

Contract ID#: \_\_\_\_\_



CQPW16 000008  
Department: Public Works

**CF (Capital)****CF E-25-16****Contract Details**SERVICE NC Soil & Water DistrictNIFS ID #: CQPW16000008 NIFS Entry Date: 9/7/16 Term: from 1/1/2016 to 12/31/2016

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Nassau County Soil and Water Conservation District	Vendor ID# 11-2556750
Address 150 Miller Place Syosset, NY 11791	Contact Person Jaime Van Dyke Phone 516-677-5853

County Department
Department Contact Daniel C. Facci
Address 3340 Merrick Rd, Building R Wantagh, NY 11793 Phone 571-7520

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	9/8/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	9/6/16	[Signature]	
9/15/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	9/15/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
9/20/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/20/16	[Signature]	
9/20/16	County Attorney	CA Approval as to form <input type="checkbox"/>	9/21/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9/21/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	9/21/16	[Signature]	
9/21/16	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>	9/21/16	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
9/27/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	9/27/16	[Signature]	

E-192-16

Contract ID#: \_\_\_\_\_



Department: Public Works \_\_\_\_\_

## Contract Summary

**Description:**

This agreement is vital for the continuing function of the Nassau County Soil and Water Conservation District.

**Purpose:**

The purpose of the District is to improve the environmental quality of Nassau County and its resources. Specifically, the funding will assist the District in providing the local match for state and federal grants that improve soil and water related resources as well as assisting the County with compliance regarding the Phase II Storm water program.

**Method of Procurement:**

NC Soil & Water Conservation District was established pursuant to NY State Law, Article 2 of the SWCD Law.

The New York State General Municipal Law, Section 119-O, authorizes agreements for the performance of various functions, powers and duties between municipal corporations.

**Procurement History:** N/A

Pursuant to section 6, subsect. 3 of the SWCD law, the NC Soil & Water Conservation District was established. State aid is provided but a County share is required.

**Description of General Provisions:**

The contract is approved on a yearly basis.

**Impact on Funding / Price Analysis:**

The annual fee for this service is \$85,000.00. Project funding is provided in the General Fund code 0175.

**Change in Contract from Prior Procurement:** No

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	
Control:	
Resp:	
Object:	
Transaction:	

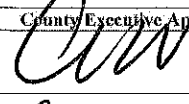
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$85,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$85,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWSSW/6300/DE500	\$85,000.00
2		\$
3		\$
4		\$
5	INSURANCE SECTION	\$1,200
6		\$
<b>TOTAL</b>		<b>\$85,000.00</b>

Document Prepared By: **Daniel C. Fucci**

Date: **7/29/2016**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <b>8/1/16</b>
Date	Date	(For Office Use Only)
		E #:





## Nassau County Interim Finance Authority

### Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Nassau County Soil and Water Conservation District

2. Dollar amount requiring NIFA approval: \$ 85,000.00

Amount to be encumbered: \$ 85,000.00

1/13 9/14

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 1 Year

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing grant assistance and Soil and Water Conservation related work

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal % ☐  
☐ Other State % ☐  
County % ☐

Is the cash available for the full amount of the contract? ☒ Yes ☐ No  
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The funds will cover the annual appropriation for Nassau County's portion of the 2016 Nassau County Soil and Water Conservation District budget. More specifically, funds are necessary for the District to meet its local match on state and federal grants; to help the County to comply with the EPA Phase II Storm Water Regulations.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Exceeds \$50K.



### AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Miller 9/17/16  
Signature Title Date

\_\_\_\_\_  
Print Name

### COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

\_\_\_\_\_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

\_\_\_\_\_ I certify that the bonding for this contract has been approved by NIFA.

\_\_\_\_\_ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

### NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**





RULES RESOLUTION NO.     – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE  
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PUBLIC WORKS AND THE NASSAU  
COUNTY SOIL AND WATER CONSERVATION DISTRICT

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Soil and Water Conservation District to perform various services to improve the environmental quality of Nassau County and its resources, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the Nassau County Soil and Water Conservation District.



George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME: : Nassau County Soil and Water Conservation District**

**CONTRACTOR ADDRESS: 1864 Muttontown road, Syosset NY 11791**

**FEDERAL TAX ID #: 11-2556750**

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). *Please see staff summary.*
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

9/14/16  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.





**Exhibit A**

Nassau County  
Soil & Water Conservation  
District 2016 Contract  
with Nassau County





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/2/16

Vendor: Nassau County Soil & Water Conservation District  
Signed: Patricia Manzi  
Print Name: Patricia Manzi  
Title: NC SWCD District Manager



## **Exhibit B**





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None





None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None



6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 7/14/16

Signed:

Print Name:

Title:

Patricia Fox Manzi  
District Manager



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name None  
Date of birth 1/1/None  
Home address None  
City/state/zip None  
Business address None  
City/state/zip None  
Telephone None  
Other present address(es) None  
City/state/zip None  
Telephone None

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President None Treasurer 1/1/None  
Chairman of Board None Shareholder None  
Chief Exec. Officer None Secretary 1/1/None  
Chief Financial Officer None Partner None  
Vice President None None  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_ NO X  
If Yes, provide details.





6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.



**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Patricia Fox Manzi, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

State of NY  
County of Nassau

Sworn to before me this 15 day of July 2016

Dolores Gelish

Notary Public

**DOLORES GELISH**  
**NOTARY PUBLIC, State of New York**  
**No. 01GE6098888**

**Qualified in Nassau County**  
**Commission Expires September 22, 2019**

Nassau County Soil & Water Conservation District

Name of submitting business

Patricia Fox Manzi

Print name

D. Fox Manzi

Signature

District Manager

Title

7, 14, 2016

Date

DO NOT WRITE IN THESE SPACES  
EXPIRATION DATE: 01/01/2008  
COMMISSION EXPIRATION DATE: 01/01/2008

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."  
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 7/14/16

- 1) Proposer's Legal Name: Nassau County Soil & Water Conservation District  
2) Address of Place of Business: 1864 Mottontown Rd, Syosset NY 11791

List all other business addresses used within last five years:

501 Jericho Turnpike, Jericho, NY 11753

3) Mailing Address (if different): \_\_\_\_\_

Phone: (516) 364-5860

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 13514655

5) Federal I.D. Number: 11-2556750

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership  
Corporation ☒ Other (Describe) Special district of Nassau County

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_





- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No X If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No X



If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We are developing a conflict of interest policy using the county's guidelines.



- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. *See attached 2014 Annual report*

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; *1977*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *None*
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); *None*
- v) The number of employees in the firm; *3*
- vi) Annual revenue of firm; *\$248,245.33*
- vii) Summary of relevant accomplishments - *See attached 2014 Annual report*
- viii) Copies of all state and local licenses and permits. *None*

- B. Indicate number of years in business. *39 years*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Town of Oyster Bay  
Contact Person Jaime Van Dyke  
Address 150 Miller Place, Syosset NY 11791  
City/State Syosset, NY  
Telephone 516.677.5717  
Fax # 516.677.5736  
E-Mail Address jvandyke@Oysterbay-NY.gov

---



Company Town of North Hempstead  
Contact Person Kevin Brown  
Address 210 Plandome Rd  
City/State Manhasset, NY 11030-2329  
Telephone 516-869-7754  
Fax # 516-869-7798  
E-Mail Address BrownK@northhempstead.com

---

Company Nelson, Pope & Voorhis  
Contact Person Patricia Aitken  
Address 29 Preston Lane  
City/State Syosset, NY 11791  
Telephone 516-364-5480  
Fax # \_\_\_\_\_  
E-Mail Address Aitken.patricia@gmail.com





## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Patricia Fox Manzi, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

State of NY  
County of Nassau

Sworn to before me this 15 day of July 2016

Dolores Gelish

Notary Public  
**DOLORES GELISH**  
NOTARY PUBLIC, State of New York  
No. 01GE6098868  
Qualified in Nassau County  
Commission Expires September 22, 2019

Name of submitting business: Nassau County Soil & Water Conservation District

By: Patricia Fox Manzi

Print name

[Signature]

Signature

District Manager

Title

7, 14, 2016

Date

NO. 150 3380 100  
NOTICE OF DEED  
RECORDED  
IN THE  
OFFICE OF THE  
CLERK OF THE  
COURT

## **Business History addendum**

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation - 1977

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **none**

iii) Name, address and position of all officers and directors of the company;

**Board Chair** -Ms. Jaime VanDyke – Environmental Resources Department  
Town of Oyster Bay  
15c Miller Place, Syosset NY 11701

**Vice-chair** - vacant

**Treasurer** – Mr. Eric Swenson  
Hempstead Harbor Protection Committee  
958 Sea View Drive  
Oyster Bay, NY 11771

**Secretary** - Ms. Mary Patricia Aitken  
29 Preston Lane  
Syosset, NY 11791

**Board Member** – Mr. Kevin Braun  
Planning Department  
Town of North Hempstead  
210 Plandome Road  
Manhasset, NY 11030-2327



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nassau County Soil & Water Conservation District

Address: 1864 Muttontown Rd.

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: none

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ special district Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached document

---

---

---

---

---

---

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

---

---

---



---

---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

*None*

---

---

---

---

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

*None*

---

---

---

---

---

---





(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/14/16

Signed: Patricia Fox Manzi

Print Name: Patricia Fox Manzi

Title: District Manager



**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



## **Consultants, Contractor's and Vendor's Disclosure addendum**

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation - 1977

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **none**

iii) Name, address and position of all officers and directors of the company;

**Board Chair** -Ms. Jaime VanDyke – Environmental Resources Department  
Town of Oyster Bay  
15c Miller Place, Syosset NY 11701

**Vice-chair** - vacant

**Treasurer** – Mr. Eric Swenson  
Hempstead Harbor Protection Committee  
958 Sea View Drive  
Oyster Bay, NY 11771

**Secretary** - Ms. Mary Patricia Aitken  
29 Preston Lane  
Syosset, NY 11791

**Board Member** – Mr. Kevin Braun  
Planning Department  
Town of North Hempstead  
210 Plandome Road  
Manhasset, NY 11030-2327



## **CONTRACT FOR SERVICES**

THIS AGREEMENT, effective as of January 1, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the Nassau County Department of Public Works, having its office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department") and (ii) **Nassau County Soil and Water Conservation District**, a governmental entity established by the New York State legislature, having its principal office at 1864 Muttontown Road, Syosset, New York 11791 (the "Contractor").

### **WITNESSETH:**

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal services contract within the intent and purview of Section 2206 of the Nassau County Charter; and

WHEREAS, Contractor desires to perform the services described in this Agreement; and

WHEREAS, the Contractor is a Soil and Water Conservation District pursuant to New York State Soil and Water Conservation District Law Chapter 9-B.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall be effective as of January 1, 2016, and terminate on December 31, 2016, with an option to renew, under the same terms and conditions as provided herein, at the County's sole discretion for another three (3) annual renewals for total contract term of four (4) years subject to the termination provisions of this Agreement.

