



**Hamilton County Soil and Water Conservation District**  
 103 County View Drive, PO Box 166  
 Lake Pleasant NY 12108 518-548-3991  
 hcsxcd@frontiernet.net [www.hcsxcd.com](http://www.hcsxcd.com)  
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*Working to manage and promote the wise use of natural resources in Hamilton County since 1965.*

## **Board of Directors Meeting Minutes January 3, 2023**

Hamilton County SWCD office, 103 County View Drive, Lake Pleasant NY 12108  
 and on Zoom

**Board of Directors**

Victoria Buyce, Chairperson  
 John M. Stortecky, Vice Chairperson  
 Betsy Bain, Town Supervisor  
 Shawn Hansen, Member-at-Large

**Absent**

Ryan Cunningham, Associate  
 Environmental Analyst, Soil and Water  
 Conservation Committee  
 Tom Bielli, District Conservationist,  
 Natural Resources and Conservation  
 Service

**District Staff**

Caitlin Stewart, District Manager  
 Marjorie Remias, Clerk and Secretary to the Board  
 Leonard Croote, District Technician  
 Katie WhitKovits, District Technician

- I. Call to order with introductions** – Buyce called the meeting to order at 9:41 a.m.
- II. Pledge of Allegiance and Roll Call** conducted. Board member Stortecky attended via Zoom. All others attended in person
- III. Reading and approval of the December 6, 2022, meeting minutes** – The minutes were provided in advance of the meeting.
  - **A motion was made by Bain seconded by Buyce to approve the December 6, 2022, meeting minutes. All voted in favor, motion carried.**
- IV. Treasurer’s Report** – Remias reviewed the Treasurer’s Report and requested a transfer of \$590.43 from AEM to General account, and \$5,000.00 from General to Vehicle & Equipment Replacement Fund account per approved 2023 budget.

<b>Balance</b>	<b>11/30/22</b>	<b>\$241,137.20</b>
<b>Receipts</b>		<b>60,528.93</b>
<b>Disbursements</b>		<b>88,216.22</b>
<b>Balance</b>	<b>12/31/22</b>	<b>\$213,449.91</b>

- **A motion was made by Bain, seconded by Buyce to accept the Treasurer’s report, approve the bills to be paid, and the transfer request of \$590.43 from AEM to General account, and \$5,000.00 from General to Vehicle & Equipment Replacement Fund account. All voted in favor, motion carried.**
- V. **2023 Organizational Items** - Stewart emailed the Annual Organizational Items in advance of the meeting, and they are appended to the minutes. Stewart went over the items and the need for a Personnel Committee which assists with hiring new employees and reviewing staff misconduct situations as needed. Board members Stortecky, Buyce, and Bain volunteered to be on Personnel Committee.
- **A motion was made by Buyce, seconded by Bain to accept the 2023 Annual Organizational Items. All voted in favor, motion carried.**
- VI. **RESOLUTION RECOMMENDING THE APPOINTMENT OF CHRIS RHODES TO THE BOARD OF DIRECTORS OF THE HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**DATED JANUARY 3, 2023**

**BY: Ms. Bain**

**WHEREAS**, Town of Wells Supervisor Nick Mauro resigned, creating a vacancy on the Board of Directors of the Hamilton County Soil and Water Conservation District, therefore, be it

**RESOLVED**, that the Hamilton County Soil and Water Conservation District Board of Directors does recommend to the Hamilton County Board of Supervisors the following appointment to the above said District Board:

Chris Rhodes to serve as Supervisors’ Representative for a term of one year, commencing January 5, 2023, and terminating December 31, 2023.

**SECONDED BY:** Ms. Buyce and adopted by the following vote:

**AYES:** Mr. Stortecky, Ms. Bain, Ms. Buyce

**NAYES:** None

**ABSTAIN:** None

**ABSENT:** Mr. Hansen

**VII. RESOLUTION: AGREEMENT BETWEEN THE OSWEGO COUNTY SOIL AND WATER CONSERVATION DISTRICT AND HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**DATED JANUARY 3, 2023**

**BY: Mr. Stortecky**

**AGREEMENT**, made this 3day of January, in the year 2023, between Oswego County Soil and Water Conservation District (hereinafter “DISTRICT”), a subdivision duly organized and existing under the laws of the State of New York, and Hamilton County Soil and Water Conservation District, a subdivision duly organized and existing under the laws of the State of New York, with principal offices at P.O. Box 166, Lake Pleasant, New York 12108 (hereinafter “RECIPIENT”).

