



Ulster County 2021 Climate Smart Communities Recertification Documentation

PE1 Action: Partnerships with Other Entities

Background & Documentation: The causes and impacts of climate change do not stop at jurisdictional borders, and Ulster County continues to facilitate various collaborations with broad cross-sections of stakeholders, including local and regional municipalities, NGOs, residents, and other relevant partners.

These partnerships include:

- **The Ulster County Water Quality Coordinating Committee**

- Background: Under New York Consolidated Laws, [County Law CNT § 220-A](#), Ulster County Legislature has the power to designate a Water Quality Coordinating Committee (WQCC). This entity is responsible for providing oversight of all water quality programs and related activities in the county, including assessment of the impact of point and non-point source pollution and the appropriateness of monitoring and administrative activities.

The WQCC has the responsibility to review and coordinate all county activities which have a substantial impact on water quality management. [Resolution No. 445*](#) of 2017 designated the Ulster County Department of the Environment as the County's Water Quality Management Agency. Additionally, the WQCC partners with various local entities working on water quality, including non-profits, watershed alliances, municipalities, and others. These local partnerships are accomplished through open meetings, presentations, and events. This leads to increased networking, support for our local waters, and information sharing. Of the six annual WQCC meetings, three are open to the public.

In March of 2020 the WQCC hosted its first Watershed Roundtable [event](#), which was well-attended and included representatives from many regional partner organizations and stakeholder groups.

- Participating Agencies and County Departments:
 - Ulster County Department of Environment
 - Ulster County Department of Health and Mental Health
 - Ulster County Department of Public Works
 - Ulster County Planning Department
 - Ulster County Soil and Water Conservation District
 - Ulster County Environmental Management Council
 - Cornell Cooperative Extension of Ulster County
- Webpage: <https://ulstercountyny.gov/environment/ulster-county-water-quality-coordinating-committee>

- **The Ashokan Watershed Stream Management Program**

- About the Program: The Ashokan Watershed Stream Management Program (AWSMP) is a joint effort between Cornell Cooperative Extension of Ulster County, the Ulster County Soil and Water Conservation District, and the New York City Department of Environmental Protection. The three agencies work collaboratively to maintain the health of streams in the Ashokan Reservoir Watershed. The program aims to improve stream stability and reduce erosion threats to water quality and infrastructure, mitigate potential damage from flooding, and enhance aquatic and riparian habitat. AWSMP works to educate



and inform the community about stream stewardship best management practices and coordinates stream management activities in the watershed. Stream management plans — comprehensive evaluations of stream characteristics with recommendations and strategies for improvement — provide the basis for the program's activities.

- **Program History:** In 1997, the New York City Memorandum of Agreement ([MOA](#)) was reached between New York State, New York City, the U.S. Environmental Protection Agency, watershed communities and counties, and several non-profit environmental organizations. The MOA established programs to maintain and enhance water quality for New York State residents, while at the same time protecting the economic vitality and character of the Catskills region.
- **Roles:** Each participating agency has different roles and responsibilities described below:
 - Cornell Cooperative Extension of Ulster County (CCEUC)
 - Ulster County Soil & Water Conservation District (UCSWCD)
 - New York City Department of Environmental Protection (DEP)
 - The Ulster County Department of Environment works with the AWSMP under contract with CCEUC and stations an Environmental Planner in the watershed (*Cooperative Agreement between Ulster County and Cornell Cooperative Extension of Ulster County attached, for Local Flood Hazard Mitigation and Flood Response for AWSMP).
- **The Environmental Planner position:** This was established on the heels of multiple flood events to work hand-in-hand with our component municipalities to provide technical assistance and training, to offer a variety of educational and flood mitigation planning opportunities, to assist in identifying and obtaining funding for projects to mitigate against future flooding, and to be an additional resource available both pre- and post-flood to the most rural portions of the County, in particular.
- Webpage: <https://ashokanstreams.org/about-the-program/>
- **The Ulster County Climate Smart Committee and Climate Smart Municipal Task Force**
 - The Committee and the Task Force serve to support local municipalities in Ulster County with general information-sharing, hosting events, local capacity building, and accessing resources related to the New York State Climate Smart Communities (CSC) Program. Ulster County Department of the Environment staff provide presentations and technical support to local municipalities in support of CSC Program initiatives, maintain a county-wide map of participating communities and a Facebook page, and chair the Task Force which provides CSC action-specific support to municipalities.
 - Task Force projects include:
 - 2020: Several targeted CSC presentations to local municipalities were given, in support of adoption of the CSC Pledge (*Town of Rochester presentation attached).
 - 2021: Projects include the Bard College/Climate Smart Resiliency Planning Tool project which will support the Towns of Rochester and Ulster (*proposal attached) & hosting a Green Concrete Forum (*flyer attached).
 - Example of outcomes: The Town of Rochester adopted the CSC Pledge; this first step enabled the Town to then subsequently be awarded funding for a CSC coordinator position via the Boatbuilders program. Additionally, the Town will be working Cornell Cooperative Extension of Ulster County to complete a CSC certification assessment and will be also completing a Climate Smart Resiliency Planning Tool (CSRPT) via the Task Force's partnership with Bard College.
 - Webpage: <https://ulstercountyny.gov/environment/climate-smart>

**included in documentation*

Designating The Ulster County Department Of The Environment As The County's Water Quality Management Agency Pursuant To New York State County Law, Article 5 § 220-A

Referred to: The Energy and Environment Committee (Chairman Richard Parete and Legislators Bartels, Heppner, Lapp and Wawro), and The Ways and Means Committee (Chairman Gerentine and Legislators Allen, Bartels, Belfiglio, Briggs, Maio, and Maloney)

Chairman of the Ways and Means Committee, Richard A. Gerentine, and Deputy Chairman Thomas J. Briggs offer the following:

WHEREAS, this resolution has been submitted by the County Executive; and

WHEREAS, this resolution has been submitted in conjunction with the 2018 Executive Budget; and