2. Services and Deliverables. The services ("Services") to be provided by the Contractor under this Agreement shall consist of the following Services:

a. Administering approved activities in a manner satisfactory to the County and consistent with any standards required by the County. Such activities shall include at a minimum, providing assistance in a variety of County-wide conservation programs, including but not limited to:

- i. Providing technical advice for land owners and municipalities;
- ii. Reviewing proposed projects concerning conservation matters;
- iii. Securing grants;





- iv. Establishing and implementing programs to protect and conserve soil, water, prime and unique farmland, woodland, and wildlife;
- v. Educating and informing the general public, and local, state and federal legislators, landowners, students and operators on conservation issues and programs;
- vi. Serving as a liaison between municipal agencies and private citizens as the County implements federally mandated Phase II of Storm Water Requirements in accordance with the State Pollution Discharge Elimination System (SPDES) General Permit;
- vii. Performing site inspections;
- viii. Organizing the Long Island Regional Envirothon, an international scholastic competition if one is held;
- ix. Providing monthly written reports to the board of directors of the previous month's activities; and
- x. Submitting an annual plan of work to the New York State Soil and Water Conservation Committee.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Eighty Five Thousand Dollars (\$85,000.00), payable quarterly after the County approves in writing the vouchers submitted in accordance with section 3(b) (Vouchers; Voucher Review, Approval and Audit) below with the attached budget and accompanied by the relevant monthly written report pursuant to Section 2(a)(ix) above. In the event that the County exercises any of the one year renewal options, the amount to be paid to the Contractor as full consideration for the Contractor's services during any of the renewal terms shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00) per renewal year, payable quarterly after the County approves in writing the vouchers submitted in accordance with section 3(b) (Vouchers; Voucher Review, Approval and Audit) below with the attached budget and accompanied by the relevant monthly written report pursuant to Section 2(a)(ix) above. In addition, the County will furnish the contractor with office space that includes utilities, janitorial services and necessary office maintenance. The designated location may change from time to time during the year.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.



(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. The provisions of this section shall survive the termination of this Agreement.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices U and EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County



may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties acknowledge and agree that all records, information and data ("information") provided by the County to the Contractor in connection with the performance or administration of this agreement shall be used and disclosed solely for the purpose and administration of the contract as required by Law. The Contractor may not disclose any such information in its possession without first obtaining written permission from the County, unless otherwise required by Law. The County acknowledges that County information in the Contractor's possession may be subject to disclosure to the general public under Chapter 9-B of the Consolidated Laws of New York ( the Soil and Water Conservation District Law) and other Laws. If such information is subject to such disclosure, the Contractor shall provide written notice to the County immediately upon receiving a request for such information.

(e) Collection of Fees. The Contractor may charge the public reasonable fees for certain expenses incurred, such as duplicating materials for applicants, or for consultations. The Contractor may apply such fees collected to its reasonable and necessary expenses incurred in carrying out the services hereunder.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals,



licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty by the Contractor and any claim for any infringement by the County or the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished by the Contractor or used by the County or the Contractor in the performance of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's





employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers’ Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Work Performance Liability. Contractor is and shall remain primarily for the successful completion of all work in accordance this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and even if the use of such partners or subcontractors has been approved by the County.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the “County Executive”), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days’ written notice to the Contractor, (ii) for



“Cause” by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word “Cause” includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By The Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor’s ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the “Commissioner”), at least sixty (60) days prior to the termination date (or a shorter period if sixty days’ notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor’s right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the “Applicable DCE”) on the same day that notice is given to the Commissioner.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor’s responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, “Cost Principles for Non-Profit Organizations.” Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.



14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended



to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. As the Contractor is a governmental entity, the administrative service charge is waived.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.





IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

**NASSAU COUNTY SOIL & WATER  
CONSERVATION DISTRICT**

By Patricia Fox-Manzi  
Name: Patricia Fox-Manzi  
Title: District Manager  
Date: 6/02/2016

**NASSAU COUNTY**

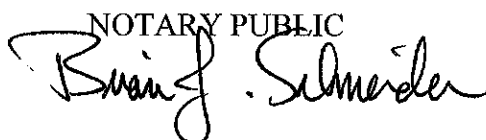
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK     )  
  )ss.:  
COUNTY OF NASSAU     )

On the 2<sup>nd</sup> day of June in the year 20016 before me personally came PATRICIA FOX-MANZI to me personally known, who, being by me duly sworn, did depose and say that ~~he~~ or she resides in the County of NASSAU; that ~~he~~ or she is the DISTRICT MANAGER of N.C. SOIL & WATER CONSERVATION DISTRICT the corporation described herein and which executed the above instrument; and that ~~he~~ or she signed ~~his~~ or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC  


**BRIAN J. SCHNEIDER**  
Notary Public, State of New York  
No. 01SC6083284  
Qualified in Nassau County  
Commission Expires November 12, 2017

STATE OF NEW YORK)  
  )ss.:  
COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 200\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under



the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any





recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the



term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.



- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



## **Appendix U – Collective Bargaining**

### **Title 56**

#### **COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY**

##### **§ 1. Legislative Intent.**

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

##### **§2. Definitions.**

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
  - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
  - 2.) whether to become a member of any labor organization.





- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining



agent for a bargaining unit based on the presentation of a majority of authorizing cards.

- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

### §3. Prohibitions

- A.) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such



entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.

- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

#### § 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

#### § 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
  - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
  - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
  - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
  - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.



§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
  - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
  - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
  - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
  - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
  - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.





- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

#### § 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

#### § 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

#### § 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.



§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.



**COUNTY OF NASSAU**  
**Inter-Departmental Memo**

**TO:** Civil Service Employees Association, Nassau Local 830 (fax 742-3801)  
**FROM:** Department of Public Works (fax 571-9657)  
**DATE:** July 29, 2016  
**SUBJECT:** CSEA Notification of an agreement with the Nassau County Soil and Water Conservation District

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW on-call assignment is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend an agreement for the following services:

To fund the Nassau County Soil and Water Conservation District for services pertaining to protecting the County's Soil and Water related resources.

2. The work involves the following:

The district will use the funds to match the implementation of state and federal grants relating to environmental improvement projects and to assist the county in meeting its Phase II Stormwater Management program.

3. An estimate of the cost is: \$85,000.00
4. An estimate of the duration is: one (1) year

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold  
Assistant to Commissioner  
KGA:CS

- c: Keith Cromwell, Deputy Director, Office of Labor Relations  
Brian J. Schneider, Assistant to the Deputy Commissioner of Public Works for Administration  
Tim Kelly, Hydrogeologist III  
Daniel C. Fucci, Hydrogeologist II

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-9604.











**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** August 5, 2016

**SUBJECT: Nassau County Soil and Water Conservation District (NCSWCD)  
Board of Director Appointments**

Pursuant to Section 6(3) of the New York State Soil and Water Conservation Districts law, members of the District are appointed by the Nassau County Executive. There are a total of seven (7) members appointed as follows:

- Three (3) members shall be appointed at large from among the residents of Nassau County for a term of three (3) years;
- One (1) member shall be appointed from among the Nassau County officials for a term of one (1) year;
- One (1) member shall be appointed from among the officers of each of the three (3) towns in the County of Nassau for a term of one (1) year. All such appointments shall be subject to confirmation by the County Legislature

Over the last few years a number of positions on the Board have become vacant and all of the remaining appointment terms have expired, and notwithstanding that they remain on the Board as hold-overs, this potentially leaves the Nassau County Water Conservation District at risk of not being able to fully function and conduct business which is not in the best interest of the residents of the County.

The Department of Public Works therefore, proposes the following individuals all who have unique capabilities and have offered their commitment to serve on the NCSWCD Board of Directors. We have attached the resumes of each individual.

Town of Oyster Bay Representative – Jaimie Van Dyke  
Town of Hempstead Representative – Tara Schneider-Moran  
Town of North Hempstead Representative – Kevin Braun  
Nassau County Representative – Daniel Fucci  
At-Large Member – Eric Swensen  
At-Large Member – Patricia Aitken  
At-Large Member – Reese Michaels





Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

August 5, 2016

Page 2

**SUBJECT: Nassau County Soil and Water Conservation District (NCSWCD)  
Board of Director Appointments**

Please signify your support of these appointments so we can prepare the appropriate documents for Legislative approval.



Shila Shah-Gavnoudias  
Commissioner


SSG:BJS:las

Attachment

c: Richard P. Millet, Chief Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Brian J. Schneider, Assistant to Deputy Commissioner  
Daniel C. Fucci, Hydrogeologist II

APPROVED:

DISAPPROVED:

 8-4-16  
\_\_\_\_\_  
Richard R. Walker Date  
Chief Deputy County Executive

\_\_\_\_\_  
Richard R. Walker Date  
Chief Deputy County Executive



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Richard P. Millet, Chief Deputy Commissioner  
**FROM:** Kenneth G. Arnold, Assistant to Commissioner  
**DATE:** July 20, 2016  
**SUBJECT:** Approval of Contract Advisement

In accordance with County Executive Directive No. 8-02, this Department is requesting approval of the following encumbrance that is necessary for the continuance of the Nassau County Soil and Water Conservation District (NCSWCD).

**Public Works General Funds (PWGEN 0175) - \$85,000.00**

The funds will cover the Nassau County portion of the 2016 Program Support Contribution to the District. More specifically, funds are necessary for the NCSWCD to meet its local match on state, and federal grants related to soil and water conservation related activities and for assistance to the county regarding meeting its Phase II Storm Water Regulations.

As a result of the programs described above, the NCSWCD is seeking the Nassau County 2016 annual appropriation in the amount of \$85,000.00.

Following your approval or disapproval, we will proceed accordingly.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:BJS:cs

c: Shila Shah-Gavnoudias, Commissioner  
Brian J. Schneider, Assistant to Deputy Commissioner  
Timothy Kelly, Hydrogeologist III  
Daniel C. Fucci, Hydrogeologist II

APPROVED:



Richard P. Millet  
Chief Deputy Commissioner

Date

DISAPPROVED:

Richard P. Millet  
Chief Deputy Commissioner

Date





# NASSAU COUNTY SOIL & WATER CONSERVATION DISTRICT



## NCSWCD 2014 ANNUAL REPORT

**"WORKING TOGETHER FOR HEALTHY SOILS & CLEAN WATER"**

### INSIDE THIS ISSUE:

New District Manager	2
Raingardens	2
Beach Clean-Up	3
Tree & Shrub Sale	3
LI Envirothon	4
Reforest Nassau	5
Outreach Initiatives	5
Invasive Removal	6
Sustainable Holiday	6
Wetland Restoration	7
ESC Training	7
Film on Stormwater	8
GI Conference	8
Technical Assistance	9
Board Members	10

### CONTACT US:

Corey Humphrey  
District Manager  
Nassau County SWCD  
5 Old Jericho Turnpike  
Jericho, NY 11753  
(516) 364-5860  
[www.NassauSWCD.org](http://www.NassauSWCD.org)  
[nassauswcd@optonline.net](mailto:nassauswcd@optonline.net)

### FOLLOW US:



"Conservation District  
of Nassau County"

## THE DISTRICT TODAY

### A Message from Corey Humphrey, District Manager

Nassau Soil and Water Conservation District proudly presents our 2014 Annual Report. Once again another busy and successful year has passed! As the new District Manager for Nassau County Soil and Water, I had the privilege of working with different organizations, schools, and separate individuals on various projects throughout Nassau County. Some of this year's highlights include the Rain-garden Construction and Workshop Series, the Annual Tree and Shrub Sale, and the NYCDEC Erosion and Sediment Control Training.

The success of these programs and others could not have been possible without the dedication and support from the staff, and the community. We believe that conservation through education can impact the minds and hearts of those who will be future environmental stewards for our natural resources.