**WHEREAS**, the RECIPIENT presently receives funds appropriated to the Department of Environmental Conservation (hereinafter “DEC”) which are intended for its Finger Lakes-Lake Ontario Watershed Protection Alliance (hereinafter “FLOWPA”) water quality program, and

**WHEREAS**, funds have been appropriated to the DEC by a Section of the Laws of 2022, and

**WHEREAS**, on behalf of the RECIPIENT, the DISTRICT entered into a prior Agreement with DEC, which was assigned Contract Number C311775-2223, with the understanding that the RECIPIENT assumed responsibility for completing its programs as described in its narrative and as approved by DEC; and

**WHEREAS**, the DEC, DISTRICT, and RECIPIENT have created the Water Resources Board Reserve Fund for the deposit of aforesaid funds;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and conditions contained in Contract Number C311775-2223, the DISTRICT and the RECIPIENT agree as follows:

1. **TERM**: The term of this Agreement shall commence on April 01, 2023 and shall terminate on December 31, 2024. Reimbursement for previously incurred expenses may be made back to January 01, 2023. A no-cost time extension may be filed to extend to contract term.
2. **AGREEMENT AMOUNT AND PROJECT DESCRIPTION**: The DISTRICT agrees to make available to the RECIPIENT a sum not to exceed \$97,200.00 (NINETY-SEVEN

THOUSAND TWO HUNDRED DOLLARS) for the RECIPIENT’S Finger Lakes - Lake Ontario Watershed Protection Alliance water quality program (herein referred to as the “PROJECT”) and described in the Program Narrative, Schedule A, which is attached to and made a part of this Agreement.

3. AGREEMENT BUDGET: An estimated budget for the PROJECT labeled “Schedule B – Budget” is attached to and made a part of this Agreement. The RECIPIENT shall spend funds paid to it under this Agreement in strict accordance with Schedule B. The RECIPIENT agrees to expend these funds in total accord with all applicable laws, rules and regulations. A RECIPIENT who is a municipality also agrees to expend these funds in total accord with the provisions and rules and regulations of the General Municipal Law. A RECIPIENT who is a Not-for-Profit also agrees to expend these funds in total accord with the provisions and rules and regulations of the General Business Law.

4. INITIAL ADVANCE PAYMENT. DISTRICT upon receipt of sufficient grant funds from DEC, will distribute 75% of the total grant (\$72,900.00) to the RECIPIENT within 48 hours after execution and delivery of Agreement to DISTRICT.

5. FINAL PAYMENT. A final payment of up to \$24,300.00 (TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS and 00/100) may be paid to the RECIPIENT by the DISTRICT only upon the satisfactory determination of the final eligible amount made by the DISTRICT. Determination of the final eligible amount of the PROJECT will be based upon the DISTRICT’S review of the RECIPIENT’S final voucher submission as described in the “Water Resources Board Instructions to Close Out Contracts and Amend FLOWPA Budgets” issued by the WRB.

6. ELIGIBLE EXPENDITURES. Eligible expenditures for the PROJECT are those expenditures which are identified in the attached Schedule B and which are in accordance with the applicable appropriation authority. Light food and beverage costs for member-county water quality implementation projects may be eligible expenses when warranted and approved in associated work plans.

7. The RECIPIENT shall bear responsibility for any and all expenditures which it incurs over and above those authorized by the grant for the PROJECT and shall hold the DISTRICT and DEC harmless from any liability as a result thereof.

8. The DISTRICT shall bear responsibility for any misappropriations or expenditures which it incurs over and above those authorized by the grant for the PROJECT and shall hold the DEC and RECIPIENT harmless from any liability as a result thereof.

9. Payment shall be made upon audit and approval of the DISTRICT of vouchers executed by an authorized officer of the RECIPIENT. Any claims for reimbursement shall be accompanied by such receipts and documents verifying expenditures as may be required by the DISTRICT, DEC, or State Comptroller.

10. The RECIPIENT shall issue a certificate of completion of the PROJECT and a final voucher to the DISTRICT within 30 days of the completion of said PROJECT or within 30 days of the expiration of this Agreement. The DISTRICT will conduct a final review of the PROJECT, which may include an on-site inspection by DEC or DISTRICT at a time satisfactory to DEC or DISTRICT. If the PROJECT is not complete by the ending date of the contract, the DEC or DISTRICT may request a complete accounting of expenditures on the PROJECT.

11. The RECIPIENT will be required to make a refund to the Water Resources Board Reserve Fund of any portion of amounts advanced under this Agreement which are not used or needed to accomplish the PROJECT, based on the DISTRICT's determination. If the RECIPIENT fails to submit a final report within ninety (90) days after the expiration of this Agreement, a no cost time extension of the PROJECT shall be made as mutually agreed by the DISTRICT and RECIPIENT. If no such extension is made, DISTRICT shall, in writing, demand the return of all funds previously advanced to the RECIPIENT that have not been expended as of the date of written notice from DISTRICT. Those unexpended funds shall accrue to the Water Resources Board Reserve Fund and shall become immediately due and owing.

