



LANCASTER COUNTY CONSERVATION DISTRICT MONTHLY BOARD MEETING AGENDA

Wednesday, January 4, 2023
Lancaster Farm & Home Center
Zoom Info: <https://zoom.us/j/91731607863>
Business Meeting 7:30 PM

Timer

7:30 Invocation – Kent Weaver
Call to Order, Chairman, Dan Heller
Welcome & Introductions – Dan Heller
Additions to the Agenda – Christopher Thompson
Public Comment: Survey media/quests: Agenda items of interest – Dan Heller

7:40	I. <u>*Reorganization of the Board</u>	<u>Page #</u>
	1. 2023 Appointments to the BOD (attachment).....	1
	2. Election of Officers (attachment).....	1
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	4. Election of PACD Voting Delegates (attachment).....	3
7:55	II. <u>Agency Reports</u>	
	1. USDA, NRCS - Grove (attachment)	4
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8:05	III. <u>*Consent Agenda</u>	
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8:10	IV. <u>*Additional Business</u>	
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	*2. Personnel Comm Report-Summer Intern Request to Advertise-Kofroth/Gregory(attachment)	17
	*3. Ag Resource Committee Report - Compliance Referral - Lutz (attachment)	18
	*4. PennVest Funding Agreement - Amos Esh Project - Thompson (attachment).....	18
	*5. E&S Committee - 12/15/22 Meeting Report - Stern (attachments)	19
	*6. Exelon Project Approval - Kofroth (attachment).....	20
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	*8. Ag Conservation Assistance Program (ACAP)-Delegation Agreement-Thompson (attachment)..	22
	*9. Banquet Committee Report - Hartz (attachment)	23
9:00	V. <u>Reports & Information</u>	
	1. Correspondence, News, and Updates - Thompson (handouts).....	
	2. Conservation Foundation Report - CWP/LCCD Update - Thompson (attachment/day of packet)	23
	3. E&S/NPDES Monthly Projects Report - Stern (attachment)	24
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9:15 VI. Additional Public Comment

9:20 VII. Adjourn

(Directors, please call the District office if you will not be attending)

Dates to Remember:

1/2/23, Office Closed for New Year's Day	1/6-26, PACD 10-11 am Winter Mtg Virtual Committee Mtgs
1/16, Office Closed for Martin Luther King Holiday	

NEXT MEETING DATE: Wednesday, February 1, 2023, @ 1:00 p.m.
At the Lancaster County Farm & Home Center

***Action Required**

Reorganization of the Board

Item I.1

2023 Appointments of BOD

Affirming the Oath of Office of a District Director (4yr term)

Being appointed to the office of Director of the Conservation District Board is a confirmation that the community considers you a worthy leader and advocate for the good stewardship of our County's natural resources. This honor is not without its duties and obligations. By taking the oath of office, Directors agree to serve the people of Lancaster County in developing programs to effectively manage our natural resources and to uphold and support the work of the Lancaster County Conservation District.

- Roger Rohrer has been approved by the County Commissioners to be reappointed as a Farmer Director. Roger's term will expire on December 31, 2026.
- Kent Weaver has been reappointed as a Public Director whose term will also expire on December 31, 2026.
- Commissioner John Trescot has been appointed as the Commissioner Representative, which is renewed annually, and his term will expire on December 31, 2023.

Item I.2

Election of Officers

The slate of officer candidates listed below is put forward for BOD consideration and approval, but nominations may also be made from the floor. Anyone wishing to do so should contact Suzanne before the business meeting on January 4, 2023, so their name can be added to the slate.

Chairman - Dan Heller

Vice Chairman - Roger Rohrer

BOD Secretary/Treasurer - Kent Weaver

Staff Secretary - Suzanne Kopp

Item I.3

Appointing the Board of Associate Directors (2yr term)

Associate Directors enjoy the same honor of appointment because of their recognized leadership in the community. They may participate actively in Board and Committee Meetings as well as all other District functions and activities. The one right of office withheld from the Associate Director is that they may not present motions or vote at Board meetings.

LCCD currently has 4 open seats in our 2023-24 class of Associate Directors. The Nominating Committee has received 3 nominations. Others can be presented at the January meeting:

- Lisa Graybeal, (Reappointment) - Dairy Farmer, Peach Bottom, PA
- Greg Strausser, (Reappointment) - Principle of Strausser Surveying & Engineering, Neffsville, PA
- Jennifer Engle, (Resume attached) - Marketing & Public Relations Executive, Millersville, PA.