This year, was a year of much progress



*Nassau County is full of beautiful parks and natural spaces. Theodore Roosevelt Memorial Park in Oyster Bay, NY. Photo Credit: K.C. Alvey.*

towards maintaining our precious soil and water resources. However, there is still more work to be done. We are confident that the upcoming year will

bring us closer to our mission, which is to protect, preserve, restore, and enhance natural resources through education and technical assistance, and provide programs and technical services to all Nassau County residents and municipalities to manage our precious natural resources.

And so, as you flip through the pages of this newsletter, we hope you find it interesting, and you learn a lot from the work that the District does. We look forward with working with you and helping us achieve what we came here to do. More success in the coming year!



*SWCD Staff, K.C. Alvey and Corey Humphrey with Congressman Steve Israel and SWCD Board member, Eric Swenson.*

## NEW DISTRICT MANAGER



Corey Humphrey began as the new District Manager in July 2014. Photo Credit: K.C. Alvey.

2014 was an exciting year for the Nassau County Soil and Water Conservation District. Corey Humphrey started as the new District Manager, bringing his energy, as well as experience in ecological research, educational outreach, habitat restoration, and project management.

With a Masters in Environmental Science from Stony Brook University and 7 years of experience with Cornell Cooperative Extension of Suffolk County, Corey has a comprehensive understanding of the

complex environmental and economic issues facing Long Island. His previous work included the NYSDEC Horseshoe Crab Spawning Index Study and Citizen Science Network, GIS mapping as a stormwater specialist, fisheries research and the coordination of environmental educational programs.

Corey is committed to bringing stakeholders together to support healthy soils and clean water in Nassau County. His vision for the District includes making the agency more available to the public using social media as well

as traditional modes of communication. Since coming to the District in July of 2014, Corey has continued to make the District a resource through educational trainings and technical assistance for residents and municipalities. We're available to answer your questions on topics including, but not limited to: erosion, flood mitigation, rain-gardens, stormwater, and water quality. He can be reached at 516-364-5860 or [NassauSWCD@optonline.net](mailto:NassauSWCD@optonline.net)

## RAINGARDEN CONSTRUCTION & WORKSHOP SERIES

Last year, the District expanded its raingarden campaign, by providing technical assistance in raingarden construction and co-hosting a popular workshop series in November 2014. What is a raingarden? A raingarden is a garden planted in a concave depression, designed to capture stormwater runoff and can help mitigate flooding during a precipitation event.

In the wake of Hurricane Sandy, Long Islanders are looking to raingardening as one of several steps to take to help improve coastal resiliency and mitigate stormwater pollution. Raingardens are beautiful, easy to install, require little maintenance and are a great way to improve water quality and property value. They also increase groundwater recharge rates, and provide habitat for butterflies and other wildlife.

Over the last few years, the District has helped construct numerous raingardens throughout Nassau County. Jaime Van Dyke, Chair of the Board helped build the first

raingarden on Long Island at the Town of Oyster Bay Animal Shelter in Syosset in 2010. Van Dyke has also worked with the District, Eagle Scouts, and volunteers to construct raingardens at Tackapausha Preserve, the Town Farm in Oyster Bay Cove, and the Jericho Preserve.

This past fall, the District co-sponsored a popular workshop series on raingardens with national expert, landscape ecologist, and co-author of "Blue Thumb Guide to Raingardens," Rusty Schmidt. Over 100 residents, landscape professionals, gardeners, and municipal officials, attended the series, held on November 12th, 19th, and 20th, at the Waterfront Center in Oyster Bay. The presentation topics included sizing, modeling, and maintenance of raingardens. Schmidt demonstrated how simple and enjoyable it is to turn any ordinary garden into a raingarden that can also help the local environment.

"These gardens are the best way to clean water," said Schmidt. "Instead of going into storm drains, water soaks into these concave bowls into the ground



The District joined the Town of Oyster Bay staff and volunteers to construct a raingarden at the Waterfront Center in Oyster Bay, NY. Photo Credit: K.C. Alvey

two feet under the soil. They can be used to filter water from a house, driveway and in this case off of roads and sidewalks in the park."

In addition to the trainings, the District worked with the Town of Oyster Bay and Rusty Schmidt to plant a demonstration raingarden outside of the Waterfront Center in Oyster Bay. This work was completed with the help of

volunteers and a grant from the Long Island Sound Futures Fund. Thank you to all of the co-sponsors and partners for this successful program: Town of Oyster Bay, National Fish and Wildlife Foundation, Oyster-Bay Cold Spring Harbor Protection Committee, Hempstead Harbor Protection Committee, Sustainable Long Island, Friends of the Bay, and Long Island Sound Study.



## TOWN OF OYSTER BAY HARBOR & BEACH CLEAN-UP

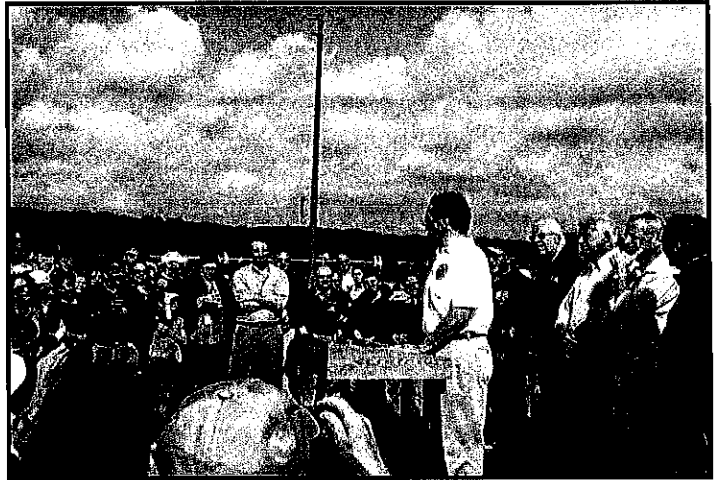
On Saturday, September 20th, the District participated in the 21st Annual Town of Oyster Bay Harbor & Beach CleanUp at Theodore Roosevelt Memorial Park, organized by the Town of Oyster Bay, the North Oyster Bay Baymen's Association and Friends of the Bay. More than 250 volunteers participated in the cleanup event,

removing debris including plastic, paper, food, and even discarded boats.

Governor Andrew Cuomo, Congressman Steve Israel, Nassau County Executive Edward Mangano, and musician Billy Joel, spoke to the volunteers, thanking them for improving the health of the bays and beautifying the



Volunteers hard at work collecting and inventorying trash at the Theodore Roosevelt Memorial Park in Oyster Bay, NY. Photo Credit: K.C. Alvey.



Governor Andrew Cuomo addressed the volunteers, thanking them for their service to Nassau County. Photo Credit: K.C. Alvey.

community.

Nassau County Executive Ed Mangano said, "From protecting our bays and beaches, to marine life and waterways, these environmental cleanup efforts along our shorelines are critical for our way of life in Nassau County. I thank Governor Cuomo, our residents and local organizations that annually commit themselves to leaving our

community better than they found it."

The District also provided information to volunteers about the hydrology of Long Island and additional ways to protect Nassau County's precious natural resources. For future cleanups please visit [Nassauswcd.org](http://Nassauswcd.org).

## 2<sup>ND</sup> ANNUAL TREE & SHRUB SALE A SUCCESS

In spring 2014, the District hosted another successful Tree & Shrub Sale, furthering our mission of promoting environmental conservation. "Nassau County's landscape still suffers from tree and plant loss caused by Hurricane Sandy and winter storms. The sale is a cost effective solution to help beautify areas throughout the County that had trees and shrubs destroyed," said Nassau County Executive Edward Mangano. "Nassau County SWCD's replanting program will help restore the landscape in many neighborhoods, parks, and preserves."

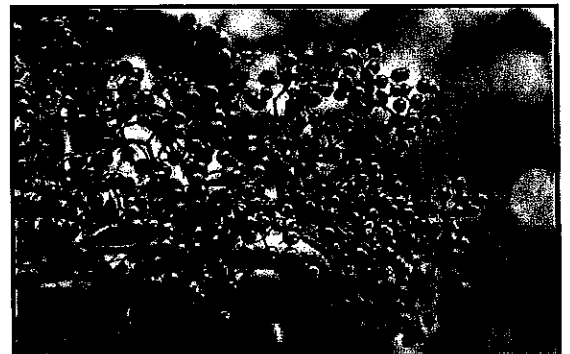
After Hurricane Sandy, the Nassau County SWCD started

the Annual Tree & Shrub sale as a way to help Nassau County residents replace those trees that were destroyed by the Superstorm. The District offered native plants, including oaks, maples and conifers to homeowners seeking to replace trees and shrubs on their property. This program also assisted community groups revitalize parks and preserves.

We are currently taking orders for our 3rd Annual Tree and Shrub Sale. Those interested in purchasing trees and plants through this program for spring 2015 should download the order form from the District's website ([Nassauswcd.org](http://Nassauswcd.org)) or call

(516) -364-586 for more information. Orders must be received by Friday March 13, 2015. Pick up days for orders are Friday April 17 and Saturday April 18th from 9am -6pm at 5 Old Jericho Tpke, Jericho NY 11753. Make checks or money orders payable to "Nassau County SWCD" and mail to the Nassau County Soil & Water District at 5 Old Jericho Turnpike, Jericho, NY

11753, along with the attached order form. Trees and Shrubs are sold in bundles of 10 each and are approx. 24 inches in height.



We offer American elderberry (*Sambucus canadensis*) at the Annual Tree & Shrub Sale.

## WHOLE FOODS DONATES TO LI REGIONAL ENVIROTHON

In the Summer of 2014, the Nassau SWCD accepted a \$5,635 donation for the Long Island Regional Envirothon as part of the 5% Day at Whole Foods Market in Jericho, NY. 5% Day is a community giving day in which 5% of the day's net sales are donated to a local nonprofit or educational organization. The District staffed an educational outreach table at Whole Foods and interacted with the public about various SWCD programs, including the Long Island Regional Envirothon, an environmental studies competition for high school students co-hosted by the Suffolk County Soil & Water Conservation District, the

U.S. Dept. of Agriculture- Natural Resources Conservation Service, and the N.Y.S. Dept. of Environmental Conservation. This donation will help facilitate the 17th annual regional competition that provides high school students the opportunity to gain hands-on skills with activities led by professionals in aquatics, forestry, soils, wildlife, and a current issue. The theme of the 2014 Envirothon was Sustainable Local Agriculture and 2015's current issue is Urban Forestry. The Envirothon engages the next generation of environmental stewards in learning activities that promote the protection, preservation, and restoration of our natural resources, as a life-long com-



*Sachem North High School at SUNY Morrisville representing Suffolk County at the 2014 NYS Envirothon. From left to right: Danielle Paynter, Luke Bordonaro, Emily Watson, Grant Pham and Charlie Horn.*



*SWCD Board Members, Pat Aitken, Jaime Van Dyke, and Eric Swenson with SWCD District Manager, Corey Humphrey and Whole Foods staff.*

mitment. The Envirothon committee has carefully developed the program's learning objectives, which correlate with the N.Y.S. Dept. of Education's "Learning Standards" in the areas of Mathematics, Science and Technology, Social Studies, and English Language Arts. Wantagh High School was the winner from Nassau County and Sachem North High School won for Suffolk County in the 2014 competition. Both teams advanced onto the New York State competition.

