

**Exhibit 1: Memorandum of Understanding for the Implementation
of the Ashokan Watershed Stream Management Program
and Local Flood Hazard Mitigation**

This is an agreement between the following parties;

Party 1 Town of Olive (Town)

Party 2 Ulster County Soil & Water Conservation District (UCSWCD)
5 Park Lane, Highland, NY 12528

Party 3 Cornell Cooperative Extension of Ulster County (CCEUC)
232 Plaza Road, Kingston, NY 12401

Whereas, The UCSWCD/CCEUC and the Town both recognize that the streams of the Ashokan Watershed are a key element of the identity of the Town, and provides many environmental and economic benefits to the residents and businesses of the Town of Olive, and

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

Whereas, The UCSWCD/CCEUC, in partnership with the NYCDEP Stream Management Program have worked cooperatively since 2009 to develop a comprehensive Stream Management Program, and

Whereas, The UCSWCD/CCEUC and NYCDEP worked closely with a local Ashokan Watershed Stream Management Program (AWSMP) Stakeholder Council, the Town and other watershed stakeholders to develop the Ashokan Watershed Stream Management Program which takes a science-based, long-term management approach to the stream, and

Whereas, The AWSMP is consistent with the attached Statement of Stream Stewardship Principles with which the Town, UCSWCD/CCEUC and AWSMP Stakeholder Council agree, and

Whereas, The AWSMP provides guidance on protecting the safety and welfare of the citizens of the Town, and the public investment in Town infrastructure, and

Whereas, The Town has adopted by resolution the Esopus Creek SMP, and

Whereas, The Town shall conduct a Local Flood Analysis, and

Whereas, The UCSWCD/CCEUC and the Town desire to work cooperatively to implement the AWSMP Annual Action Plan and Local Flood Hazard Mitigation Plans 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 UCSWCD/CCEUC agree as follows,

1. Purpose

This Memorandum of Understand (MOU) sets forth the roles and responsibilities of the UCSWCD/CCEUC and the Town for the purpose of implementation of the AWSMP Annual Action Plan, Local Flood Hazard Mitigation Plan and the various recommendations and initiatives recommended in each. The agreement formalizes the cooperative and effective working partnership that the Town and UCSWCD/CCEUC have enjoyed for many years in regards to technical assistance, project coordination and other issues related to management of Ashokan watershed streams 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 MOU is renewable in five (5) year increments by resolution and written notification by each party prior to the expiration of the MOU.

3. Amendments

In the event that either party seeks to make substantive changes to this MOU, 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 MOU 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 UCSWCD/CCEUC additionally agree to make every good faith effort possible to settle any differences regarding this MOU.

5. Responsibilities of the UCSWCD/CCEUC

The UCSWCD/CCEUC, 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 AWSMP and Local Flood Hazard Mitigation Plan. This UCSWCD/CCEUC assistance shall include, but is not limited to the following:

- a. Provide a copy of the most recent versions of the AWSMP Annual Action Plan, and any additional updates, to appropriate Town and County department heads.

- b. Facilitate the AWSMP Stakeholder Council that will include representatives appointed by the Town. The AWSMP Stakeholder Council 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 MOU, relevant laws, rules/regulations, administrative/fiscal guidelines and policies or priorities of the Town.
- d. Provide the Town in the beginning of each spring, with a detailed annual action plan of stream management activities the UCSWCD/CCEUC 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 UCSWCD/CCEUC, in consultation with the AWSMP Stakeholder Council, NYCDEP Stream Management Program and other interested parties.
- e. Provide frequent reports on the status of the Annual Action 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 (e.g. Ulster County Planning and Public Works) to ensure close coordination and effective and efficient use of resources.
- h. Provide, within the limitations of available resources, UCSWCD/CCEUC 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 Ulster County Dept. of Public Works, on matters related to bridge design, culvert replacement, stream bank erosion and repair, stormwater management, critical area vegetation, stream crossings, emergency flood response and other issues related to natural resources and the Town's 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 AWSMP Annual Action Plan.
- Assist the Town with the completion of a Local Flood Analysis and implementation of the Local Flood Hazard Mitigation Plan.
- Assist the Town following flooding with stream repair design and the procurement of Federal Emergency Management Agency mitigation funding for upsizing of structures (e.g. bridges and culverts).

6. Responsibilities of the Town

The Town, within its limitations and authority, will work cooperatively with the UCSWCD/CCEUC, its various programs, and other agencies and stakeholders as may be involved in the implementation of the AWSMP and Local Flood Hazard Mitigation Plans. 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 any way from meeting its responsibilities under any other local, state or federal program. The Town's cooperation shall include, but is not limited to:

- a. Appoint a primary and secondary point of contact as their representatives to the AWSMP Stakeholder Council identifying individuals that will effectively represent the varied interests of the Town, and its stakeholders.
- b. Work with the UCSWCD/CCEUC and the AWSMP Stakeholder Council, to develop an Annual Action Plan that will identify specific projects and initiatives related to implementation of the AWSMP, 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 UCSWCD/CCEUC to clearly understand the work that is proposed for the following year and the respective roles of the Town and UCSWCD/CCEUC.
- c. Distribute the Action 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 Esopus Creek SMP and to access technical assistance available through the UCSWCD/CCEUC.
- d. Utilize the Ashokan Watershed Stream Management Plans as a primary guidance document for Town activities as they relate to the Esopus Creek, its tributaries and associated natural resources.
- e. Work cooperatively with the UCSWCD/CCEUC to identify, secure and manage funds from multiple sources as may be appropriate to meet the objectives set forth in the Annual Action Plan.

- f. Work with the UCSWCD/CCEUC to develop a post-flood protocol to maximize the effectiveness of the resources the UCSWCD/CCEUC can provide. Including, but not limited to, stream repair design and the procurement of FEMA mitigation funding for upsizing of structures (e.g. bridges and culverts).

7. Funding

This instrument is neither a fiscal nor a funds obligation document. The UCSWCD/CCEUC 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 UCSWCD/CCEUC 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 UCSWCD/CCEUC 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: _____
Gary Capella, Executive Director
Ulster County Soil & Water Conservation District

Date: _____

Signed: _____
Lydia Reidy, Executive Director
Cornell Cooperative Extension of Ulster County

Date: _____

Signed: _____
Sylvia Rozzelle
Supervisor Town of Olive

Date: _____