WHEREAS, Ulster County's waters are essential to the health and welfare of all its citizens as well as to the function of biologic communities; and

WHEREAS, maintaining and improving the quality of Ulster County's waters are crucial to water supply, recreation, tourism, agriculture, industry, aesthetics as well as to the overall quality of life in Ulster County; and

WHEREAS, the County has an ongoing responsibility to meet the requirements of the U.S. Environmental Protection Agency Phase II Stormwater Program (also known as the MS4 program) which requires coordination regarding storm water management; and

WHEREAS, the County has an ongoing need and responsibility in drinking water protection and watershed management planning; and

WHEREAS, the County is committed to working towards increasing the resilience of our water systems and identifying and addressing significant changes due to climate change; and

WHEREAS, the Ulster County Department of the Environment is designed to serve as a coordinating entity in County government working with county department and agencies involved in various environmental initiatives; now, therefore be it

RESOLVED, that Ulster County Legislature hereby designates the Ulster County Department of the Environment as the County's Water Quality Management Agency pursuant to New York State County Law Article 5 § 220-A,

Cooperative Agreement

*Local Flood Hazard Mitigation and Flood Response
for the Ashokan Watershed Stream Management Program*

This AGREEMENT is entered into by and between the COUNTY OF ULSTER, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), and CORNELL COOPERATIVE EXTENSION OF ULSTER COUNTY (the "Lead Agency"), a subordinate government agency formed pursuant to New York State County Law §224(8)(b) with principal offices at 232 Plaza Road, Kingston, New York 12401 (each, a "Party;" together, the "Parties").

This AGREEMENT is a sub-agreement of the agreement titled "Agreement between The City of New York and The Cornell Cooperative Extension of Ulster County for the Administration and Implementation of the Ashokan Watershed Stream Management Program" (CAT-493), which includes *Local Flood Hazard Mitigation and Flood Response for the Ashokan Watershed Stream Management Program* (the "Project"), the terms and conditions of which are incorporated herein by reference.

Recitals

WHEREAS, Cornell Cooperative Extension of Ulster County (CCEUC) is the Lead Agency of the New York City Department of Environmental Protection (NYCDEP)-funded "Ashokan Watershed Stream Management Program" (AWSMP) for flood hazard mitigation program development; and

WHEREAS, the Ulster County Department of Environment (UCDOE or the "Partner Agency") is the appropriate County department to support CCEUC and Ulster County Soil and Water Conservation District (UCSWCD) in coordinating and delivering flood response and flood hazard mitigation within the NYC Water Supply Watershed of Ulster County; and

WHEREAS, the Partner Agency has agreed to enter into a Cooperative Agreement in which the Partner Agency works under the Lead Agency to execute and complete the requirements of the Work Plan (attached to this Cooperative Agreement as "**Attachment A**"); and

WHEREAS, the Parties desire to enter into a Cooperative Agreement setting forth the services to be provided by the collaborative as directed by the NYCDEP-approved Work Plan.

NOW, THEREFORE, the Parties hereby agree that:

Article 1. Term.

The responsibilities under this Cooperative Agreement coincide with the CAT-493 period, which is anticipated to be October 1, 2019 through September 30, 2024. This Cooperative Agreement may be amended upon the mutual agreement of the Parties.

Article 2. Payment.

The Partner Agency may submit an invoice to CCEUC for services provided, in an amount not to exceed **SIX HUNDRED FORTY-EIGHT THOUSAND, EIGHT HUNDRED SEVENTY AND 00/100 (\$648,870.00) DOLLARS**, as provided for in **Attachment B: Budget**.

The Partner Agency agrees to submit an invoice for eligible costs associated with the Project to CCEUC following guidance provided in **Attachment C**. All invoices must be accompanied by a progress report in a format to be specified by the Lead Agency.

The CCEUC shall submit vouchers to the funding agency for reimbursement and, in turn, shall pay the invoice submitted by the Partner Agency in a timely manner and as reimbursed by the NYCDEP.

Article 3. Duties and Responsibilities of the County.

The Partner Agency agrees to comply with the Scope of Work set forth in **Attachment A**. The duties and responsibilities of the Partner Agency shall include:

- (a) Acknowledgement of the Ashokan Watershed Stream Management Program as a financial supporter of the Project on publications and outreach materials related to the Project; and
- (b) Required attendance at monthly meetings as set forth under the direction of the Lead Agency.

Article 4. Indemnification and Rights.

Nothing contained in this Cooperative Agreement shall impair the rights of the City of New York (the "City").

Nothing contained in this Cooperative Agreement shall create any contractual relationship between the Partner Agency and the City.

The Parties and the City agree to indemnify each other and save each other harmless from all claims, liabilities, losses or expenses of every character whatsoever for bodily injury, sickness or disease including death, or property damage arising out of the Project, where such injury, sickness or disease including death, or damage is the result of the indemnifying Party's negligence or willful tort occurring while working on activities related to this Cooperative Agreement. In the event such injury or damage is caused by the combined negligence of the Parties to this Cooperative Agreement, each Party shall be responsible for its relative culpability.

Article 5. Insurance.

The Partner Agency shall comply with the liability insurance requirements in sufficient amount and scope to protect the interests of the City and CCEUC, as set forth in **Attachment D** for the entire time this Cooperative Agreement remains effective.

Article 6. Compliance with Laws.

The Partner Agency agrees that it has not and shall not engage in any unlawful discrimination based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.

The Partner Agency shall comply with all applicable federal, State and local laws, rules, regulations and ordinances, including but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland Anti-Kickback Act (40 USC 276c) where applicable.

The Partner Agency performing public work within the meaning of Section 220 of the New York State Labor Law shall pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work pursuant to Section 220 and comply with all other applicable provisions of Section 220 of the Labor Law.

Article 7. Termination.