Congratulations to Julia Laibach, Jaclyn Onufrey, Andrew Bloniarz, Emily Latif, and Sophia Liu from Wantagh High School and Charles

Horn, Emily Watson, Natalie DeQuarto, Danielle Paynter, and Grant Pham from Sachem North High School.

The 17th Annual Long Island Regional Envirothon will be held on April 28th, 2015 at Old Bethpage Village Restoration, 1303 Round Swamp Road, Old Bethpage, NY. All high schools in Nassau and Suffolk Counties are eligible to participate by registering one or two 5-member teams. All students from the two top scoring teams receive scholarships, prizes, and paid registration and transportation to compete in the New York State Envirothon in May 2015. To register, please visit [www.LIEnvirothon.org](http://www.LIEnvirothon.org).

## SEEKING VOLUNTEERS

*Interested in protecting your local resources? Looking for a chance to give back to your community?*

*The Nassau County Soil and Water Conservation District is currently seeking volunteers to help implement various environmental projects. No experience required. Weekend opportunities available. For more information and a listing of volunteer opportunities visit [Nassauswcd.org](http://Nassauswcd.org) or [facebook.com/nassauswcd](https://facebook.com/nassauswcd)*

**"WORKING TOGETHER FOR HEALTHY SOILS AND CLEAN WATER"**

## REFOREST NASSAU PROGRAM KICKS OFF



Downed trees in Garden City, NY after Hurricane Sandy.  
Photo Credit: CNN.

The District is excited to launch its "Reforest Nassau" campaign, filling a crucial need in the region by reforesting areas impacted by storm damage. Superstorm Sandy decimated over 10,000 trees in Nassau, greatly impacting the

ecology, air quality, coastal resiliency, wildlife habitat and aesthetics of the County.

The vision of the Reforest Nassau pro-

gram is to work with residents, municipalities, school districts, not-for-profit organizations, landscapers and others to raise native bare root trees at "grow-out stations" throughout Nassau County. After growing for several months at

grow-out stations, saplings will be transplanted in public spaces, replacing downed and damaged trees. In 2014, the District began a pilot scale version of the project, in conjunction with Hewlett Woodmere School District's Youth Leadership team, a group that provides service-learning opportunities for high school students in their school garden. The Youth Leadership students are currently raising four varieties of native trees including Tulip, White Swamp Oak, Wild Black Cherry and Red Maple at their grow-out site and the District is providing technical assistance to will help transplant 50 donated trees to Nassau County's Grant Park in the spring of 2015. A transplant plan

is currently being developed with technical guidance from Cornell Cooperative Extension of Nassau County, SUNY Farmingdale's Horticulture Department, NYS Urban Forestry Council and Nassau County Department of Parks, Recreation and Museums. We look forward to expanding this program to add additional grow-out stations through partnering with other school groups, scouts troops, civic groups, and religious congregations. This "Reforest Nassau" program provides students and residents an opportunity to engage themselves in a service learning project and promote environmental stewardship within Nassau County.

## OUTREACH & EDUCATIONAL INITIATIVES

It was a busy year for the District, with a variety of educational and outreach programs. Over 2 weekends in Late September and early October, the District had a table at the 172nd annual Long Island Fair at Old Bethpage Village Restoration, a traditional country fair with harvest events and activities, brass band, concerts, pony rides, and puppet shows.

Over 23,000 people attended

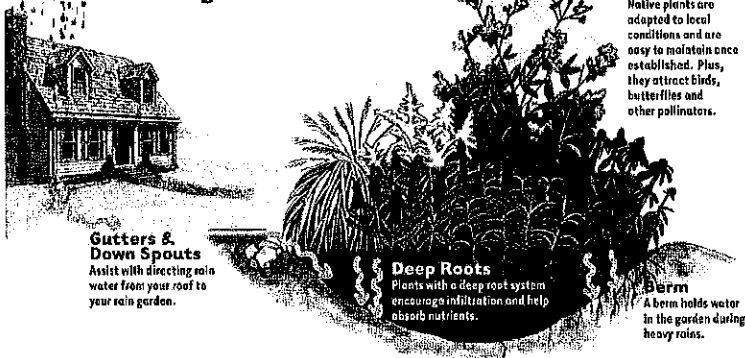
this popular event. We spoke with residents and shared information about the ground and surface water quality, raingardens, and the Long Island Regional Envirothon.

In addition, Corey Humphrey, District Manager, spoke at several community events about stormwater and green infrastructure, including the Long Island Sierra Club and SUNY Farmingdale Horticulture Club in October and November 2014.



The District had a table at the Long Island Fair at Old Bethpage Village in fall 2014. Left to right: K.C. Alvey and Syeda Jafari.

### How does a rain garden work?



The District gives out information about stormwater, raingardens, and other forms of green infrastructure. Photo Credit: Tip of the Mitt Watershed Council.

The District also tabled at two Science Teachers Association of New York State book fairs to promote the Long Island Regional Envirothon with Suffolk SWCD. This event drew an attendance of over 200 educators in attendance at each book fair.

If you are interested in arranging a presentation with your community group in 2015, please contact us at [NassauSWCD@optonline.net](mailto:NassauSWCD@optonline.net) or 516-364-5860.

## INVASIVE AQUATICS REMOVAL AT CEDARMERE



Three quarters of the Cedarmere Pond surface is overgrown by invasives. Photo Credit: Brian Zimmerman.

Since fall 2013, the District has been spearheading the restoration of Cedarmere Pond, thanks to the efforts of Eric Swenson, SWCD Board member and Friends of Cedarmere Board member. Cedarmere

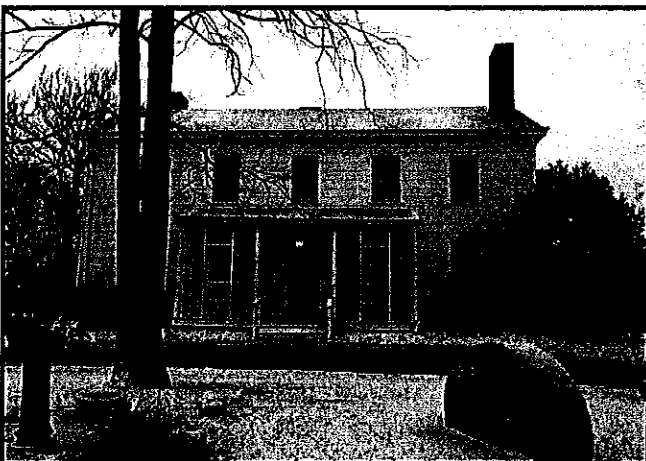
Pond is situated on the estate of William Cullen Bryant, an American romantic poet, journalist, and long-time editor of the *New York Evening Post*. The site overlooks Hempstead Harbor in Roslyn Harbor, NY. It is a magnificent landscape with natural and manicured features, including beautiful gardens and trees that still exist from Bryant's time.

In recent history, the Cedarmere Pond surface is overwhelmed with 2 invasive species; water lilies and duckweed. If left untreated, the water lilies and duckweed will grow larger, preventing sunlight from penetrating the water column and creating a hypoxic (lacking dissolved oxygen in the water) condition. Sunlight penetration through the water is critical for native aquatic plants to flourish, because plants absorb sunlight to live (photosynthesis). These invasive aquatic plants can be removed or harvested by simply pulling them out by hand. The goal of this technique is to try and remove the entire plant, including the root system, by pulling, grubbing, or raking. Rooted plants are carefully dislodged from the bottom substrate so that the

entire plant can be collected and removed from the pond. Invasive plants and plant fragments removed from the pond are then carted off-site so that they do not wash back into the water and propagate themselves. In June 2014, the District coordinated a "Pond Pull," with enthusiastic volunteers from Friends of Cedarmere and local residents to help remove the invasive plants. The Friends of Cedarmere and the Hagedorn Foundation have supported the project, along with Nassau County Department of Public Works, that provided staff and equipment to assist with the removal. Volunteers are needed for a follow-up removal effort on June 13, 2015. Please sign up through our Volunteer Interest Form online at <http://nassauswcd.org/contact-us/> or call us at 516-364-5860.

## SUSTAINABLE HOLIDAY CELEBRATION & TREE LIGHTING

The Nassau County SWCD hosted its 1st Annual Sustainable Holiday Celebration & Tree Lighting on Mon. Dec. 15th from 5-7PM at the historic Malcolm House in Jericho, NY. This event celebrated the end of a successful year and kicked off the Conservation District's "Reforest Nassau" community tree grow-out program. Nassau Soil & Water staff, Board members, and partner organizations attended the event and enjoyed local apple cider, cookies, and holiday treats. Children also enjoyed making holiday crafts made from recycled materials. The holiday season is a time of warmth and cheer for many people, and a time to celebrate with



The historic Malcolm House at the Jericho Preserve in Jericho, NY. Photo Credit: K.C. Alvey.



Nassau County Soil & Water Conservation District Board Members & staff with Colorado blue spruce. Left to right: Eric Swenson, Jaime Van Dyke, Satish Sood, K.C. Alvey, and Corey Humphrey.

colleagues, friends, and family. This can also be a time of excessive waste and consumption of natural resources. In order to promote environmental conservation, we gave out posters with simple tips to make the holidays more sustainable, including: 1) Buy a live tree with a balled root, 2) Conserve energy with LED lights and a timer, 3) Give sustainable gifts, 4) Buy locally produced food and drinks, and 5)

Use reusable dishes and utensils. Additional tips and a poster available for download at [www.NassauSWCD.org](http://www.NassauSWCD.org).

To conclude the event, the District held a ceremonious lighting of a potted tree. This Colorado blue spruce will be transplanted at the Malcolm House after the holidays (Spring 2015)

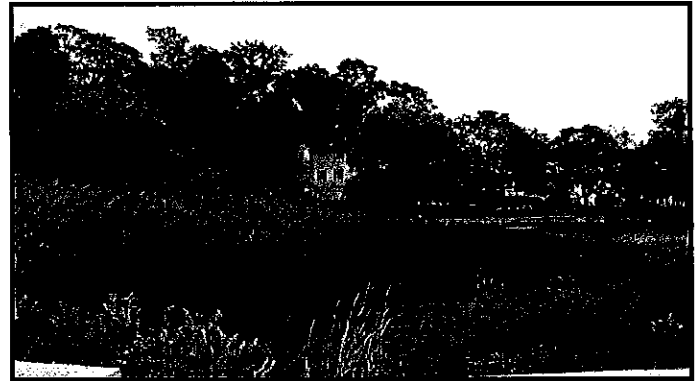
## WETLAND RESTORATION IN PORT WASHINGTON

Each year, the Nassau County SWCD coordinates a variety of ecological restoration projects across Nassau County. In 2014, we focused on a wetland restoration project at Mill Pond, adjacent to Manhasset Bay in Port Washington, NY. In partnership with the Town of North Hempstead, the District has set a goal to remove the invasive common reed (*Phragmites australis*), which has infested the pond and outcompeted the native smooth cordgrass (*Spartina alterniflora*) from flourishing.

The site is owned by the Town of North Hempstead and has been rehabilitated in the past, but the *Phragmites* has returned and impaired the ecosystem's ability to function. The *Phragmites* has decreased the water quality of this tidal

pond by creating large, dense, monoculture that outcompetes native plants and displaces wildlife, and critical marine organisms. Once established, *Phragmites* spreads vigorously by horizontal above-ground stolons and underground rhizomes. Because of the ability of *Phragmites* to resprout after cutting or other disturbance, the use of a systemic herbicide is necessary to ensure the removal of this invasive plant. The Town of North Hempstead is coordinating the herbicide application with a New York State certified commercial pesticide applicator.