12. The DISTRICT shall be responsible for establishing and maintaining standard accounting procedures for the distribution of all grant funds received by it for the RECIPIENT to meet the requirements of the DEC.

13. The RECIPIENT shall keep accurate and separate accounting and fiscal records, maintain an efficient and accurate cost-keeping system for all receipts and disbursements for all funds attributable to this Agreement. The RECIPIENT shall produce such records for examination at such reasonable time or times as may be designated by the DISTRICT, DEC, the State Comptroller or their duly authorized representatives. The RECIPIENT shall permit extracts therefrom and copies thereof to be made by the DISTRICT, DEC and the State Comptroller or their duly authorized representatives.

14. The RECIPIENT shall complete the PROJECT as set forth in this Agreement, and failure to render satisfactory progress or to complete the PROJECT to the satisfaction of the DISTRICT may be deemed an abandonment of the PROJECT and cause for the suspension or termination of any obligation by the DISTRICT. In the event the RECIPIENT shall be deemed to have abandoned the PROJECT for any reason or cause, other than a National Emergency or an act of God, all moneys delivered by DEC to the DISTRICT and deposited

into the Water Resources Board Reserve Fund and in turn distributed to the RECIPIENT shall be repaid by the RECIPIENT to the Water Resources Board Reserve Fund within one (1) year of such demand. If the RECIPIENT does not agree that it has abandoned the PROJECT, it shall within twenty (20) days of receipt of said notification, give written notice to the DISTRICT that it requests that the determination of the DISTRICT be reviewed by a three (3) person committee comprised of a representative designated by the Executive Committee of the Water Resources Board (who is not affiliated with any of the member counties), Chief of Policy, Planning and Partnerships Section of the Division of Water (of DEC) or his/her appointee, and a representative of the RECIPIENT. This dispute shall be reviewed by this committee within forty-five (45) days of RECIPIENT'S request for a hearing and a decision shall be rendered by the committee within thirty (30) days after the hearing, which decision shall be binding upon the parties hereto. If such moneys are not repaid within one (1) year of such demand, the DISTRICT will cause an amount equal to the moneys defined herein and paid to the RECIPIENT to be withheld from any further payments to be made to the RECIPIENT pursuant to this Agreement. If all payments have been made to the RECIPIENT pursuant to this Agreement then in that event an amount equal to the moneys defined herein shall be withheld from the RECIPIENT for any future State assistance provided to FLOWPA through DEC to which the RECIPIENT would otherwise be entitled. This provision shall take precedence over Clause I of Appendix B referred to in paragraph 25 of this Agreement.

15. That the RECIPIENT shall in the absence of negligence or willful misconduct save and hold harmless the DISTRICT from any and all claims, loss, damages, suits, actions, or judgments of whatsoever kind or nature arising out of the making of this Agreement, including but not limited to any actions by the DISTRICT to collect funds from abandoned PROJECTS as more particularly referred to in Paragraph 14 above.

16. In the event the moneys defined herein are to be used for the development of facilities, the RECIPIENT shall comply with all requirements for providing barrier free access for the handicapped as established by Article 4A of the New York State Public Buildings Law and relevant sections of the New York State Uniform Fire Prevention and Building Code

17. The RECIPIENT is nonsectarian and shall not at any time sell or convey any real property or facility developed pursuant to this Agreement, nor shall the RECIPIENT convert such real property or facility to any other use other than the public nonsectarian use as specified in the program narrative without the express written authority of the DISTRICT or DEC.

18. Facilities developed or equipment purchased pursuant to this Agreement, upon request, shall be made available at any reasonable time for inspection by the DISTRICT or DEC.

19. In recognition of a portion of DEC funds made available for the PROJECT, the RECIPIENT agrees that any identifying signs will note that portions of this PROJECT were funded by New York State. In addition, the RECIPIENT agrees to allow public access to any facilities developed with moneys defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Agreement or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the PROJECT.

20. The RECIPIENT also agrees to seek approval for all publicity, presentations, announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under this contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall: acknowledge the support of the State of New York and state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the RECIPIENT and do not necessarily represent the opinions, interpretations or policy of the State.

21. The RECIPIENT agrees that it will not receive reimbursement from other sources for any expenditures funded under this Agreement except in accordance with the provisions of this Agreement.

22. Any equipment, furniture, supplies or other personal property purchased with funds provided hereunder, cannot be sold, transferred or used for purposes other than the PROJECT for a period not less than five (5) years after the date of the final payment under this Agreement or five (5) years after the date that the final payment was due, without written approval of the DISTRICT. Any revenue from the sale or transfer of said equipment, furniture, supplies or other personal property must be reported by the RECIPIENT on the final voucher submission.