This Cooperative Agreement may be terminated by either Party giving the other Party 30 days advance written notice of such intent and the reasons thereof. Neither Party shall enter into or otherwise create new obligations relative to this Cooperative Agreement following receipt of such notice without the written consent of the other Party. Both Parties agree to enter into good faith negotiations to determine the amount of equitable reimbursement and payment for all outstanding commitments and provide for an orderly closure of this Cooperative Agreement.

Article 8. Warranties.

- a. The Partner Agency represents and warrants that no payment, gift or thing of monetary value was made, given or promised to a CCEUC officer, director, or employee to obtain this or any other agreement with the City or CCEUC.
- b. The Partner Agency warrants that it and its subcontractors performing public work within the meaning of Section 220 of the New York State Labor Law shall pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work pursuant to Section 220 and comply with all other applicable provisions of Section 220 of the Labor Law.

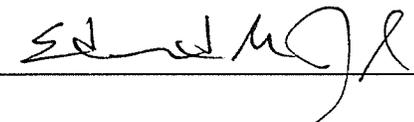
Article 9. Press/Release of Information to Public.

The Partner Agency agrees to submit all press releases prepared in connection with the Project to CCEUC at least eight (8) business days prior to the anticipated date of release. With respect to small-scale educational events and in the event of a flood emergency, the County and CCEUC may agree to an expedited review.

AND FURTHER, we, the undersigned, have read and agree with this Cooperative Agreement and the attached Attachments.

By: Jared Buono Signature: 
Jared Buono, Executive Director, Cornell Cooperative Extension of Ulster County

Date: 10/23/19

By: Edward M. Jordan Signature: 
Director of Purchasing, County of Ulster

Date: 11-5-19

Attachment A: Scope of Work
*Local Flood Hazard Mitigation and Flood Response
for the Ashokan Watershed Stream Management Program*

Project Description:

The County of Ulster, through the Ulster County Department of Environment (UCDOE), will perform work under a Cooperative Agreement with Cornell Cooperative Extension of Ulster County (CCEUC) that enhances the capacity of Ulster County departments to work in collaboration to coordinate and deliver flood hazard flood response mitigation planning, technical support, and assistance on implementation of local projects and initiatives approved by CCEUC. The work supports CCEUC in meeting deliverables of an agreement between the City of New York and CCEUC for *Administration and Implementation of the Ashokan Watershed Stream Management Program (CAT-493)*. Work under this Cooperative Agreement will advance the overall goals of creating flood resilient communities and protecting water quality in the Ashokan Watershed.

To meet these needs, the County will continue to employ an Environmental Planner (the “Planner”) to assist in providing local coordination, technical assistance, and implementation for flood hazard / flood response mitigation planning in the Ashokan watershed, and with coordinating local activities with Ulster County plans and activities. In addition, UCDOE will provide program and administrative assistance to the Planner with project funds. The Planner and support staff, as needed, will work with staff of the Ashokan Watershed Stream Management Program (AWSMP), local municipal officials, and others to perform the work. The AWSMP is a collaborative program between CCEUC, the Ulster County Soil and Water Conservation District (UCSWCD), and New York City Department of Environmental Protection (NYCDEP). The three participating entities provide the staffing of the AWSMP.

UCDOE and the Planner, will complete the following tasks in coordination with CCEUC and UCSWCD:

In the event of a significant flood, work with CCEUC and UCSWCD Project Managers with sharing and disseminating timely information to watershed residents and local, county, state, and federal agencies. Assist with coordination of post-flood disaster response and recovery actions:

- a. Along with UCSWCD and CCEUC staff, participate in municipal command post meetings at a town’s request.
- b. Where appropriate, assist in the coordination and integration of County flood response actions with existing local emergency operations.
- c. Coordinate with County departments and others on the use of shared emergency services and equipment during a flood disaster.
- d. Work with local municipalities and County departments to identify damaged and disadvantaged properties.
- e. Coordinate with County departments to determine eligibility of severe repetitive loss assets for flood mitigation (e.g., retrofit, purchase or relocate) funding programs.
- f. Work with CCEUC, County, state and municipal staff to coordinate outreach to landowners on buyout, relocation, elevation, and other potential mitigation programs and opportunities.

- g. Between flood events, assist municipalities with identifying, cataloging and maintaining historical damage data, and with projects to enhance flood-mitigation planning.
- h. Develop scenarios for how County, town, New York City, and federal agencies will better integrate during flood emergency response. Derive a strategy based on model approaches. Annually meet with County departments and local agencies to review flood response roles and responsibilities.
- i. Continue to develop and update information on the economic impacts of flooding and flood mitigation actions to inform decision-making.

Carry out floodplain management actions that require interagency coordination:

- j. Work with the CCEUC and UCSWCD Project Managers to coordinate hazard mitigation efforts between County, State, Federal, City of New York and local/regional entities as appropriate.
- k. Assist municipalities in coordinating local flood hazard mitigation goals with the needs and goals expressed in State, County, local and inter-municipal community plan.
- l. Act as the NYC-funded Flood Buyout Program Outreach Lead as municipalities request. Assist municipalities with technical assessment when feasible.
- m. Coordinate with Ulster County Emergency Services Department to assist watershed communities that participate in the Ulster County Multi-Jurisdictional Hazard Mitigation Plan (UCHMP) plan with annually updating priorities and implementing their mitigation actions.
- n. Work with AWSMP, County departments, and local municipalities to identify areas for future hamlet growth, and other areas for possible relocation of at risk structures to areas outside of the floodplain.
- o. Examine the interaction between open space planning and acquisition policies, and flood hazard mitigation. Facilitate dialogue and recommend program and plan improvements that enhance flood hazard mitigation.
- p. Actively participate in and develop resource materials for the AWSMP Flood Hazard Mitigation Working Group. The working group provides input to local and county hazard mitigation plans, and provides a forum for education, professional development, and sharing of ideas/opportunities.
- q. Annually make one presentation on Ashokan watershed flood hazard mitigation activities as a model in a forum suited for information dissemination to audiences outside the watershed. Coordinate with other County departments to include municipal officials of the NYC Watershed and their educational needs in an annual event convened by the County focused on flood hazard mitigation efforts (e.g., annual updates to UCHMP, planning, education, response, etc.) and funding opportunities.
- r. Make regular progress reports to Lead Agency and prepare progress reports for project funders as requested by Lead Agency.