JENNIFER K. ENGLE, CCP, MPA

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Marketing, Public Relations & Communications ~ Strategic Planning & Positioning
Training ~ Leadership Development ~ Content Management & Audience Engagement
Team Building ~ CSR ~ Public Affairs & Government Relations
Budget Development & Administration ~ Customer Service ~ Relationship & Consensus Building

EXECUTIVE PROFILE

An experienced, detail-oriented marketing/communications/management professional in the for- and non-profit and government sectors with excellent business leadership and entrepreneurial skills who has helped build and grow organizations. Record of developing and implementing needs assessments and focused strategic plans and initiatives; developing, working with, training, and motivating teams to identify and achieve goals; targeting best methods to communicate with various stakeholders to build buy in, loyalty and raise funds - increasing revenues and membership, media and public awareness, and developing and enhancing relationships. Well organized, creative problem solver who enjoys challenges and successfully produces exciting, ethically sustainable futures.

PROFESSIONAL EXPERIENCE

- **Substitute Teacher, Tutor, Adult Instructor** – reactivated teaching certificate after previously leaving teaching; long term and daily sub at various Lancaster County schools; tutor students of all ages, primarily in French and Spanish; teach adults at Ware Center (MU) – 2018 - present
- **jke marketing & communications – Green Plus Certified Boutique Communications Firm** - Owner & Principal 1995 - 2020 - Selected Clients: PA Wine Association, Goodwill Industries, League of Women Voters of PA, Armstrong World Industries, Susquehanna Pfaltzgraff, Small Steps Day Care Schools; Lancaster General Hospital, PennDOT, Charter Home Builders, Community Bank, Humane League, numerous wineries & tourism attractions; freelance writer; speaker; trainer
- **Contributing author** – *The Unstoppable Woman’s Guide to Emotional Wellbeing (Self-Motivation)*, *The Unstoppable Entrepreneur (Building a Top-Notch Team)*, *PRNews CSR and Green Messaging & Employee Communications Handbooks*, *Women’s Advantage Calendar*
- **HuffPost Live Contributor** – 2012 - present
- **J. Morales & Associates** trainer – 2015 – present (primarily diversity and inclusion)
- **MVP Seminars** – speaker, business trainer - 2011 – 2020
- **WomenCentric** blogger – 2010 – 2020
- **Pennsylvania Wine Association** – Executive Director (on loan) – 2002-2006
- **Goodwill Industries of Southeastern PA** – Director of Marketing & ADA Coordinator
 - Prior Employment: Penn Laurel Girl Scout Council – Director of Public Relations
 - Lancaster County MH/MR, D & A – Director of Communications

Appointing PACD Voting Delegates

Each Conservation District in good standing shall designate a Voting Delegate and up to three Alternate Delegates for the purpose of voting at Region Meetings and Executive Council meetings. This selection shall be made at a regular or special meeting of the Conservation District Board after the Conservation District Board has been appointed for the ensuing year. The Voting Delegate and Alternate Voting Delegates may be a District Director, Associate Director, or District Staff person.

We are still looking for 1 or 2 Alternate Voting Delegates, but Sonia Wasco has again agreed to serve as the Lancaster voting representative and if approved by the BOD at the January meeting she will be joined by Chris Thompson who will act as one of the Alternate Voting Delegates.

***A ballot vote will be taken for all positions at the January BOD meeting.**



Activity Report to LCCD Board of Directors December 2022

Lancaster Field Office Personnel:

Heather Grove, Supervisory District Conservationist
Mark Myers, Soil Conservationist
Joel Alicea-Hernandez, Soil Conservationist
Brett Ramer, Soil Conservationist
Mark Long, Soil Conservationist
Michael Albert, Soil Conservationist
Christine Griesemer, Soil Conservationist
Camila Martinez, Soil Conservationist

Ashley Rice, Soil Conservation Technician
VACANT, Soil Conservation Technician
VACANT, Civil Engineering Technician
Lari Jo Walker, Program Assistant, RC&D
Jeff Sholly, Engineer, PACD
Ashley Spotts, Restoration Specialist, CBF
Julia Smith, Biologist, PF (York & Lancaster)
Elli Liput, Biologist, PF (Dauphin, Lebanon & Lancaster)