23. The RECIPIENT agrees to obtain all required permits, including but not limited to local, state, and federal permits, prior to the commencement of the applicable stage(s) of the PROJECT development.

24. The State and therefore the DISTRICT will not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient moneys are available for transfer to such account of this fund after required transfers pursuant to section 99-d (3) of the State Finance Law.

25. The RECIPIENT shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status. The RECIPIENT shall make and document its conscientious and active efforts to employ and

utilize minority group members and women in its workforce on State Contracts. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

26. The RECIPIENT agrees to make reasonable efforts to encourage participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this PROJECT, and agrees to retain the documentation of these efforts. The RECIPIENT agrees to comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

27. The RECIPIENT agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The RECIPIENT agrees to document these efforts and to provide said documentation to New York State upon request.

28. Nothing in this Agreement shall create nor be construed to create any liability or responsibility on the part of the State of New York, the DEC, or the DISTRICT, or any of their employees or contractors, beyond the transfer of funds as specifically provided herein.

29. The State and therefore the DISTRICT may terminate the AGREEMENT immediately upon written notice if the RECIPIENT fails to comply with the material terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT. Upon receipt of notice of termination, the RECIPIENT agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of the DISTRICT.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**SECONDED BY:** Ms. Bain and adopted by the following vote:

**AYES:** Mr. Stortecky, Ms. Buyce, Ms. Bain

**NAYES:** None

**ABSTAIN:** None

**ABSENT:** Mr. Hansen



**VIII. RESOLUTION HONORING NICK MAURO FOR HIS EXCEPTIONAL SERVICE AS HAMILTON COUNTY SUPERVISOR OF THE HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT’S BOARD OF DIRECTORS**

**DATED JANUARY 3, 2023**

**BY: Ms. Bain**

**WHEREAS**, Nick Mauro served as a member of the Hamilton County Soil and Water Conservation District’s Board of Directors since January 1, 2022, and

**WHEREAS**, under his leadership, District staffing capacity expanded to include seasonal technicians and full time District Technicians, and

**WHEREAS**, he was responsible for overseeing the establishment and enhancement of Hamilton County Soil and Water Conservation District programs, including: Septic System Replacement Fund, Libraries Love Lakes, Hamilton County Trail Stewardship Program, Water Monitoring Program, Hydroseeding, Agricultural Environmental Management, Sediment and Erosion Control Program, Recycling Programs, Invasive Species Program, Adirondack Tree and Shrub Sale, Water Testing Program, Water Quality Coordinating Committee, and GIS Services, and

**WHEREAS**, with his guidance, many special projects and events were implemented, including: Snowmobile Trail GIS Project for Municipalities, Adirondack Waterfest, Warner Brook Stabilization and Fish Passage Project, Uncus Road Culvert Replacement Project, and East Stony Creek Stabilization Project, and

**WHEREAS**, his volunteerism facilitated District events including the Lynn Galusha Memorial Conservation Field Day, and the Hamilton County Envirothon, and

**WHEREAS**, under his leadership, the District received awards including recognizing Technician Lenny Croote for 20 years of service by the New York State Conservation District Employees’ Association, and

**WHEREAS**, numerous grants were awarded under his leadership, including \$129,100 in grant funds and contracts for Upper Hudson River Roadside Remediation Program Phase I, Uncus Road Culvert Replacement Project, Long Lake, Community Resiliency Training Program, DEC Member Item Funds - Sixth and Seventh Lake Association for Eurasian watermilfoil harvesting, and the Finger Lakes – Lake Ontario Watershed Protection Alliance contract, and

**WHEREAS**, his strong knowledge of natural resources guided the staff to implement countless conservation practices to all corners of Hamilton County, and

**WHEREAS**, his service was performed with the highest standards of integrity, and the District and County have benefited greatly from his outstanding leadership and promotion of conservation, and

**WHEREAS**, the Hamilton County Soil and Water Conservation District Board of Directors and staff are proud to have worked with Nick and express deep appreciation for his outstanding dedication and commitment, now, therefore, be it

**RESOLVED**, that this resolution be spread upon the minutes of the proceedings of the Hamilton County Soil and Water Conservation District as a permanent record to honor Nick Mauro for his service as Director.

**SECONDED BY:** Mr. Stortecky and adopted by the following vote:

**AYES:** Ms. Buyce, Ms. Bain, Mr. Stortecky

**NAYES:** None

**ABSENT:** Mr. Hansen

**ABSTAIN:** None

- IX. Remote and Hybrid Board of Directors Meeting Policy-** Stewart emailed the policy in advance of the meeting reviewed it. Discussion ensued.
- **A motion was made by Buyce, seconded by Bain to adopt the Remote and Hybrid Board of Directors Meeting Policy. All voted in favor, motion carried.**
- X. Remote Work Policy** – Stewart emailed the policy in advance of the meeting and reviewed it. Discussion ensued.
- **A motion was made by Stortecky, seconded by Buyce to adopt the Remote Work Policy. All voted in favor, motion carried.**
- XI. Cell Phone Policy Revision** – Stewart emailed the policy revision in advance of the meeting and reviewed it. Discussion ensued.