Provide municipal technical assistance:

- r. Provide technical assistance to municipalities and property owners related to incorporating flood hazard and predicted climate change considerations into land-use planning. Agree to notify CCEUC and

UCSWCD if any stream management issues are identified by a landowner so that AWSMP assistance can be provided. Encourage flood hazard mitigation measures that result in the least adverse effect on the natural environment practicable considering other site and economic constraints.

- s. Using an understanding of vulnerability and flood risk products, communicate accurate exposure and loss estimates and assist County and local municipalities (e.g., Town Boards, Planning Boards, etc.) with evaluating alternative planning scenarios.
- t. Work closely with CCEUC and UCSWCD staff to communicate to stakeholders those floodplain management and planning strategies that have flood reduction benefits.
- u. Assist with development and dissemination of flood hazard risk assessments and data.
- v. Stay informed and disseminate information on flood-related policies, procedures, funding priorities, and initiatives at the national level that may have financial or regulatory repercussions locally.
- w. Assist interested communities with entering the FEMA Community Rating System (CRS) and once enrolled, assist them in maintaining annual compliance. Additionally, pilot the creation of a County-wide initiative that uses CRS components that can be easily utilized by municipalities and tailored to meet the specific needs of each. The pilot municipalities are to include: Shandaken, Olive, Woodstock, Hurley, Denning, and Hardenburgh. Work closely with CCEUC to implement the pilot. Involve CCEUC in planning meetings, materials review, and delivery. Provide quarterly updates.
- x. Contribute to CCEUC's Flood Hazard Mitigation Education Program in the Ashokan watershed by delivering presentations and drafting written materials (e.g., fact sheets, newsletter articles, etc.).
- y. Working closely with CCEUC and UCSWCD, provide technical assistance to municipalities for protecting critical facilities and infrastructure within flood prone areas. Work with UCSWCD and municipal staff to track key stream corridor infrastructure at risk within watershed municipalities.

Provide coordination in support of flood hazard mitigation projects:

- z. Assist CCEUC and UCSWCD and County departments with stakeholder coordination during implementation of flood hazard mitigation projects.
- aa. Assist CCEUC and UCSWCD and County departments with identifying local mitigation actions, including structural and non-structural (e.g., policy) solutions, for incorporation into hazard mitigation plans.
- bb. Work with CCEUC and UCSWCD and municipal and non-profit partners to identify funding sources and develop funding applications for flood hazard mitigation projects.
- cc. Participate in review of flood hazard mitigation (FHM) SMIP grant applications. Assist FHM grantees with aspects of project implementation that require coordination with County departments and with assistance, if needed, obtaining matching state and federal grant funding.
- dd. Notify CCEUC immediately if a potential matching funding source is identified. CCEUC will request written approval from DEP for matched funding before any commitment of funding can be made or an application submitted. The County Planner will assist CCEUC in developing a written explanation of how

the proposed grant supports completion of flood hazard mitigation services. The Environmental Planner will notify CCEUC immediately if matched grant funding is awarded.

ee. Participate in AWSMP project coordination meetings as needed.

Provide reports in support of the flood hazard mitigation program:

ff. Provide information and participate as requested by CCEUC in an Annual Program Report and meeting delivered to DEP, the AWSMP Stakeholder Council, and other NYC Watershed partners in January/February of each year.

gg. Provide flood mitigation and Local Flood Analysis project progress information to CCEUC in preparation for a semi-annual report to DEP.

hh. In March of each year, the Environmental Planner will provide CCEUC with information on program implementation plans and goals for the coming DEP Fiscal Year beginning July 1 through June 30 to inform development of an Annual Work Plan.

ii. Within 45 days following the end of this Cooperative Agreement, provide CCEUC with a project close-out report in a format provided by CCEUC.

In no event will the UCDOE or the Planner provide professional engineering services for design, engineering surveys, construction management or other professional engineering services of any kind. In no event, shall the County, UCDOE, or the Planner represent the Stream Management Implementation Program (SMIP) funding program administered by CCEUC for the AWSMP.

Position Location and Supervision

The Environmental Planner, with support of other UCDOE staff as appropriate will deliver services primarily in the Ashokan Reservoir Watershed and will work on a team with CCEUC, UCSWCD, and NYCDEP staff of the AWSMP to provide uniform flood hazard mitigation assistance to the Towns of Shandaken, Woodstock, Hurley, and Olive. In addition, the Environmental Planner will coordinate with NYC watershed programs operating in Denning and Hardenburgh to align local and county flood hazard efforts. The UCDOE Department Head, "the Coordinator" will supervise the Environmental Planner and will consult weekly with the CCEUC and UCSWCD Project Managers to review progress. The Planner's primary office will be located at the AWSMP office in Shokan where they will work the majority of their time. A part-time office will be located at a Kingston location arranged by the Department of Environment. CCEUC will provide desk space and use of shared computer networks and administrative support for the Planner at the AWSMP office.

Agency Roles

Cornell Cooperative Extension of Ulster County (CCEUC): Under Agreement with the NYCDEP, CCEUC will coordinate overall stakeholder involvement in stream management planning and implementation in the Ashokan watershed and will convene meetings in support of flood hazard mitigation. The CCEUC Program Manager will meet regularly with the UCDOE Coordinator and Environmental Planner to collaborate on delivery of the local flood hazard mitigation program in the watershed. The CCEUC Program Manager works under the supervision of the Executive Director and is responsible for coordinating all work performed under agreement with the City of New York. CCEUC

will make office space and basic office equipment, including a computer and monitor available in Shokan for use by the Environmental Planner.