The District will help contribute to the restoration of Mill Pond through purchasing and replanting native *Spartina alterniflora* and *Spartina patens* in April 2015. We are going to be planting nearly 4,000 *Spartina* plugs, and



Mill Pond in Port Washington, NY is infested with invasive *Phragmites*, damaging water quality. Photo Credit: K.C. Alvey.

seeking volunteers to support the effort. This is a great opportunity to gain hands-on experience with ecological restoration and to help protect Nassau County's precious wetlands. If you are interested in helping with this project, please sign up through our Volunteer In-

terest Form online at <http://nassauswcd.org/contact-us/> or call us at 516-364-5860.

## NYSDEC EROSION & SEDIMENT CONTROL TRAINING



The District hosted the NYSDEC 4-hour Erosion & Sediment Control Training for developers and contractors on Feb. 4th, 2015. Photo Credit: Clean Water MN.

The District has hosted a NYSDEC Endorsed 4-Hour Erosion and Sediment Control (E&SC) Training on February 4, 2015 as part of our commitment to improve the region's water quality in the ground and on the surface. 96 contractors, engineers, municipal staff and

equipment operators participated in this training and were rewarded with an official NYSDEC proof of training card that is valid for 3 years. This training is a requirement under the NYSDEC Stormwater permit GP-0-10-001; all developers, contractors, and subcontractors must identify at least one trained individual from their company that will be responsible for implementation of the Stormwater Pollution Prevention Plan, and have at least one trained individual on site on a daily basis when soil disturbance

activities are being performed. The training was held at Old Bethpage Village Restoration's exhibition hall, in Old Bethpage, NY. The cost of the training was \$100 that included, lunch, refreshments, training materials, certificate, and certificate ID card. Participants were trained by CPESC trainer Brian Scoralick from Dutchess County Soil and Water Conservation District.

For future NYSDEC 4 hour Erosion and Sediment Control Trainings, please visit [Nassauswcd.org](http://Nassauswcd.org) or [facebook.com/NassauSWCD](https://facebook.com/NassauSWCD). Future training sessions are sched-

uled for the fall and winter of 2015. Please contact Nassau SWCD for more information.

We would like to thank the sponsor for this February 4th training at Old Bethpage Restoration Village.

ACF Environmental

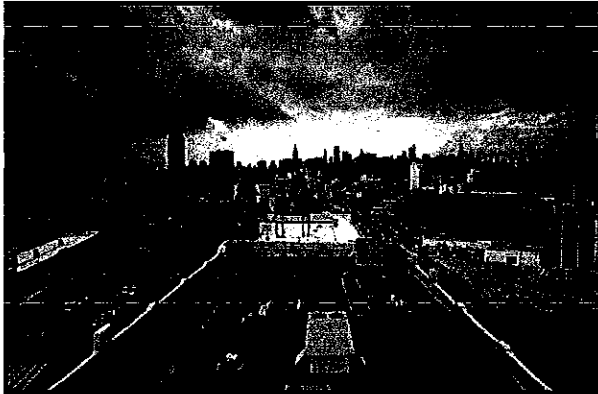
1-800-448-3636

[info@acfenv.com](mailto:info@acfenv.com)

[www.acfenvironmental.com](http://www.acfenvironmental.com)



## FILM ABOUT STORMWATER & GREEN INFRASTRUCTURE



*Urban agriculture is a form of green infrastructure. Photo Credit: Brooklyn Grange*

Nassau County is among the most developed regions in New York State. As in other similar areas, a great deal of the surface is paved, creating a large amount of un-

treated stormwater runoff. Stormwater discharges in these areas are of major concern due to high concentration of pollutants found in these discharges.

Concentrated development in urbanized suburban areas substantially increases the amount of impervious surfaces, such as paved streets, driveways, parking lots and sidewalks. Pollutants from concentrated human activities settle and remain on these surfaces until a storm event washes them into nearby storm drains.

The District received a grant from the N.Y.S. Dept. of Environmental Conservation to develop a film to educate the general public, about stormwater and green infrastructure. With this project, we will educate the public, students, officials, and developers, on the impacts associated with stormwater runoff and green infrastructure practices, that can be utilized to help limit these impacts. The film will also inform viewers about best management practices, and smart-growth technologies that can be implemented throughout the region. This fall, we began working on the preproduction for the film and plan to

continue shooting the scenes throughout the winter and spring of 2015.

The film features experts in stormwater, green infrastructure, and sustainability. As well, feature several GI examples from around the region including bioswales, retention ponds, rain-gardens, permeable pavements and catch basin filters. This program has been a major undertaking for the District, who reached out to Hofstra University and SUNY Old Westbury for 3 interns, who are helping support the project, in addition to the production company, Faithful Dog Digital LLC based in NY.

We look forward to distributing this educational film to community groups, schools, and municipalities in Nassau County in 2015.

## LONG ISLAND GREEN INFRASTRUCTURE CONFERENCE

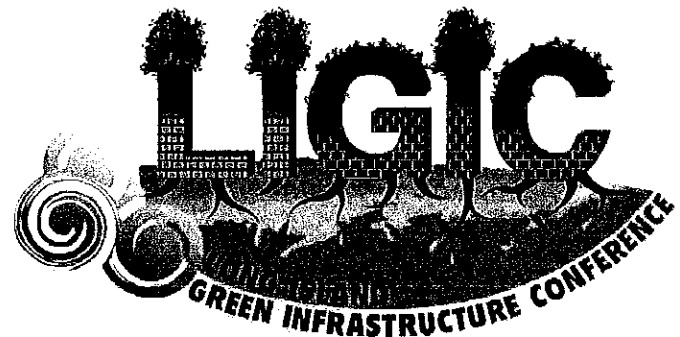
On June 11, 2014, the District co-hosted the 3rd Annual Long Island Green Infrastructure Conference & Expo at the Town of North Hempstead's "Yes We Can" Community Center in Westbury, NY. The conference focused on innovative green infrastructure technologies and strategies for coastal and inland resiliency planning, in the wake of Hurricanes Irene and Sandy.

Green infrastructure (GI) uses vegetation, soils, and natural processes to manage water, increase stormwater infiltration, and create healthier urban environments. According to the EPA, green infrastructure can range in scale from site design approaches such as raingardens and green roofs to regional planning approaches such as conservation of large tracts of open land. Green infrastructure practices have many co-benefits and can help

reduce carbon emissions, protect water quality, improve quality of life, and provide wildlife habitat.

The conference was attended by municipal officials, planners, consultants, property owners, developers, and residents. They were provided with the information needed to implement cost effective, sustainable green infrastructure practices and to protect Long Island's valuable natural resources.

The conference included a tour of the LEED (Leadership in Energy and Environmental Design) Platinum "Yes We Can" Community Center, workshops and a keynote address by Jon Kaiman, Special Advisor on Superstorm Sandy relief to Governor Andrew Cuomo. Lectures and workshop sessions included applications of GI for Coastal Protection, Effects of Climate Change and Adaptation Planning, Municipal codes and Breaking Barriers, and Economic Value of GI. The confer-



*The Nassau SWCD played a key role in organizing the Long Island Green Infrastructure Conference, held on June 11, 2014.*

ence also gave participants a look into the current technologies and material including stormwater calculators and methods of retrofitting existing infrastructure to meet GI goals.

Thank you to everyone who helped make this a successful event: Suffolk County Soil & Water Conservation District, Cornell Cooperative Extension of Suffolk County, Hempstead Harbor Pro-

tection Committee, Manhasset Bay Protection Committee, Oyster Bay/Cold Spring Harbor Protection Committee, and New York Sea Grant.

For technical assistance with green infrastructure development please contact us at the District. 516-364-5860.

Nassauswcd.org.

## TECHNICAL ASSISTANCE & SERVICES AVAILABLE

### **NATURAL RESOURCES MANAGEMENT:**

- Agricultural Environmental Management (AEM)
- Stream corridor restoration
- Wetland construction and restoration
- Shoreline protection

### **PROJECT IMPLEMENTATION:**

- Grant/contract administration
- Interagency cooperative agreements
- Project survey & design
- BMP implementation on public and private lands

### **PROTECTING PUBLIC HEALTH & SAFETY**

- Water supply protection
- Water quality monitoring

### **LAND USE PLANNING**

- Soil interpretations
- Site plan reviews
- Agricultural Value Assessment
- Stormwater management
- Recreation & open space planning
- Farmland protection
- Wetlands protection
- Watershed protection plans

### **PUBLIC INVOLVEMENT**

- Public participation/stakeholder advisory groups
- Identifying key audiences
- Consensus building
- Coalition building
- Networking
- Environmental education

# NASSAU COUNTY SOIL & WATER CONSERVATION DISTRICT



## CONTACT US:

**Corey Humphrey**  
District Manager  
nassauswcd@optonline.net

**Coreyn Goddard**  
Conservation Technician  
nassauswcd2@optonline.net

**Dolores Gelish**  
Administrative Assistant

Nassau County SWCD  
Malcolm House  
5 Old Jericho Turnpike  
Jericho, NY 11753  
(516) 364-5860  
www.NassauSWCD.org

## FOLLOW US:



"Conservation District  
of Nassau County"

## OUR MISSION

*"WORKING TOGETHER FOR HEALTHY SOILS & CLEAN WATER"*

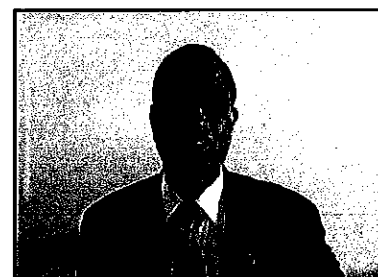
*Our purpose is to protect, preserve, restore, and enhance natural resources through education and technical assistance. We provide programs and technical services to all Nassau County residents and municipalities to manage our precious natural resources.*

## BOARD MEMBERS

**Jaime Van Dyke, Chair**  
Town of Oyster Bay  
jvandyke@oysterbay-ny.gov



**Satish Sood, Vice Chair**  
Nassau County Department of Public Works  
ssood@nassaucountyny.gov



**Kevin Braun, Treasurer**  
Town of North Hempstead  
braunk@northhempsteadny.gov



**Eric Swenson, Secretary**  
At-large  
E.Swenson@hempsteadharbor.org

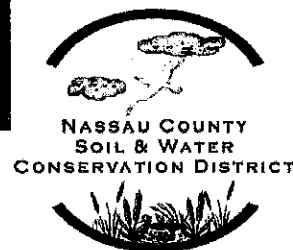


**Patricia Aitken**  
At-large  
aitkenpatricia@gmail.com





# NASSAU COUNTY SOIL & WATER CONSERVATION DISTRICT



## NCSWCD 2014 ANNUAL REPORT

**"WORKING TOGETHER FOR HEALTHY SOILS & CLEAN WATER"**

### INSIDE THIS ISSUE:

New District Manager	2
Raingardens	2
Beach Clean-Up	3
Tree & Shrub Sale	3
LI Envirothon	4
Reforest Nassau	5
Outreach Initiatives	5
Invasive Removal	6
Sustainable Holiday	6
Wetland Restoration	7
ESC Training	7
Film on Stormwater	8
GI Conference	8
Technical Assistance	9
Board Members	10

### CONTACT US:

Corey Humphrey  
District Manager  
Nassau County SWCD  
5 Old Jericho Turnpike  
Jericho, NY 11753  
(516) 364-5860  
[www.NassauSWCD.org](http://www.NassauSWCD.org)  
[nassauswcd@optonline.net](mailto:nassauswcd@optonline.net)

### FOLLOW US:



"Conservation District  
of Nassau County"

## THE DISTRICT TODAY

### A Message from Corey Humphrey, District Manager

Nassau Soil and Water Conservation District proudly presents our 2014 Annual Report. Once again another busy and successful year has passed! As the new District Manager for Nassau County Soil and Water, I had the privilege of working with different organizations, schools, and separate individuals on various projects throughout Nassau County. Some of this year's highlights include the Rain-garden Construction and Workshop Series, the Annual Tree and Shrub Sale, and the NYCDEC Erosion and Sediment Control Training.