- **A motion was made by Buyce seconded by Stortecky to adopt the revision to the Cell Phone Policy, adding Marj Remias and seasonal technicians at \$15 per month reimbursement, and Katie WhitKovits at \$30 per month reimbursement. All voted in favor, motion carried.**

**XII. 2022 Risk Management Plan** - Stewart emailed the plan in advance of the meeting, and it is appended to the minutes. Stewart went over items in the plan that keep our equipment and workers safe.

- **A motion was made by Stortecky, seconded by Bain to accept the 2022 Risk Management Plan. All voted in favor, motion carried.**

**XIII. District activities**

a) **Welcome new Technician Katie WhitKovits!** – Stewart reported that WhitKovits has been an asset to the team since her first day. She has shown professional customer service when answering the phone, has assisted with the Water Quality Symposium, and is reviewing AEM materials. WhitKovits shared a bit about herself with the board.

b) **Draft watershed health and farming justice legislation update** – Stewart reported that she attended a statewide manager’s meeting in December about this and has created a centralized folder with sample resolutions, letters, and press releases that all Districts and NYACD can access. At this point, the bill has not yet been sponsored by an assemblyman or senator. At the next meeting she plans on having a resolution drafted for the board to pass and will subsequently update the county Board of Supervisors.

c) **Water Quality Symposium registration** – Stewart reported that as CDEA Vice President of the New York State Conservation District Employees Association, she is organizing the 2023 annual Water Quality Symposium to be held March 14 – 17 at the Double Tree Hotel, East Syracuse. This unique training experience is the most effective professional development experience available to participants, with trainings in ag, non-ag, forestry, clerk, and education. Full Conference Single registration costs \$520, and double costs \$420 per person. Each Soil and Water District will receive a coupon for one free admission courtesy of CDEA. Training is in the 2023 budget. Stewart will email the directors the registration packet once it goes live.

- **A motion was made by Bain, seconded by Buyce to permit all interested Hamilton County SWCD staff and Directors to register for the 2023 Water Quality Symposium. All in favor, motion carried.**

d) **NACD membership fee** - NACD is the national voice for all conservation districts and state and territory associations of conservation districts. NACD supports voluntary, incentive-driven

natural resources conservation programs that benefit all American citizens and residents. With a strong membership base, NACD is able to provide the following resources and materials: member services, national communications and networking opportunities, conservation stewardship, and grassroots advocacy.

- **A motion was made by Buyce, seconded by Stortecky to approve the payment of the 2023 National Association of Conservation Districts membership fee in the amount of \$250. All in favor, motion carried.**
- e) **Laptop purchase for technicians** – Croote requested approval to purchase two laptops with the capacity to run ArcGIS software for himself and new technician Katie WhitKovits. This will enhance their ability to work remotely and in the field. Stewart proposed a budget of \$8,000. Discussion ensued.
- **A motion was made by Bain, seconded by Stortecky for the purchase of two laptops with a budget of \$8,000. All in favor, motion carried.**
- f) **Adirondack Tree and Shrub Sale** – Croote reported that all the items for this year’s sale have been ordered. There will be an increase in prices as the cost of the trees, shrubs and miscellaneous items have risen. The increase will be on average \$3 to \$5 per item and the Directors approved.
- g) **Insurance review** - Stewart reviewed the 2023 insurance policy. The District declined purchase the optional Terrorism Coverage.

Coverage Part	Policy Number	Subtotal	TRIA	Total
General Liability	PE-4635423-06	\$3,031	\$0	\$3,031
Public Officials Liability	PO-4635423-06	\$924	N/A	\$924
Business Auto Liability	BA-4635423-06	\$1,050	N/A	\$1,050
Auto Physical Damage	BA-4635423-06	\$450	N/A	\$450
Commercial Property	PE-4635423-06	\$232	\$0	\$232
Commercial Inland Marine	PE-4635423-06	\$247	\$0	\$247
Commercial Crime	PE-4635423-06	\$292	N/A	\$292
<b>Terrorism - Declined</b>	<b>Total</b>	<b>\$6,226</b>	<b>N/A</b>	<b>\$6,226</b>

- f) **2022 Annual Report** - Stewart disseminated and provided a brief overview of the document.
- g) **2022 4<sup>th</sup> Quarter Annual Plan of Work** – Stewart disseminated the 2022 APOW. She reported that 2022 was a banner year for conservation in Hamilton County and commended the team for providing science-based customer service to landowners, delivering events, and accomplishing diverse program goals.