Ulster County Department of Environment (UCDOE): Under agreement with CCE, the County will maintain and supervise the Environmental Planner. The Planner will supervise additional support and technical staff as appropriate up to 0.15FTE. Additional staff duties are likely to include note-taking, reporting, data collection, and the research on and development of federal/state/local grant applications. The UCDOE Coordinator and Environmental Planner will meet regularly with AWSMP staff to collaborate on delivery of the local flood hazard mitigation program in the watershed. The UCDOE will be responsible for covering the Planner's travel expenses, supplies costs, printing and copying costs, and professional development expenses not provided for in **Attachment B**.

Ulster County Soil and Water Conservation District (UCSWCD): Under agreement with the NYCDEP, UCSWCD will provide technical assistance and funding to stakeholders on stream management practices intended to protect water quality, mitigate flooding and erosion hazards, and preserve and restore ecosystem conditions along streams in the Ashokan Watershed. The UCSWCD Program Manager will meet as needed with the UCDOE Coordinator and Environmental Planner to collaborate on delivery of the local flood hazard mitigation program in the watershed. The UCSWCD Program Manager works under the supervision of the Executive Director and is responsible for coordinating all work performed under agreement with the City of New York.

New York City Department of Environmental Protection (NYCDEP): Under agreement with CCEUC and UCSWCD, NYCDEP will provide funding for flood hazard mitigation program development and implementation as well as provide science and engineering guidance and project review for flood hazard mitigation investigations funded through the AWSMP. The NYCDEP will meet as needed with the CCEUC and UCSWCD Program Managers and Environmental Planner to collaborate on delivery of the local flood hazard mitigation program in the watershed.

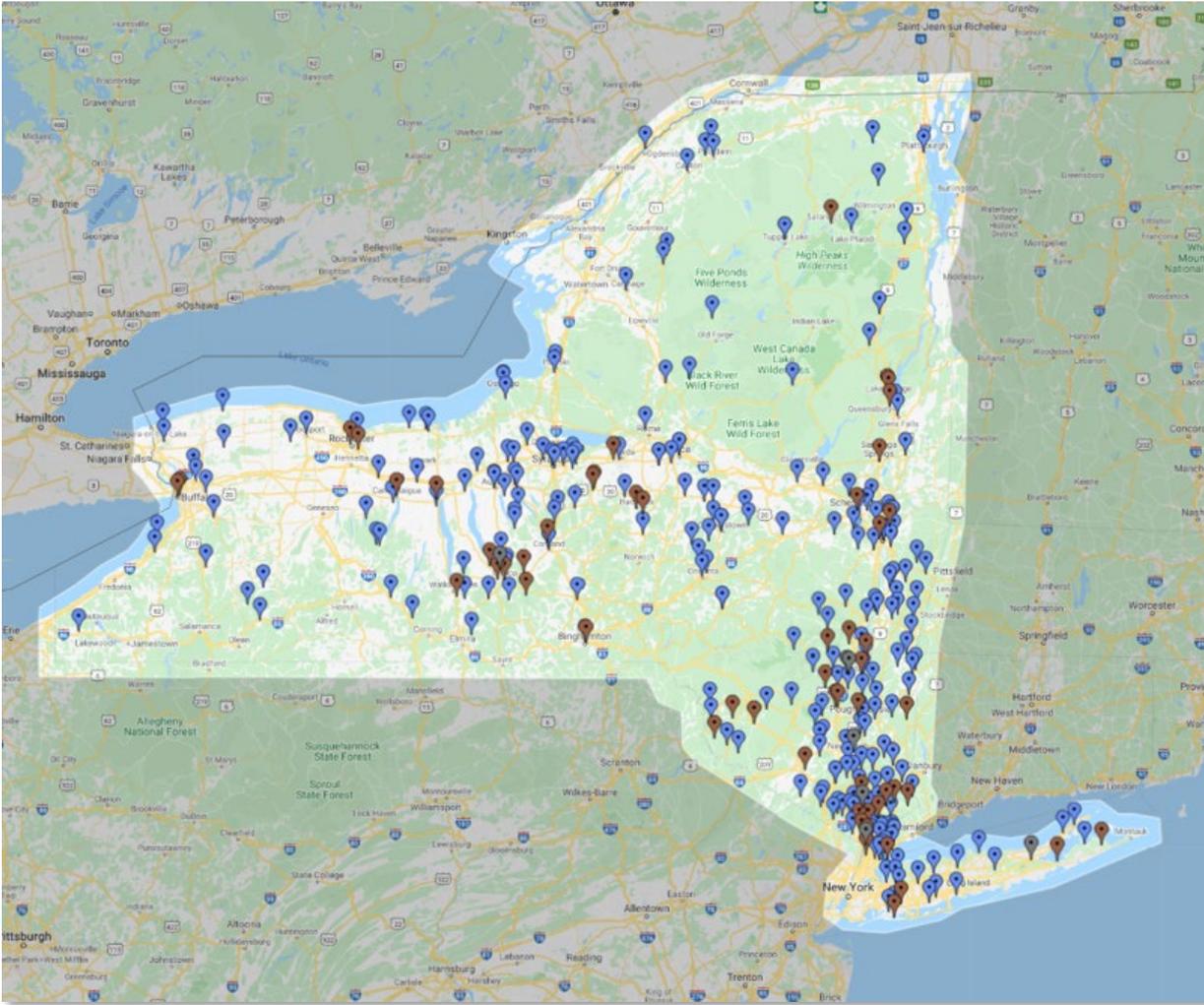
New York State Climate Smart Communities Program

November 30, 2020

Rochester Town Board

Europa McGovern, Senior Environmental Resource Technician
Ulster County Department of the Environment

NYS Climate Smart Communities Program



- NYSDEC-administered program
- 313 + participating communities
- All levels of participation are voluntary
- Provides framework for local climate action planning
- Resources
 - Preferential access to grants
 - Free technical assistance
 - CSC Portal: <https://climatesmart.ny.gov/>

Model Resolution

Any city, town, village, or county government in New York State can take a stand by adopting the Climate Smart Communities pledge. Local governments may amend the preamble of the pledge below, but all ten points of the pledge must be adopted verbatim by the highest body of elected officials (e.g., town board or city council). The final resolution document must include a signature from the municipal clerk verifying the authenticity of the resolution and indicating the date of passage. Local governments should then designate a primary contact person to complete the online registration form and upload the resolution by following the steps at <https://climatesmart.ny.gov/actions-certification/getting-started/>. After the registration is reviewed, the community will be designated a Registered Climate Smart Community and be added to the online list. Join us!