The success of these programs and others could not have been possible without the dedication and support from the staff, and the community. We believe that conservation through education can impact the minds and hearts of those who will be future environmental stewards for our natural resources.

This year, was a year of much progress



Nassau County is full of beautiful parks and natural spaces. Theodore Roosevelt Memorial Park in Oyster Bay, NY. Photo Credit: K.C. Alvey.

towards maintaining our precious soil and water resources. However, there is still more work to be done. We are confident that the upcoming year will

bring us closer to our mission, which is to protect, preserve, restore, and enhance natural resources through education and technical assistance, and provide programs and technical services to all Nassau County residents and municipalities to manage our precious natural resources.

And so, as you flip through the pages of this newsletter, we hope you find it interesting, and you learn a lot from the work that the District does. We look forward with working with you and helping us achieve what we came here to do. More success in the coming year!



SWCD Staff, K.C. Alvey and Corey Humphrey with Congressman Steve Israel and SWCD Board member, Eric Swenson.

## NEW DISTRICT MANAGER



Corey Humphrey began as the new District Manager in July 2014. Photo Credit: K.C. Alvey.

2014 was an exciting year for the Nassau County Soil and Water Conservation District. Corey Humphrey started as the new District Manager, bringing his energy, as well as experience in ecological research, educational outreach, habitat restoration, and project management.

With a Masters in Environmental Science from Stony Brook University and 7 years of experience with Cornell Cooperative Extension of Suffolk County, Corey has a comprehensive understanding of the

complex environmental and economic issues facing Long Island. His previous work included the NYSDEC Horseshoe Crab Spawning Index Study and Citizen Science Network, GIS mapping as a stormwater specialist, fisheries research and the coordination of environmental educational programs.

Corey is committed to bringing stakeholders together to support healthy soils and clean water in Nassau County. His vision for the District includes making the agency more available to the public using social media as well

as traditional modes of communication. Since coming to the District in July of 2014, Corey has continued to make the District a resource through educational trainings and technical assistance for residents and municipalities. We're available to answer your questions on topics including, but not limited to: erosion, flood mitigation, rain-gardens, stormwater, and water quality. He can be reached at 516-364-5860 or [NassauSWCD@optonline.net](mailto:NassauSWCD@optonline.net)

## RAINGARDEN CONSTRUCTION & WORKSHOP SERIES

Last year, the District expanded its raingarden campaign, by providing technical assistance in raingarden construction and co-hosting a popular workshop series in November 2014. What is a raingarden? A raingarden is a garden planted in a concave depression, designed to capture stormwater runoff and can help mitigate flooding during a precipitation event.

In the wake of Hurricane Sandy, Long Islanders are looking to raingardening as one of several steps to take to help improve coastal resiliency and mitigate stormwater pollution. Raingardens are beautiful, easy to install, require little maintenance and are a great way to improve water quality and property value. They also increase groundwater recharge rates, and provide habitat for butterflies and other-wildlife.

Over the last few years, the District has helped construct numerous raingardens throughout Nassau County. Jaime Van Dyke, Chair of the Board helped build the first

raingarden on Long Island at the Town of Oyster Bay Animal Shelter in Syosset in 2010. Van Dyke has also worked with the District, Eagle Scouts, and volunteers to construct raingardens at Tackapausha Preserve, the Town Farm in Oyster Bay Cove, and the Jericho Preserve.

This past fall, the District co-sponsored a popular workshop series on raingardens with national expert, landscape ecologist, and co-author of "Blue Thumb Guide to Raingardens," Rusty Schmidt. Over 100 residents, landscape professionals, gardeners, and municipal officials, attended the series, held on November 12th, 19th, and 20th, at the Waterfront Center in Oyster Bay. The presentation topics included sizing, modeling, and maintenance of raingardens. Schmidt demonstrated how simple and enjoyable it is to turn any ordinary garden into a raingarden that can also help the local environment.

"These gardens are the best way to clean water," said Schmidt. "Instead of going into storm drains, water soaks into these concave bowls into the ground



The District joined the Town of Oyster Bay staff and volunteers to construct a raingarden at the Waterfront Center in Oyster Bay, NY. Photo Credit: K.C. Alvey

two feet under the soil. They can be used to filter water from a house, driveway and in this case off of roads and sidewalks in the park."

In addition to the trainings, the District worked with the Town of Oyster Bay and RustySchmidt to plant a demonstration raingarden outside of the Waterfront Center in Oyster Bay. This work was completed with the help of

volunteers and a grant from the Long Island Sound Futures Fund. Thank you to all of the co-sponsors and partners for this successful program: Town of Oyster Bay, National Fish and Wildlife Foundation, Oyster-Bay Cold Spring Harbor Protection Committee, Hempstead Harbor Protection Committee, Sustainable Long Island, Friends of the Bay, and Long Island Sound Study.

## TOWN OF OYSTER BAY HARBOR & BEACH CLEAN-UP

On Saturday, September 20th, the District participated in the 21st Annual Town of Oyster Bay Harbor & Beach CleanUp at Theodore Roosevelt Memorial Park, organized by the Town of Oyster Bay, the North Oyster Bay Baymen's Association and Friends of the Bay. More than 250 volunteers participated in the cleanup event,

removing debris including plastic, paper, food, and even discarded boats.

Governor Andrew Cuomo, Congressman Steve Israel, Nassau County Executive Edward Mangano, and musician Billy Joel, spoke to the volunteers, thanking them for improving the health of the bays and beautifying the



Volunteers hard at work collecting and inventorying trash at the Theodore Roosevelt Memorial Park in Oyster Bay, NY. Photo Credit: K.C. Alvey.



Governor Andrew Cuomo addressed the volunteers, thanking them for their service to Nassau County. Photo Credit: K.C. Alvey.

community.

Nassau County Executive Ed Mangano said, "From protecting our bays and beaches, to marine life and waterways, these environmental cleanup efforts along our shorelines are critical for our way of life in Nassau County. I thank Governor Cuomo, our residents and local organizations that annually commit themselves to leaving our

community better than they found it."

The District also provided information to volunteers about the hydrology of Long Island and additional ways to protect Nassau County's precious natural resources. For future cleanups please visit [Nassauswcd.org](http://Nassauswcd.org).

## 2<sup>ND</sup> ANNUAL TREE & SHRUB SALE A SUCCESS

In spring 2014, the District hosted another successful Tree & Shrub Sale, furthering our mission of promoting environmental conservation. "Nassau County's landscape still suffers from tree and plant loss caused by Hurricane Sandy and winter storms. The sale is a cost effective solution to help beautify areas throughout the County that had trees and shrubs destroyed," said Nassau County Executive Edward Mangano. "Nassau County SWCD's replanting program will help restore the landscape in many neighborhoods, parks, and preserves."

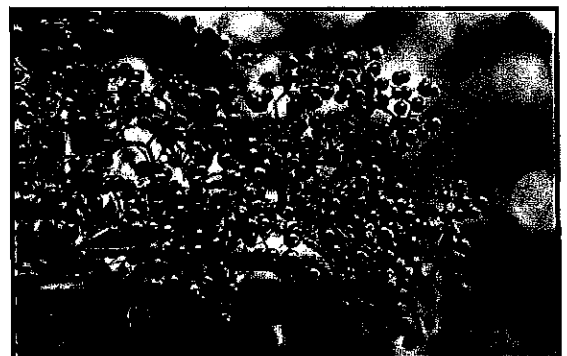
After Hurricane Sandy, the Nassau County SWCD started

the Annual Tree & Shrub sale as a way to help Nassau County residents replace those trees that were destroyed by the Superstorm. The District offered native plants, including oaks, maples and conifers to homeowners seeking to replace trees and shrubs on their property. This program also assisted community groups revitalize parks and preserves.

We are currently taking orders for our 3rd Annual Tree and Shrub Sale. Those interested in purchasing trees and plants through this program for spring 2015 should download the order form from the District's website ([Nassauswcd.org](http://Nassauswcd.org)) or call

(516) -364-586 for more information. Orders must be received by Friday March 13, 2015. Pick up days for orders are Friday April 17 and Saturday April 18th from 9am -6pm at 5 Old Jericho Tpke, Jericho NY 11753. Make checks or money orders payable to "Nassau County SWCD" and mail to the Nassau County Soil & Water District at 5 Old Jericho Turnpike, Jericho, NY

11753, along with the attached order form. Trees and Shrubs are sold in bundles of 10 each and are approx. 24 inches in height.



We offer American elderberry (*Sambucus canadensis*) at the Annual Tree & Shrub Sale.

## WHOLE FOODS DONATES TO LI REGIONAL ENVIROTHON

In the Summer of 2014, the Nassau SWCD accepted a \$5,635 donation for the Long Island Regional Envirothon as part of the 5% Day at Whole Foods Market in Jericho, NY. 5% Day is a community giving day in which 5% of the day's net sales are donated to a local nonprofit or educational organization. The District staffed an educational outreach table at Whole Foods and interacted with the public about various SWCD programs, including the Long Island Regional Envirothon, an environmental studies competition for high school students co-hosted by the Suffolk County Soil & Water Conservation District, the

U.S. Dept. of Agriculture- Natural Resources Conservation Service, and the N.Y.S. Dept. of Environmental Conservation. This donation will help facilitate the 17th annual regional competition that provides high school students the opportunity to gain hands-on skills with activities led by professionals in aquatics, forestry, soils, wildlife, and a current issue. The theme of the 2014 Envirothon was Sustainable Local Agriculture and 2015's current issue is Urban Forestry. The Envirothon engages the next generation of environmental stewards in learning activities that promote the protection, preservation, and restoration of our natural resources, as a life-long com-



*Sachem North High School at SUNY Morrisville representing Suffolk County at the 2014 NYS Envirothon. From left to right: Danielle Paynter, Luke Bordonaro, Emily Watson, Grant Pham and Charlie Horn.*



*SWCD Board Members, Pat Aitken, Jaime Van Dyke, and Eric Swenson with SWCD District Manager, Corey Humphrey and Whole Foods staff.*

mitment. The Envirothon committee has carefully developed the program's learning objectives, which correlate with the N.Y.S. Dept. of Education's "Learning Standards" in the areas of Mathematics, Science and Technology, Social Studies, and English Language Arts. Wantagh High School was the winner from Nassau County and Sachem North High School won for Suffolk County in the 2014 competition. Both teams advanced onto the New York State competition.

Congratulations to Julia Laibach, Jaclyn Onufrey, Andrew Bloniarz, Emily Latif, and Sophia Liu from Wantagh High School and Charles

Horn, Emily Watson, Natalie De-Quarto, Danielle Paynter, and Grant Pham from Sachem North High School.