**h) Agricultural Environmental Management** – WhitKovits reported that she has been reviewing the strategic plan for Hamilton County and has been looking at other counties’ plans as well to determine what changes and improvements could be made to help us to get funding for people. One of her main action items is to do a full county inventory of all the possible producers and farms which would also familiarize her with the county. She reported she is waiting on access to the statewide SharePoint website that has many great resources for AEM.

**i) Watershed partnership update**

- i. **FOLLOWPA** – Remias and Stewart will submit the FY2020-21 close out documents. Stewart met with Assemblyman Smullen to review FOLLOWPA accomplishments in Hamilton County. Lenny is in the beginning stages of working with the Town of Inlet on a sidewalk green infrastructure project.
- ii. **Upper Hudson River Watershed Coalition** – Allison Gaddy, Lake Champlain Lake George Regional Planning Board, and Stewart completed and submitted all contract materials to DEC for the Roadside Erosion Remediation Grant Part II Water Quality Improvement Project grant. As President, Stewart provided an annual report at the Warren County SWCD board meeting, and is preparing for the January meeting.
- iii. **St. Lawrence River Watershed Project** – WhitKovits attended the December 20 meeting.
- iv. **Mohawk River Watershed Coalition** – Stewart attended the Mohawk River Basin Steering Committee meeting on December 9. As President, Stewart is preparing for the January meeting.
- v. **Black River Watershed** – Stewart and WhitKovits attended a Black River Adaptive Modeling meeting on December 16. They submitted stakeholder contact information to the form. A Stakeholder Meeting will be held on Zoom January 25.

**j) Conservation Education**

1. Conservation Field Day – Stewart and WhitKovits presented awards at Lake Pleasant Central School to fifth and sixth graders.
2. Lake Pleasant Central School Conservation Curriculum – Stewart and WhitKovits are partnering with the Lake Pleasant Sacandaga Association to develop a 3-year program based on erosion, water quality, and invasive species.

**k) Other**

1. **Septic System Replacement Fund** – Croote reviewed three reimbursement requests. Stewart submitted reimbursement paperwork to the county, updated finances, and answered landowner inquiries.
2. **Lake Monitoring Program Data** – Our lake monitoring data was cited in an article in the *Albany Times Union*: Declining Adirondack lake oxygen levels threat to cold-water fish, study says. A new research paper from RPI and Cornell analyzed deoxygenation trends in around 400 lakes worldwide, including over a dozen in the Adirondacks. “Paul Bukaveckas, a Virginia Commonwealth University professor who has studied Adirondack lakes since the 1980s, is finishing up a paper that uses data from the Hamilton County Water and Soil Conservation District. The data included temperature and oxygen measurements at different depths on 17 Adirondack lakes, known as profiles. The 25 years of Hamilton County data showed that dissolved oxygen levels had declined in a significant number of lakes. In the early 1990s, 73 percent of the studied lakes registered average summer dissolved oxygen levels above 5 mg/l. By 2021, 55 percent of the lakes exceeded the oxygen threshold. Bukaveckas projected that by 2045 around 45 percent of the studied lakes would meet the threshold.”

**XIII. Staff reports** – Stewart disseminated and emailed copies of the staff reports.

**XIV. District Conservationist’s report** – No report.

**XV. New York State Soil and Water Conservation Committee report** – appended to minutes.

**XVI. Correspondence** – 2023 Legislative Days has been moved to February 27th and 28<sup>th</sup> and The Class C stream bill was vetoed.

**XVII. Next meeting date** – January 3, 2023, 9:30 AM, Hamilton County SWCD office, 103 County View Drive, Lake Pleasant NY 12108 and virtually on Zoom.

**XVIII. Adjournment** – A motion was made by Bain, seconded by Buyce to adjourn the meeting at 10:45 a.m. All in favor, carried.