Councilmember _____ moved and Councilmember _____ seconded that

WHEREAS, the Town/Village/City/County of _____ (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that Town/Village/City/County of _____, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:

- 1) **Build a climate-smart community.**
- 2) **Inventory emissions, set goals, and plan for climate action.**
- 3) **Decrease energy use.**
- 4) **Shift to clean, renewable energy.**
- 5) **Use climate-smart materials management.**
- 6) **Implement climate-smart land use.**
- 7) **Enhance community resilience to climate change.**
- 8) **Support a green innovation economy.**
- 9) **Inform and inspire the public.**
- 10) **Engage in an evolving process of climate action.**

NYS Climate Smart Communities Program

- First Step:
 - Take the CSC **Pledge**
 - Access technical assistance & grant funding
- Next Steps (optional):
 - Appoint CSC coordinator & task force
 - Assess completed CSC actions
 - Plan for future CSC actions
 - Apply for CSC certification
 - **Tri-annual certification application cycle**

NYS Climate Smart Communities Program

- 120 + actions available
- 12 Pledge Elements
- [Action Checklist](#) (updated 11/27/2020)

1. Build a climate-smart community.

2. Inventory emissions, set goals, and plan for climate action.

3. Decrease energy use.

4. Shift to clean, renewable energy.

5. Use climate-smart materials management.

6. Implement climate-smart land use.

7. Enhance community resilience to climate change.

8. Support a green innovation economy.

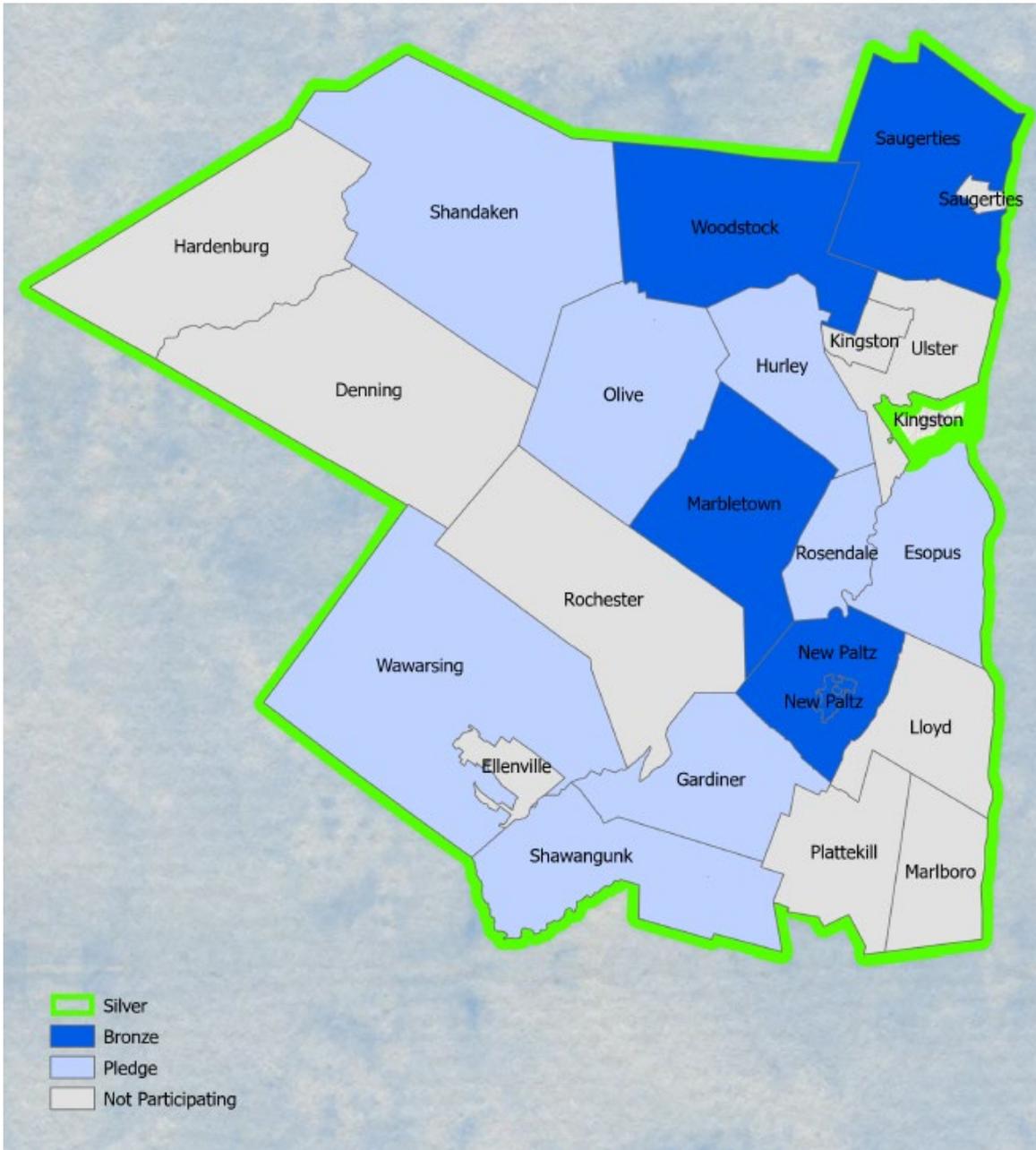
9. Inform and inspire the public.

