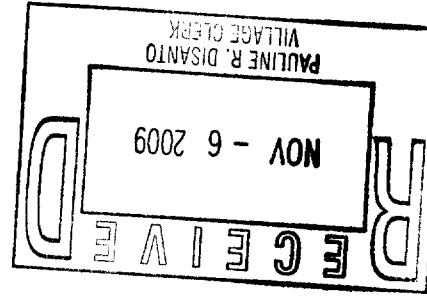




*Sam  
mailed  
11/19/09*



November 4, 2009

Mr. Abraham J. Zambrano  
Village Manager  
Village of Croton-on-Hudson  
Stanley H. Kellerhouse Municipal Building  
One Van Wyck Street  
Croton-on-Hudson, NY 10520

Re: Van Cortlandt Manor Entrance Improvements

Dear Abe:

Enclosed are two copies of the Memorandum of Understanding Regarding Van Cortlandt Manor Entrance Improvements between the Village of Croton-on-Hudson and Historic Hudson Valley (HHV) that have been signed by Waddell Stillman, President of HHV.

Would you and the Village Attorney please sign both copies and return one to me; the other copy is for your records.

We are excited about the possibility of getting this project underway as soon as possible, which we hope will be to the benefit of both HHV and the Village.

Sincerely,

David M. Parsons  
Director of Finance and Administration

Enclosure

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
VAN CORTLANDT MANOR ENTRANCE IMPROVEMENTS**

This Memorandum of Understanding (“MOU”) has been entered into as of the \_\_\_\_ day of November, 2009, between the Village of Croton-on-Hudson, with municipal offices at 1 Van Wyck Street, Croton-on-Hudson, New York, 10520 (the “Village”) and Historic Hudson Valley, a not-for-profit organization with offices at 150 White Plains Road, Tarrytown, New York, 10591 (“HHV”).

WHEREAS HHV owns and operates Van Cortlandt Manor, a National Historic Landmark site in the Village of Croton-on-Hudson; and

WHEREAS the Village and HHV applied for a Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for Users (“SAFETEA-LU”) funds in 2004, to improve the entrance at Van Cortlandt Manor (the “Project”); and

WHEREAS the SAFETEA-LU legislation was passed by the Congress of the United States in 2005 and signed into law by the President on August 10, 2005; and

WHEREAS the Village and HHV have been awarded SAFETEA-LU funds to undertake the Project (PIN 8760.11), by New York State Department of Transportation (“NYSDOT”); and

WHEREAS the Village has agreed to serve as the municipal sponsor and the Sponsoring Agency for the Project and to execute an agreement with the NYSDOT reflecting as such (the “NYSDOT Agreement”); and

WHEREAS HHV has agreed to serve as the Administering Agency; with the consent of NYSDOT; and

WHEREAS NYSDOT requires that the Project be completed before April 1, 2018; and

WHEREAS SAFETEA-LU funds for the Project are \$3,750,000 (\$3,000,000 Federal and \$750,000 non-Federal); and

WHEREAS NYSDOT has required that the Village be responsible for all Project costs that exceed the approved SAFETEA-LU funds;

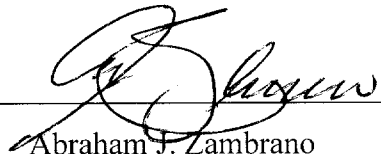
NOW THEREFORE, the Parties have agreed to enter into this MOU and to be bound by the following provisions:

1. HHV agrees to assume and be bound by all obligations put upon the Village in the NYSDOT Agreement.
2. HHV will oversee and manage the Project and will be responsible for executing a project agreement with the NYSDOT, procuring a consultant, if necessary, preparing a project design report and construction contract documents, advertising for bids, conducting a bid opening, awarding a construction contract, providing construction inspection and paying all expenses up front and then applying through the Village to the NYSDOT for reimbursement of the Federal and State shares.
3. The Village agrees to cooperate fully with HHV in facilitating HHV's carrying out the responsibilities outlined above and will promptly reimburse HHV for any Federal or State reimbursements it receives for the Project.
4. HHV will assume the Village's responsibility for all Project costs that exceed the approved SAFETEA-LU funds. The Village accepts no responsibility for the construction of the Project.
5. HHV shall be solely responsible for the costs of any and all required audits related to the Project that the Village is required to have conducted.

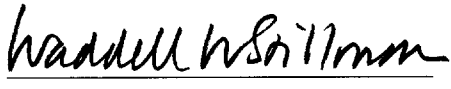
6. The term of this MOU shall take effect immediately upon signing by both parties and will run until one year after completion of the Project, unless terminated sooner by mutual consent.
7. HHV shall not enter into any mortgage or financing documents that place a lien on any portion of Village property.
8. HHV shall carry liability insurance, including general commercial liability coverage, business automobile liability coverage, and workers' compensation and employer's liability coverage, at such minimum coverage limits as required by the Village, and all such policies will name the Village as an additional insured. HHV shall provide the Village with copies of its Certificate of Insurance, naming the Village as an additional insured, prior to commencement of the construction of the Project.
9. HHV agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Village, HHV shall indemnify, defend and hold harmless the Village, its officials, 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 acts or omissions here under by HHV, contractors or third parties under the direction or control of HHV.
10. This MOU sets forth the entire understanding among the parties and may only be altered or amended in writing signed by both parties.

Accepted and agreed to as of the date first above written.

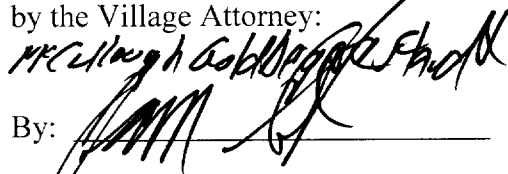
Village of Croton-on-Hudson

By:   
Abraham J. Zambrano  
Acting Village Manager

Historic Hudson Valley

By:   
Waddell W. Stillman  
President

Approved as to legality and form  
by the Village Attorney:

  
By: 