Respectfully Submitted



Marjorie Remias  
Secretary to the Board/Treasurer

**District Manager's report**  
**Submitted by Caitlin Stewart**

- **Administration**
  - Prepared for Katie's arrival, provided orientation
  - Completed APOW Quarter 4
  - Completed Sexual Harassment training
  - Researched and wrote Remote and Hybrid Board of Directors Meeting Policy
  - Researched and wrote Remote Work Policy
  - Revised Cell Phone Policy
  - Updated 2022 Risk Management Plan
  - Compiled 2023 Organizational Items
  - Reviewed District finances
  - Board of Directors – minutes and meeting preparation
  - Staff meetings to coordinate work schedules
- **Technical Assistance**
  - Assisted the public with other conservation inquiries
- **Watershed Coalitions**
  - As president, I facilitate the Upper Hudson and Mohawk River Watershed Coalitions by holding meetings and assisting with grants.
  - Participated in the St. Lawrence River Watershed Project, Finger Lakes/Lake Ontario Watershed Partnership Alliance, and the Black River Watershed to ensure Hamilton County's watershed priorities are maintained.
  - Attended Warren County SWCD board meeting on December 19 and gave a presentation for the UHRWC
- **Conservation Education**
  - CFD awards for Lake Pleasant
  - Conversations with LPSA to develop curriculum
  - 2022 Year in Review video
- **Septic System Replacement Fund**
- **New York State Conservation District Employees Association**
  - Assisted with state-wide Managers' Meeting via Zoom
  - Attended Technical Advisory Committee meeting
  - Facilitated Media Committee meeting
  - Working on January CDEA Newsletter
  - Water Quality Symposium – finalizing registration packet and classes, attended meetings to discuss the event
- **Events and Meetings**
  - Attended the Northeast Association of Conservation District Employees meeting on December 9 to discuss partnership opportunities for future training sessions
  - Attended SWCC's Managers' Meeting December 13 – 14, participated in the Recruitment and Retention panel by providing comments and answering inquiries

**District Technician's report  
Submitted by Lenny Croote**

**General**

Project Permits  
Survey Morehouse Dry Hydrant  
Higgins Bay Cemetery Layout  
Office cleaning  
Review and updated inventory list  
Finished VanSlyke Culvert installation  
Rhodes pit renewal  
Tree and Shrub 2023

**District Technician's report  
Submitted by Katie WhitKovits**

- My 1<sup>st</sup> day was December 12<sup>th</sup>!
- Visited several stream/culvert projects with Lenny
- Attended Black River Adaptive Modeling (BRAM) planning meeting
- Attended St Lawrence River Watershed Project (SLRWP) meeting
  - Reviewing the St. Lawrence Revitalization Plan Executive Summary
- Attended Social Media meeting
- Prepped and presented Conservation Field Day Awards with Caitlin at Lake Pleasant CSD
  - Prepared awards for Wheelerville and Wells to be presented in January
- Observed work on the Town of Benson culvert project Lenny was working on
- Conducted a Dry Hydrant survey with Lenny
- Created a list of SWCD managers statewide with name, phone numbers, and email addresses
- Worked on Water Quality Symposium class descriptions and schedule with Caitlin
- Completed Sexual Harassment training
- Obtained quote for an EMRiver EM2 Stream Table
- Submitted our NYS Envirothon 2023 Intent Form
- I plan to serve on the Environmental Education Foundation and assist with their fundraising efforts for the state and national Envirothon events
- Facebook posts about the snowstorm, the winter solstice, the BRAM Stakeholder meeting, and the New Year
- Agricultural Environmental Management
  - Organizing and reviewing files
  - Reviewing and reworking the Hamilton County Strategic Plan
- Future work



- I plan to take an active role with the WQCC and involve other relevant agencies
- Continue AEM trainings and further develop the program
- A trash pick-up day in Inlet
- Educational Field Trips
- Treating Invasive Species including the beetle rearing program for purple loosestrife
- Learn to use Animoto to make videos of our projects/events including CFD
- Everything else too, I'm so excited to be a part of this team!

### **Region 4 Report – November 2022**

**Submitted by: Ryan Cunningham – Region 4 Associate Environmental Analyst**

#### **NYS SWCC News**

**New Division Administrative Assistant:** Please join us in welcoming Melissa Gordon to the Division of Land and Water Resources as our new Administrative Assistant! We are so pleased to have Melissa joining our team. Among her various duties in support of SWCC and Farmland Protection Unit mission goals, you will begin to see emails from Melissa ([melissa.gordon@agriculture.ny.gov](mailto:melissa.gordon@agriculture.ny.gov)) that are sent on behalf of the SWCC. Welcome Melissa!

**2022 State Aid to Districts – DUE 2/15:** All 2022 annual reporting documents (State Aid, Treasurers Report, Annual Report, etc.) are now available on the SWCC SharePoint <https://nysemail.sharepoint.com>, under Resources for Districts – State Aid to Districts. All reports are due to the State Committee by **February 15, 2023**. Please contact [ben.luskin@agriculture.ny.gov](mailto:ben.luskin@agriculture.ny.gov) or your Regional AEA with any questions.

**Round 28 AGNPS and Round 6 CRF Plans of Work:** Please submit plans of work for projects awarded through Round 28 AGNPS and Round 6 CRF to your Regional AEA for review and approval. Submitting this information as soon as possible can help to expedite the contracting process.