10. Engage in an evolving process of climate action.

11. Innovation

12. Performance

Ulster County: Climate Smart Communities participation



- Certified CSCs
 - Silver-level
 - [Ulster County](#) (2021 recertification planned)
 - [Kingston](#) (City)
 - Bronze-level
 - New Paltz ([Town](#) & [Village](#))
 - [Saugerties](#) (Town)
 - [Marbletown](#)
 - [Woodstock](#)
- Registered CSCs
 - Hurley, Shandaken, Olive, Rosendale, Esopus, Wawarsing, Shawangunk, Gardiner



Ulster County CSC resolutions, memorandums, and executive orders:

- Climate Smart Community Pledge: [Resolution No. 184, August 16, 2011](#): *Climate Smart Community Pledge for the County Of Ulster*
- Climate Smart Committee: [Resolution No. 185, August 16, 2011](#): *Dissolving The Global Warming Committee And Creating A Climate Smart Committee*
- CSC Coordinator: [Executive Order No. 1-2019](#): *Regarding the County's Use of Renewable Energy for the Years 2019 and 2020*
- Gold-level CSC certification by the year 2025: [Resolution No. 315.1, September 17, 2019](#): *Establishing A Policy Regarding Ulster County's Use Of Renewable Energy*

Local CSC Program participation: Many local municipalities are also capturing the benefits of participating in the CSC Program, and the County Department of the Environment and the Climate Smart Committee serve as a resource for Ulster County communities. The map below highlights local engagement with the CSC Program, and the CSC Task Force webpages and/or CSC Certification Reports of participating communities are linked below, where relevant. Additionally, the County Environmental Management Council [Municipal Environmental Committees](#) webpage provides links to other local environmental committees.

- Gardiner: [Climate Smart Task Force](#)
- Kingston (City): [Climate Smart Kingston Commission](#) | [CSC Report](#)
- Marletown: [Environmental Conservation Commission & CSC Task Force](#) | [CSC Report](#)
- New Paltz (Town): [CSC Task Force](#) | [CSC Report](#)
- New Paltz (Village): [CSC Task Force](#) | [CSC Report](#)
- Saugerties (Town): [Climate Smart Saugerties Task Force](#) | [CSC Report](#)
- Woodstock: [CSC Report](#)
- Ulster County: [CSC Report](#)

Ulster County: CSC resources

- CSC webpage: <https://ulstercountyny.gov/environment/climate-smart>
- Climate Smart Committee & CSC Task Force
- Other state & local technical assistance & funding opportunities

Ulster County Climate Action Plan (2019)



- Scope = County Government Operations
 - Greenhouse Gas (GHG) Emissions Inventory = Baseline
 - Inventory all energy usage/GHG emissions from:
 - Buildings & Facilities
 - Fleet Vehicles
 - Transit Vehicles
- GHG reduction goals
 - 25% reduction in GHG emissions by 2025
 - 80% reduction in GHG emissions by 2050
- Outlines various actions to achieve goals, including:
 - Buildings & Facilities- 1: Conduct additional building energy audits
 - Buildings & Facilities-15: Evaluate brownfields for solar development
 - Vehicle Fleet-6: Purchase electric grounds maintenance equipment
 - Transit Fleet-7: Purchase full size electric buses
 - Policy & Procedure-16: Right-size the local government fleet
- Webpage
 - <https://ulstercountyny.gov/environment/climate-action-plan>

Thank You



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Climate Smart Resiliency Planning

Opportunity: The Ulster County Climate Smart Municipal Task Force, in partnership with the Bard College Center for Environmental Policy graduate program, is offering two municipalities in Ulster County the opportunity to partner with Professor Monique Segarra's class this spring in completion of a Climate Smart Resiliency Planning Tool (CSRPT) and accompanying Gap Analysis report.

Background: The *Climate Smart Resiliency Planning Tool* (CSRPT) is an action that municipalities may complete under the [NYS Climate Smart Communities Program](#). It was developed as a non-regulatory tool to help local decision makers identify planning and adaptation opportunities to reduce their community's vulnerability to climate hazards, such as extreme precipitation, flooding, storm surge, sea level rise, extreme heat, heat waves, and drought. The tool is intended to initiate a facilitated discussion among local decision makers with the objective of identifying opportunities to improve local planning through incorporation of climate change considerations. By completing this self-assessment, local leaders can identify means to improve their resilience through existing planning, outreach, hazard mitigation, and response mechanisms.

- CSC Program Action: [PE7 Action: Evaluate Policies for Climate Resilience](#)
- Proposed Project Timeline
 - By March 1, 2021: Municipality - designate Municipal Liaison(s). This can be a volunteer, staff, or a local elected official. Their role will be to function as the primary liaison for the project in support of the Bard student group assigned to the municipality. In advance of the first project meeting, the Liaison will connect with municipal staff and other local stakeholder to compile the documents outlined in the "Plan Checklist" tab in the attached CSRPT (such as the comprehensive plans, zoning ordinances, open space plan, etc.). The Liaison will support the students throughout the project as needed, and will schedule a student presentation to the Town Board or other municipal advisory body (such as a Conservation Advisory Council) upon project completion.
 - March 15-31 (tentative): Project launch: The Municipal Liaison will schedule a kickoff meeting with the Bard student group, and they will collaborate for a period of two weeks with the students directly in review of the municipal plans and policies, via the questions outlined in the CSRPT. An initial Gap Analysis report will be drafted by the students.
 - April 1-15 (tentative): The Municipal Liaison, Professor Segarra, and Ulster County Climate Smart Municipal Task members will review the draft Gap Analysis report and provide feedback.
 - April 15-30 (tentative): The student groups will draft a final Gap Analysis Report and present the findings to the Town Board or other municipal advisory body.