The 17th Annual Long Island Regional Envirothon will be held on April 28th, 2015 at Old Bethpage Village Restoration, 1303 Round Swamp Road, Old Bethpage, NY. All high schools in Nassau and Suffolk Counties are eligible to participate by registering one or two 5-member teams. All students from the two top scoring teams receive scholarships, prizes, and paid registration and transportation to compete in the New York State Envirothon in May 2015. To register, please visit [www.LIEnvirothon.org](http://www.LIEnvirothon.org).

## SEEKING VOLUNTEERS

*Interested in protecting your local resources? Looking for a chance to give back to your community?*

*The Nassau County Soil and Water Conservation District is currently seeking volunteers to help implement various environmental projects. No experience required. Weekend opportunities available. For more information and a listing of volunteer opportunities visit [Nassauswcd.org](http://Nassauswcd.org) or [facebook.com/nassauswcd](https://facebook.com/nassauswcd)*

**"WORKING TOGETHER FOR HEALTHY SOILS AND CLEAN WATER"**

## REFOREST NASSAU PROGRAM KICKS OFF



Downed trees in Garden City, NY after Hurricane Sandy.  
Photo Credit: CNN.

The District is excited to launch its "Reforest Nassau" campaign, filling a crucial need in the region by reforesting areas impacted by storm damage. Superstorm Sandy decimated over 10,000 trees in Nassau, greatly impacting the

ecology, air quality, coastal resiliency, wildlife habitat and aesthetics of the County.

The vision of the Reforest Nassau pro-

gram is to work with residents, municipalities, school districts, not-for-profit organizations, landscapers and others to raise native bare root trees at "grow-out stations" throughout Nassau County. After growing for several months at

grow-out stations, saplings will be transplanted in public spaces, replacing downed and damaged trees. In 2014, the District began a pilot scale version of the project, in conjunction with Hewlett Woodmere School District's Youth Leadership team, a group that provides service-learning opportunities for high school students in their school garden. The Youth Leadership students are currently raising four varieties of native trees including Tulip, White Swamp Oak, Wild Black Cherry and Red Maple at their grow-out site and the District is providing technical assistance to will help transplant 50 donated trees to Nassau County's Grant Park in the spring of 2015. A transplant plan

is currently being developed with technical guidance from Cornell Cooperative Extension of Nassau County, SUNY Farmingdale's Horticulture Department, NYS Urban Forestry Council and Nassau County Department of Parks, Recreation and Museums. We look forward to expanding this program to add additional grow-out stations through partnering with other school groups, scouts troops, civic groups, and religious congregations. This "Reforest Nassau" program provides students and residents an opportunity to engage themselves in a service learning project and promote environmental stewardship within Nassau County.

## OUTREACH & EDUCATIONAL INITIATIVES

It was a busy year for the District, with a variety of educational and outreach programs. Over 2 weekends in Late September and early October, the District had a table at the 172nd annual Long Island Fair at Old Bethpage Village Restoration, a traditional country fair with harvest events and activities, brass band, concerts, pony rides, and puppet shows.

Over 23,000 people attended

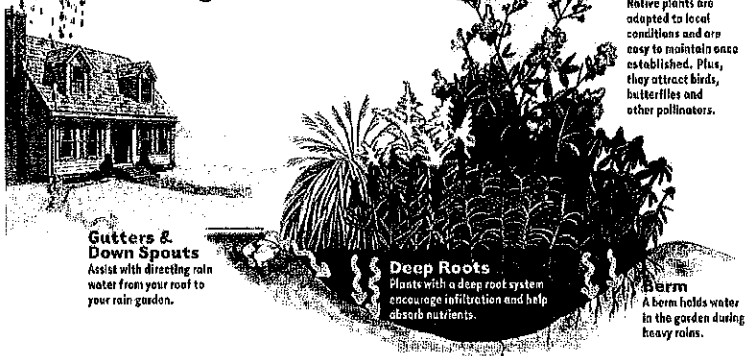
this popular event. We spoke with residents and shared information about the ground and surface water quality, raingardens, and the Long Island Regional Envirothon.

In addition, Corey Humphrey, District Manager, spoke at several community events about stormwater and green infrastructure, including the Long Island Sierra Club and SUNY Farmingdale Horticulture Club in October and November 2014.



The District had a table at the Long Island Fair at Old Bethpage Village in fall 2014. Left to right: K.C. Alvey and Syeda Jafari.

### How does a rain garden work?



The District gives out information about stormwater, raingardens, and other forms of green infrastructure. Photo Credit: Tip of the Mitt Watershed Council.

The District also tabled at two Science Teachers Association of New York State book fairs to promote the Long Island Regional Envirothon with Suffolk SWCD. This event drew an attendance of over 200 educators in attendance at each book fair.

If you are interested in arranging a presentation with your community group in 2015, please contact us at [NassauSWCD@optonline.net](mailto:NassauSWCD@optonline.net) or 516-364-5860.

## INVASIVE AQUATICS REMOVAL AT CEDARMERE



Three quarters of the Cedarmere Pond surface is overgrown by invasives. Photo Credit: Brian Zimmerman.

Since fall 2013, the District has been spearheading the restoration of Cedarmere Pond, thanks to the efforts of Eric Swenson, SWCD Board member and Friends of Cedarmere Board member. Cedarmere

Pond is situated on the estate of William Cullen Bryant, an American romantic poet, journalist, and long-time editor of the *New York Evening Post*. The site overlooks Hempstead Harbor in Roslyn Harbor, NY. It is a magnificent land-

scape with natural and manicured features, including beautiful gardens and trees that still exist from Bryant's time.

In recent history, the Cedarmere Pond surface is over-

whelmed with 2 invasive species; water lilies and duckweed. If left untreated, the water lilies and duckweed will grow larger, preventing sunlight from penetrating the water column and creating a hypoxic (lacking dissolved oxygen in the water) condition. Sunlight penetration through the water is critical for native aquatic plants to flourish, because plants absorb sunlight to live (photosynthesis). These invasive aquatic plants can be removed or harvested by simply pulling them out by hand. The goal of this technique is to try and remove the entire plant, including the root system, by pulling, grubbing, or raking. Rooted plants are carefully dislodged from the bottom substrate so that the

entire plant can be collected and removed from the pond. Invasive plants and plant fragments removed from the pond are then carted off-site so that they do not wash back into the water and propagate themselves.

In June 2014, the District coordinated a "Pond Pull," with enthusiastic volunteers from Friends of Cedarmere and local residents to help remove the invasive plants. The Friends of Cedarmere and the Hagedorn Foundation have supported the project, along with Nassau County Department of Public Works, that provided staff and equipment to assist with the removal. Volunteers are needed for a follow-up removal effort on June 13, 2015. Please sign up through our Volunteer Interest Form online at <http://nassauswcd.org/contact-us/> or call us at 516-364-5860.

## SUSTAINABLE HOLIDAY CELEBRATION & TREE LIGHTING

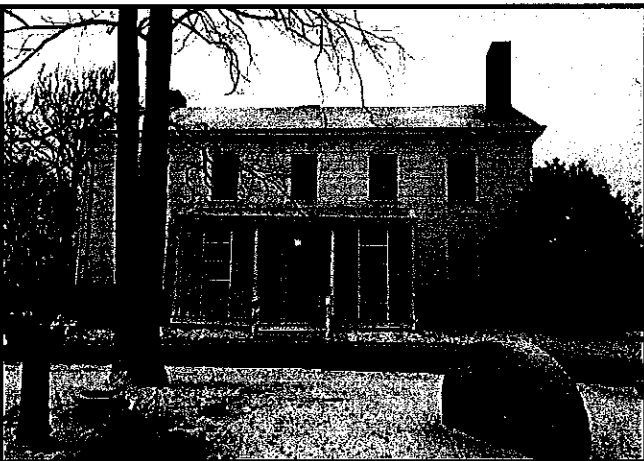
The Nassau County SWCD hosted its 1st Annual Sustainable Holiday Celebration & Tree Lighting on Mon. Dec. 15th from 5-7PM at the historic Malcolm House in Jericho, NY. This event celebrated the end of a successful year and kicked off the Conservation District's "Reforest Nassau" community tree grow-out program. Nas-

sau Soil & Water staff, Board members, and partner organizations attended the event and enjoyed local apple cider, cookies, and holiday treats. Children also enjoyed making holiday crafts made from recycled materials.

The holiday season is a time of warmth and cheer for many people, and a time to celebrate with



Nassau County Soil & Water Conservation District Board Members & staff with Colorado blue spruce. Left to right: Eric Swenson, Jaime Van Dyke, Satish Sood, K.C. Alvey, and Corey Humphrey.



The historic Malcolm House at the Jericho Preserve in Jericho, NY. Photo Credit: K.C. Alvey.

colleagues, friends, and family. This can also be a time of excessive waste and consumption of natural resources. In order to promote environmental conservation, we gave out posters with simple tips to make the holidays more sustainable, including: 1) Buy a live tree with a balled root, 2) Conserve energy with LED lights and a timer, 3) Give sustainable gifts, 4) Buy locally produced food and drinks, and 5)

Use reusable dishes and utensils. Additional tips and a poster available for download at [www.NassauSWCD.org](http://www.NassauSWCD.org).

To conclude the event, the District held a ceremonious lighting of a potted tree. This Colorado blue spruce will be transplanted at the Malcolm House after the holidays (Spring 2015)

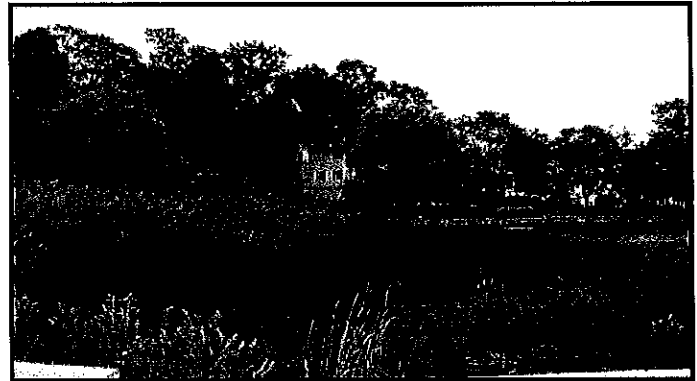
## WETLAND RESTORATION IN PORT WASHINGTON

Each year, the Nassau County SWCD coordinates a variety of ecological restoration projects across Nassau County. In 2014, we focused on a wetland restoration project at Mill Pond, adjacent to Manhasset Bay in Port Washington, NY. In partnership with the Town of North Hempstead, the District has set a goal to remove the invasive common reed (*Phragmites australis*), which has infested the pond and outcompeted the native smooth cordgrass (*Spartina alterniflora*) from flourishing.

The site is owned by the Town of North Hempstead and has been rehabilitated in the past, but the *Phragmites* has returned and impaired the ecosystem's ability to function. The *Phragmites* has decreased the water quality of this tidal

pond by creating large, dense, monoculture that outcompetes native plants and displaces wildlife, and critical marine organisms. Once established, *Phragmites* spreads vigorously by horizontal above-ground stolons and underground rhizomes. Because of the ability of *Phragmites* to resprout after cutting or other disturbance, the use of a systemic herbicide is necessary to ensure the removal of this invasive plant. The Town of North Hempstead is coordinating the herbicide application with a New York State certified commercial pesticide applicator.