**Climate Leadership and Community Protection Act (CLCPA) Scoping Plan:** On December 19<sup>th</sup>, 2022, the NYS Climate Action Council (CAC) voted to approve the CLCPA Scoping Plan. The Scoping Plan provides a road map for how New York State will meet the emission reduction targets set by the law. Chapters 15 (Agriculture and Forestry), 19 (Land Use), and 21 (Adaptation/Resilience) include strategies for the farm and forest sectors to both reduce emissions, increase carbon sequestration/storage and elevate adaptation/resilience. The agricultural and forestry strategies call in part for the expansion of current programs and conservation technical assistance through SWCDs. Please click the link for the entire scoping plan <https://climate.ny.gov/resources/scoping-plan/>.

**NYS SWCC Cost Share Program Procurement Policy:** In March 2021, the Procurement Policy and Form utilized by NYS SWCC Cost Share programs was updated. This policy and the updated Procurement Record must be used for projects that were procured after March 2021. For all active contracts, please be sure to collect appropriate proofs of payment for each project invoice. Acceptable proofs of payment are defined in the Procurement Policy.

**January SWCC Meeting:** The next SWCC meeting is scheduled to convene at **10:00 AM on January 24<sup>th</sup>**. Further details and an agenda for this meeting will be sent out shortly. Reminder – participation at a SWCC meeting is eligible toward PM1, Part C of State Aid to Districts.

**Ag Value Assessment Liaisons from Tax and Finance:** The Department of Tax and Finance has compiled a county-by-county list of Customer Service Liaisons who are available to help answer questions related to the Agricultural Value Assessment Program:  
<https://www.tax.ny.gov/research/property/regional/crmlist.htm> Please be patient with the liaisons as many of them will be learning along with you. For questions related to the annually updated soils series or soil classifications, please reach out to Jason Mulford [jason.mulford@agriculture.ny.gov](mailto:jason.mulford@agriculture.ny.gov). For other questions related to values per acre, landowner issues, and Agricultural Districts, please contact Jeff Kehoe [Jeffrey.kehoe@agriculture.ny.gov](mailto:Jeffrey.kehoe@agriculture.ny.gov).

### **Other Events**

**New York Chapter of the Soil and Water Conservation Society Annual Meeting:** Farmers and agricultural service providers are invited to attend the Annual Meeting of the Empire State Chapter of the Soil and Water Conservation Society on **January 24, 2023**, at the Cayuga County Soil and Water Conservation District. Participants can expect to learn how technology interacts with conservation efforts for improved water quality and climate resiliency. This year the meeting will be both in person and virtual. To learn more and to register, please visit: [bit.ly/EmpireSWCS2023](https://bit.ly/EmpireSWCS2023)

**WEBINAR, Assessing Trends and Advancing Research for Smart Solar:** Learn how American Farmland Trust is advancing Smart Solar principles in New York, **Wednesday January 11<sup>th</sup>, 11:30am - 12:30pm**. The session will include highlighting cutting edge research led by Cornell University and its Sustainable Solar initiative. Please register for the event here: <https://forms.office.com/r/meZcV1Yaph>

**2023 Water Quality Symposium:** The New York State Conservation District Employees' Association and Soil and Water Conservation Committee are thrilled to announce the 2023 Water Quality Symposium in Syracuse, NY. **March 14<sup>th</sup> – 17<sup>th</sup>, 2023**. Registration is due no later than January 23<sup>rd</sup>, 2023. Please note that this year, **each County Soil and Water District will receive one free admission coupon for one staff to attend the full week**. Registration packet available here:

<https://www.nyscdea.com/training-sessions/> Online registration form here:  
<https://forms.gle/GWidbu9G6aQizp2aA>

**NACD 2023 Annual Meeting:** Registration for The National Association of Conservation Districts' (NACD) 77th Annual Meeting is now open! Hosted in partnership with the Louisiana Association of Conservation Districts, the 2023 Annual Meeting will take place in New Orleans, Louisiana from **February 11-15, 2023**. To learn more and to register, please visit <https://docs.google.com/forms/d/e/1FAIpQLScRMcacKQGe22Q2RjVKF2knpcugUTP4ZZII17r11GxeDFieA/viewform>

### **Other Funding**

**Five Star and Urban Waters Restoration Program 2023 Request for Proposals:** The National Fish and Wildlife Foundation and partners are requesting proposals for the 2023. This program seeks to develop community capacity to sustain local natural resources by providing financial assistance to diverse local partnerships focused on improving water quality, watersheds and the species and habitats they support. Full proposals are due by **January 31, 2023**. To learn more about the grant program and the application guidelines, please go here, <https://www.nfwf.org/programs/five-star-and-urban-waters-restoration-grant-program/five-star-and-urban-waters-restoration-grant-program-2023-request-proposals>