWCD to clearly understand the work that is proposed for the following year and the respective roles of the Town and GCSWCD.
- c. Distribute the Work Plan and encourage their various departments (highway departments, zoning and code enforcement officers) and Boards, such as Planning Board, Highway Department, Building Inspection etc, to implement recommendations of the Batavia Kill SMP and to access technical assistance available through the GCSWCD.
- d. Utilize the Batavia Kill Stream Management Plan as a primary guidance document for Town activities as they relate to the Batavia Kill and its associated natural resources.

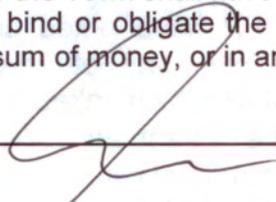
- e. Work cooperatively with the GCSWCD to identify, secure and manage funds from multiple sources as may be appropriate to meet the objectives set forth in the Annual Work Plan..

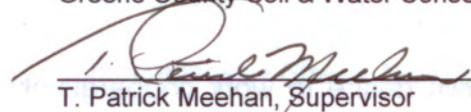
7. Funding

This instrument is neither a fiscal nor a funds obligation document. The GCSWCD and Town mutually agree that execution of this MOU in no way obligates either party to fund, or automatically support activities that may be set forth in the MOU or the Annual Work Plans. Both the GCSWCD and Town agree that funding of activities or other aspects of this MOU must be considered on a case by case basis. In the event either party provides funding or other forms of support to the execution of this MOU, each party will manage or otherwise use these funds in a manner that provides for effective fiscal oversight, and meets the local, state or federal spending requirements.

8. Limitations of Authority

Neither the GCSWCD nor the Town shall have any authority to enter into contracts in the name of the other, or to bind or obligate the other to any contractor, subcontractor or other third party, for any sum of money, or in any other way.

Signed:  Date: 3/16/07
Rene' VanSchaack, Executive Director
Greene County Soil & Water Conservation District

Signed:  Date: 3/8/07
T. Patrick Meehan, Supervisor
Town of Windham