The District will help contribute to the restoration of Mill Pond through purchasing and replanting native *Spartina alterniflora* and *Spartina patens* in April 2015. We are going to be planting nearly 4,000 *Spartina* plugs, and



Mill Pond in Port Washington, NY is infested with invasive *Phragmites*, damaging water quality. Photo Credit: K.C. Alvey.

seeking volunteers to support the effort. This is a great opportunity to gain hands-on experience with ecological restoration and to help protect Nassau County's precious wetlands. If you are interested in helping with this project, please sign up through our Volunteer In-

terest Form online at <http://nassauswcd.org/contact-us/> or call us at 516-364-5860.

## NYSDEC EROSION & SEDIMENT CONTROL TRAINING



The District hosted the NYSDEC 4-hour Erosion & Sediment Control Training for developers and contractors on Feb. 4th, 2015. Photo Credit: Clean Water MN.

The District has hosted a NYSDEC Endorsed 4-Hour Erosion and Sediment Control (E&SC) Training on February 4, 2015 as part of our commitment to improve the region's water quality in the ground and on the surface. 96 contractors, engineers, municipal staff and

equipment operators participated in this training and were rewarded with an official NYSDEC proof of training card that is valid for 3 years. This training is a requirement under the NYSDEC Stormwater permit GP-0-10-001; all developers, contractors, and subcontractors must identify at least one trained individual from their company that will be responsible for implementation of the Stormwater Pollution Prevention Plan, and have at least one trained individual on site on a daily basis when soil disturbance activities are being performed. The training was held at Old Bethpage Village Restoration's exhibition hall, in Old Bethpage, NY. The cost of the training was \$100 that included, lunch, refreshments, training materials, certificate, and certificate ID card. Participants were trained by CPESC trainer Brian Scoralick from Dutchess County Soil and Water Conservation District.

For future NYSDEC 4 hour Erosion and Sediment Control Trainings, please visit [Nassauswcd.org](http://Nassauswcd.org) or [facebook.com/NassauSWCD](https://facebook.com/NassauSWCD). Future training sessions are sched-

uled for the fall and winter of 2015. Please contact Nassau SWCD for more information.

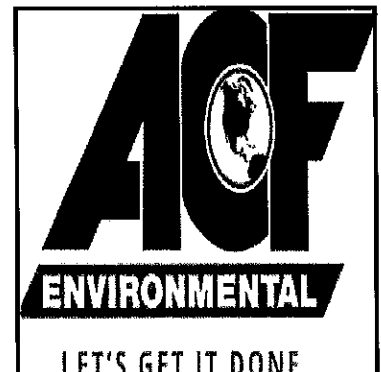
We would like to thank the sponsor for this February 4th training at Old Bethpage Restoration Village.

ACF Environmental

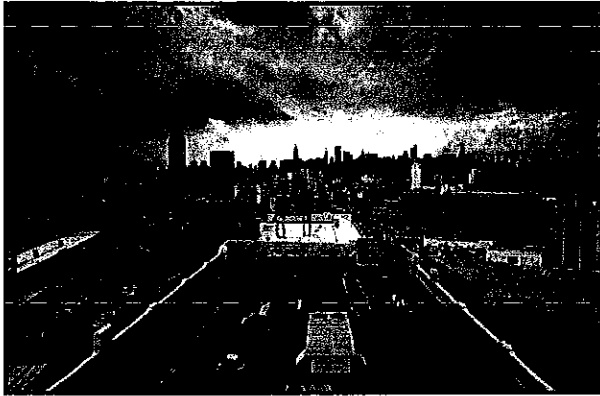
1-800-448-3636

[info@acfenv.com](mailto:info@acfenv.com)

[www.acfenvironmental.com](http://www.acfenvironmental.com)



## FILM ABOUT STORMWATER & GREEN INFRASTRUCTURE



Urban agriculture is a form of green infrastructure. Photo Credit: Brooklyn Grange

Nassau County is among the most developed regions in New York State. As in other similar areas, a great deal of the surface is paved, creating a large amount of un-

treated stormwater runoff. Stormwater discharges in these areas are of major concern due to high concentration of pollutants found in these discharges.

Concentrated development in urbanized suburban areas substantially increases the amount of impervious surfaces, such as paved streets, driveways, parking lots and sidewalks. Pollutants from concentrated human activities settle and remain on these surfaces until a storm event washes them into nearby storm drains.

The District received a grant from the N.Y.S. Dept. of Environmental Conservation to develop a film to educate the general public, about stormwater and green infrastructure. With this project, we will educate the public, students, officials, and developers, on the impacts associated with stormwater runoff and green infrastructure practices, that can be utilized to help limit these impacts. The film will also inform viewers about best management practices, and smart-growth technologies that can be implemented throughout the region. This fall, we began working on the preproduction for the film and plan to

continue shooting the scenes throughout the winter and spring of 2015.

The film features experts in stormwater, green infrastructure, and sustainability. As well, feature several GI examples from around the region including bioswales, retention ponds, rain-gardens, permeable pavements and catch basin filters. This program has been a major undertaking for the District, who reached out to Hofstra University and SUNY Old Westbury for 3 interns, who are helping support the project, in addition to the production company, Faithful Dog Digital LLC based in NY.

We look forward to distributing this educational film to community groups, schools, and municipalities in Nassau County in 2015.

## LONG ISLAND GREEN INFRASTRUCTURE CONFERENCE

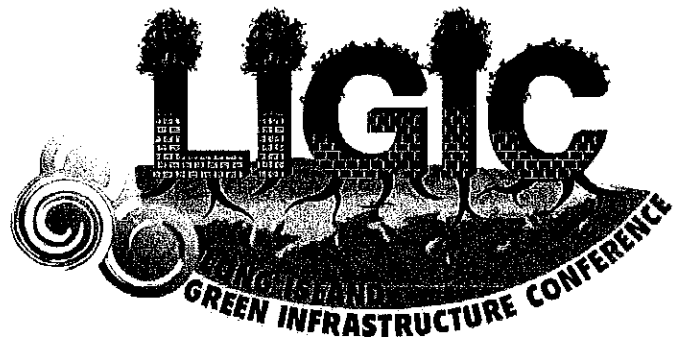
On June 11, 2014, the District co-hosted the 3rd Annual Long Island Green Infrastructure Conference & Expo at the Town of North Hempstead's "Yes We Can" Community Center in Westbury, NY. The conference focused on innovative green infrastructure technologies and strategies for coastal and inland resiliency planning, in the wake of Hurricanes Irene and Sandy.

Green infrastructure (GI) uses vegetation, soils, and natural processes to manage water, increase stormwater infiltration, and create healthier urban environments. According to the EPA, green infrastructure can range in scale from site design approaches such as raingardens and green roofs to regional planning approaches such as conservation of large tracts of open land. Green infrastructure practices have many co-benefits and can help

reduce carbon emissions, protect water quality, improve quality of life, and provide wildlife habitat.

The conference was attended by municipal officials, planners, consultants, property owners, developers, and residents. They were provided with the information needed to implement cost effective, sustainable green infrastructure practices and to protect Long Island's valuable natural resources.

The conference included a tour of the LEED (Leadership in Energy and Environmental Design) Platinum "Yes We Can" Community Center, workshops and a keynote address by Jon Kaiman, Special Advisor on Superstorm Sandy relief to Governor Andrew Cuomo. Lectures and workshop sessions included applications of GI for Coastal Protection, Effects of Climate Change and Adaptation Planning, Municipal codes and Breaking Barriers, and Economic Value of GI. The confer-



The Nassau SWCD played a key role in organizing the Long Island Green Infrastructure Conference, held on June 11, 2014.

ence also gave participants a look into the current technologies and material including stormwater calculators and methods of retrofitting existing infrastructure to meet GI goals.

Thank you to everyone who helped make this a successful event: Suffolk County Soil & Water Conservation District, Cornell Cooperative Extension of Suffolk County, Hempstead Harbor Pro-

tection Committee, Manhasset Bay Protection Committee, Oyster Bay/Cold Spring Harbor Protection Committee, and New York Sea Grant.

For technical assistance with green infrastructure development please contact us at the District. 516-364-5860.

Nassauswcd.org.



## TECHNICAL ASSISTANCE & SERVICES AVAILABLE

### **NATURAL RESOURCES MANAGEMENT:**

- Agricultural Environmental Management (AEM)
- Stream corridor restoration
- Wetland construction and restoration
- Shoreline protection

### **PROJECT IMPLEMENTATION:**

- Grant/contract administration
- Interagency cooperative agreements
- Project survey & design
- BMP implementation on public and private lands

### **PROTECTING PUBLIC HEALTH & SAFETY**

- Water supply protection
- Water quality monitoring

### **LAND USE PLANNING**

- Soil interpretations
- Site plan reviews
- Agricultural Value Assessment
- Stormwater management
- Recreation & open space planning
- Farmland protection
- Wetlands protection
- Watershed protection plans

### **PUBLIC INVOLVEMENT**

- Public participation/stakeholder advisory groups
- Identifying key audiences
- Consensus building
- Coalition building
- Networking
- Environmental education

## NASSAU COUNTY SOIL & WATER CONSERVATION DISTRICT



### CONTACT US:

**Corey Humphrey**  
District Manager  
[nassauswcd@optonline.net](mailto:nassauswcd@optonline.net)

**Coreyn Goddard**  
Conservation Technician  
[nassauswcd2@optonline.net](mailto:nassauswcd2@optonline.net)

**Dolores Gelish**  
Administrative Assistant

Nassau County SWCD  
Malcolm House  
5 Old Jericho Turnpike  
Jericho, NY 11753  
(516) 364-5860  
[www.NassauSWCD.org](http://www.NassauSWCD.org)

### FOLLOW US:



"Conservation District  
of Nassau County"

## OUR MISSION

*"WORKING TOGETHER FOR HEALTHY SOILS & CLEAN WATER"*

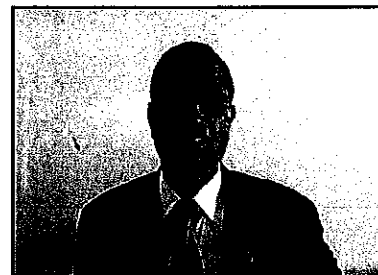
*Our purpose is to protect, preserve, restore, and enhance natural resources through education and technical assistance. We provide programs and technical services to all Nassau County residents and municipalities to manage our precious natural resources.*

## BOARD MEMBERS

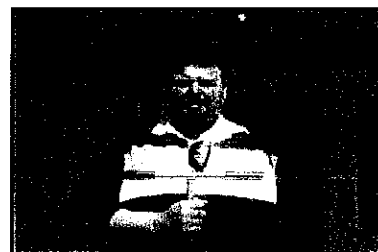
**Jaime Van Dyke, Chair**  
Town of Oyster Bay  
[jvandyke@oysterbay-ny.gov](mailto:jvandyke@oysterbay-ny.gov)



**Satish Sood, Vice Chair**  
Nassau County Department of Public Works  
[ssood@nassaucountyny.gov](mailto:ssood@nassaucountyny.gov)



**Kevin Braun, Treasurer**  
Town of North Hempstead  
[braunk@northhempsteadny.gov](mailto:braunk@northhempsteadny.gov)



**Eric Swenson, Secretary**  
At-large  
[E.Swenson@hempsteadharbor.org](mailto:E.Swenson@hempsteadharbor.org)



**Patricia Aitken**  
At-large  
[aitkenpatricia@gmail.com](mailto:aitkenpatricia@gmail.com)