Low Carbon Concrete Forum

Monday, March 29, 2021 6:00 – 8:00 PM

sponsored by

**Ulster County Department of the Environment
Ulster County Climate Smart Committee
Ulster County Environmental Management Council
Climate Reality Project – Hudson Valley/Catskill Chapter**



Concrete is the most commonly used building material in the world, and the second most used substance after water. Its central ingredient, Portland cement, is a leading source of global industrial emissions — making up 7% of global carbon emissions.

Because concrete must be manufactured close to where it is used, local governments and advocates can have an outsized role in driving climate-positive innovation in the sector through their purchasing and policy choices. Indeed, around the country, it is local municipal and county leadership and creativity that is having the biggest impact.

We invite participants join us on **Monday, March 29, 2021 at 6:00 pm** to explore the importance of addressing concrete's embodied emissions at the local level to achieve climate smart goals. The presentation will focus on specific policy and program actions that can be advanced on the local level.

Presenter: Chris Neidl

Co-Founder, OpenAir. Chris entered the low carbon concrete field in 2018, after a 15-year career as a clean energy advocate, educator and project developer in both North America and Asia. Chris is a co-founder of the volunteer grassroots climate advocacy network, OpenAir, which works to advance negative emissions solutions through collaborative advocacy and R&D projects.



Matthew P. Adams, Ph.D., NJIT. Matthew is currently an assistant professor of Civil Engineering at the New Jersey Institute of Technology, and a Richard P. Nathan Public Policy Fellow at the Rockefeller Institute of Government. His research and academic focus encompasses a wide tranche of subjects related to sustainable concrete innovation.

Discussion topics will include:

- Why concrete matters to the climate
- A survey of high impact local policies that NYS counties and municipalities can implement to decarbonize concrete.
- Call to action: Adopt the NYS Rivertown Sidewalk Mix, a low carbon concrete option for local governments.
- Low carbon concrete: a primer on forms, impacts, costs and local availability -- [Matthew P. Adams Ph.D, Assistant Professor of Civil Engineering, New Jersey Institute of Technology](#)

Monday, March 29, 2021

6:00-7:30 PM: Presentation and Q&A

7:30-8:00 PM: Watch Party – A short video will be streamed which provides background information on low carbon concrete.

Register at: https://ulstercountyny.zoom.us/meeting/register/tJctfu-ppj0iGNNDrrfE_bm6B9Oy3Ju6j9qk (preregistration required).





PE1 Action: Partnerships with Other Entities

3 Points

A. Why is this action important?

Actions to mitigate and adapt to the changing climate require local, regional, state, and national cooperation and involvement. Local governments can often achieve economies of scale and greater impact by cooperating with neighboring communities to implement complementary initiatives or collaborate on one cross-cutting issue that spans jurisdictional boundaries such as flooding.

B. How to implement this action

Collaboration with neighboring jurisdictions or partner agencies can take many forms and depends on the topic to be addressed. Local governments may elect to collaborate to jointly fund a climate and energy manager or sustainability coordinator position, develop a regional building retrofit program, deliver technical assistance or green jobs training, develop a regional adaptation plan, engage the public on topics of joint interest, or implement actions from the regional sustainability plan.

While developing a climate action plan, or as part of the implementation process, local governments should identify actions that require collaboration or support from other jurisdictions, regional agencies, or state departments.

Local governments should consider the following when determining how to collaborate with neighboring jurisdictions and partner organizations:

- Define how collaboration will help all parties achieve their objectives.
- Assess existing platforms for collaboration (e.g., regional sustainability planning consortia, CSC task forces).
- Determine the best suited person(s) within the partner organizations or jurisdictions to address the reason for collaboration.
- Identify the process by which the initiative can be executed, funding sources for implementation, etc.
- Develop a memorandum of understanding or similar document outlining the shared objectives, approach to collaboration, and specific actions for the various participants.
- Determine the best platform to celebrate the outcomes of the collaboration.

Local governments can also be eligible for points for this action if they have devoted significant resources to training or mentoring staff, volunteers, or residents of another community in climate or clean energy action.

C. Time frame, project costs, resource needs

The time frame for implementing this action depends on a range of factors, including the number of stakeholders involved and complexity of the action. Project costs may include staff time, funds to support an action or purchase, consulting services if the initiative requires analysis the stakeholders are unable to conduct, etc. Resource needs may include meeting space, information-technology equipment, and food and beverages for working meetings and the launch event (if one is held to inform and engage the public about the initiative).

D. Which local governments implement this action? Which departments within the local government are most likely to have responsibility for this?

This action is applicable to all types of local governments. The department or office with the responsibility for leading the

climate efforts is most likely to be responsible for this action, although it depends on the nature of the collaboration. These activities are typically led by the chief elected official's office, the city manager's office, or the departments of environment or planning, with assistance from the Climate Smart Communities (CSC) task force. Cross-department involvement and support are recommended.

E. How to obtain points for this action

Local governments that demonstrate cooperation with neighboring communities and relevant agencies in a manner that is consistent with the guidelines described here are eligible for three points.

F. What to submit

Local governments must submit meeting minutes, memorandum of understanding, or a report that explains how the local government collaborated with neighboring jurisdictions or partner agencies and the outcome. The collaboration must have taken place within three years prior to the application date or be currently active. If submitting meeting minutes, local governments should submit documentation for three meetings.

All CSC action documentation is available for public viewing after an action is approved. Action submittals should not include any information or documents that are not intended to be viewed by the public.

G. Links to additional resources or best practices

- [NYS Association of Regional Councils](#)
- [NYS Association of Metropolitan Planning Organizations](#)
- [Sustainable Westchester](#)
- [Hudson River Watershed Alliance, Intermunicipal Watershed Agreements](#)

H. Recertification requirements

The recertification requirements are the same as the initial certification requirements.