

# Watershed Agricultural Council

Agriculture ♦ Forestry ♦ Conservation Easements ♦ Economic Viability

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## Executive Committee Meeting June 21, 2022

### I. Call to Order

Meeting called to order at 10:07 a.m. by Wayland “Bud” Gladstone.

Members Present:                      Dave Cammer                                      Karl Gockel  
    Bud Gladstone                                      Fred Huneke  
    Tom Hutson    John Vickers, NYC DEP, via Zoom  
    Tom Hutson

Members Absent:                      Richard Giles

Others Present:                              Ryan Naatz, portion                              Steve Reed  
    Lee Harris, DOI, via Zoom                      Jessica Nowlin, NYC DOI, via Zoom  
    Michael Vander Werff, NYC DEP, via Zoom

### II. Approval of Minutes

**Motion to approve the minutes of the May 17, 2022 meeting as presented.**

**Motion: Tom Hutson**

**Second: Dave Cammer**

**Approved**

### III. Discussion

#### A. Executive Director Evaluation

**Motion to go in to Executive Session to discuss the evaluation of the Executive Director.**

**Motion: Tom Hutson**

**Second: John Vickers**

**Approved**

**Amy Faulkner and Ryan Naatz were not present during the Executive Session discussion.**

**Motion to come out of Executive Session.**

**Motion: Dave Cammer**

**Second: John Vickers**

**Approved**

**Amy Faulkner and Ryan Naatz joined the meeting at this time.**

#### B. Delaware County SWCD and CCE Delaware County Subcontracts

TDD 1-800-662-1220

Watershed protection through partnership.

af: 6/21/22

The Committee requested an update on the status of the subcontracts with DC SWCD and CCEDC. Ryan reported that the most recent drafts with CCE and SWCD comments were submitted to DEP and DOI for review/confirmation. John Vickers and his team met with BLA and were largely accepting of the stylistic edits but there were a few substantive areas where modifications will not be acceptable to DEP. This includes the mention of a 1/12<sup>th</sup> reserve in both contracts; the removal of the requirement regarding Directive 6; and the omission of specific language in the termination clauses. Ryan and Amy will review those again to ensure that WAC is not taking on additional liability.

Larry Underwood requested a meeting with WAC, DOI and DEP. This morning Larry also stated that he would like to discuss short-term options for DCSWCD, as it is not likely this will be resolved by June 30<sup>th</sup>, which is when both contracts expire.

Ryan stated that CCEDC is mostly amenable to the changes but was concerned with their status as an independent contractor, DEP was acceptable of the additional language requested regarding that. Ryan and Amy will follow up with CCEDC today to provide the final draft. Ryan is cautiously optimistic that CCEDC subcontract will be in place by June 30, 2022. The issue of the 1/12<sup>th</sup> reserve will need to be explained to CCEDC

Fred asked to hear from John Vickers. John reported that they met with Bureau of Legal affairs and reviewed the DCSWCD comments and much of it was stylistic and there was no issue accepting that. A number of the language changes were agreed to and the formatting in the termination clause. The cash reserve is not going to be allowed. The 1/12<sup>th</sup> reserve does not exist in the subcontracts between DEP and DCSWCD and CCEDC. There are a number of concerns on this; mainly that WAC would not be reimbursed for that payment. DEP is unaware of any instances where WAC has not paid DCSWCD or CCEDC. WAC has always maintained full payments even when WAC was on a line of credit itself.

Jessica added that the monitorship agreement requires that when WAC is entering in to a contract at \$40,000 or more and/or has directly funded employees, the employees are bound by the code. This is not uncommon of City contracts and is protective of WAC. DOI has not been provided anything from either organization that would support that DCSWCD and CCEDC cannot sign those documents. DOI and WAC have asked repeatedly what the specific issues are with the Code. To give an exception to these entities weakens the monitor agreement. DOI is expecting WAC to show commitment to the monitorship agreement. Jessica expressed her agreement to meet with CCEDC and DCSWCD to further explain. Again, the documentation DCSWCD mentioned regarding municipal law has not been received, however, if the law is compelling enough then perhaps their position will change but that has not been provided yet. Ryan added that Larry Underwood stated in an email that he would send that documentation to WAC on June 16<sup>th</sup> but it has not been received.

Fred asked if the contracts between DEP and DCSWCD include the same requirements of Code of Conduct and COI. John responded that government to government is different and most of these requirements are as a result of the monitorship agreement. Fred also expressed frustration in that it seems that every negotiation with DC SWCD is difficult, with much time being spent on them trying to assert their independence or exemption from the rules. John Vickers added that he did receive that same type of feedback with other employees at DEP that have worked with DC SWCD in the past. Fred asked John what DEP's position will be if WCA decides not to subcontract with DC SWCD any longer. John stated that he spoke to Paul Rush and they both said that if DC SWCD cannot sign the contract that WAC presents to them there is nothing in the WAC/DEP contract that prevents WAC from making changes in order to be able to meet its contractual obligations.

Ryan explained that the payments for both contracts for the month of July are due to be processed this week; that cannot happen without executed contracts in place. Once the subcontracts are signed, DEP will need approximately one week to get the contract through their registration process.

Karl Gockel stated that he is hopeful that WAC and the subcontractors can work through these contracting issues as the partnerships do work very well. Amy added that DC SWCD employees are valuable and would not be easily replaced which is why she and Ryan along with DEP and DOI continue to make the requests from both subcontractors a priority.

**IV. Adjournment**

**Motion to adjourn the meeting at 11:12am.**

**Motion: Tom Hutson**

**Second: Fred Huneke**

**Approved**