Conservation Planning Activities*:

FY22 Total (#)	FY22 Total (Ac)	FY23 Mo. Total (#)	FY23 Mo. Total (Ac)	FY23 Total (#)	FY22 Total (Ac)
33	3,809.92	4	236.9	5	285.9

*SEE "ACKNOWLEDGMENT OF CONSERVATION PLANS" REPORT

Conservation Practice Installation Activities*:

Practice Code & Name	FY22Total	FY23 Mo. Total	FY23Total
313 – Waste Storage Facility (no)	12	-	1
362 – Diversion (ft)	3,132	-	-
367 – Roofs & Covers (no)	8	-	1
382 – Fence (ft)	12,594	-	440
412 – Grassed Waterway (ac)	7.1	1.3	2.5
516 – Livestock Pipeline (ft)	2,559	-	-
561 – Heavy Use Area Protection (sq ft)	22,553	-	350
575 – Trails & Walkways (ft)	2,219	32	252
578 – Stream Crossings (no)	1	-	-
600 – Terraces (ft)	23,046	2,754	3,692
614 – Watering Facility	14	-	-
620 – Underground Outlet (ft)	10,837	108	1,112
634 – Waste Transfer System (no)	10	2	2
327 – CREP Conservation Cover (ac)	59.06	-	21.25
391 – CREP Riparian Forest Buffer (ac)	58.52	1.39	1.39
390 – CREP Riparian Herbaceous Buffer (ac)	0	-	-

*REFLECTS COMMON PRACTICES INSTALLED THROUGH NRCS & FSA FINANCIAL ASSISTANCE PROGRAMS; DOES NOT REPRESENT ALL PRACTICES INSTALLED.

Financial Assistance Conservation Program Activities:

- Financial Assistance Contract Obligation:

Program	FY22 Total (#)	FY22Total (\$)	FY23Total (#)	FY23 Total (\$)
EQIP/AMA	22	\$1,926,714	-	-
CSP	3	\$298,017	-	-
RCPP	15	\$3,421,648	-	-

- Financial Assistance Payments:

Program	FY22 Total (\$)	FY23Mo. Total (\$)	FY23 Total (\$)
ALL PROGRAMS	\$2,247,795.72	\$101,796.81	\$197,476.87

- **Environmental Quality Incentive Program (EQIP)**
 - Sign-up Deadlines – 11/1, 1/1, 3/1, 5/1
 - Sign-up 1 Applicants - 35
- **Conservation Stewardship Program (CSP)**
 - Sign-up Deadline – 1/1
- **Regional Conservation Partnership Program (RCPP)**
 - Sign-up Deadlines – 11/1, 1/1, 3/1, 5/1
 - Sign-up 1 Applicants
 - RCPP – Lancaster Clean Water Partners – 14
 - RCPP – Alliance for the Chesapeake Bay – 8

Conservation Easement Program Activities (ACEP):

- Agricultural Land Easement (ALE) Acquisition Activities:

Program/Activity	FY22 Total (#)	FY22 Total (ac)	FY23 Total (#)	FY23 Total (ac)
ALE Easement Requests	-	-	-	-
ALE Easement Closings	3	149.28	-	-

- Easement Annual Monitoring Activities

Program/Activity	FY22 Total (#)	FY23 Total (#)
GRP Monitoring - Offsite	1	-
GRP Monitoring - Onsite	-	-
WRP/WRE Monitoring - Offsite	4	-
WRP/WRE Monitoring - Onsite	10	-
FRPP/ALE Monitoring - Onsite	8	-

Conservation Reserve Enhancement Program Activities (CREP):

- Approved Plans:

	FY22 Total (#)	FY22 Total (Ac)	FY23 Total (#)	FY23 Total (Ac)
New	16	62.92	-	-
Re-enrollments	28	177.98	-	-

Administrative Activities:

- Soil Conservationist – Joel Alicea-Hernandez is joining the Lancaster Field Office as a transfer from NRCS in Gaylord, MN on December 19th.
- Civil Engineering Technician – Vacancy posted; only 2 applicants on panel. Position will be re-advertised.
- Soil Conservation Technician – Vacancy posted, only 2 applicants on panel. Position will be re-advertised.

Notable Meetings & Trainings:

- 12/1 – Lancaster NRCS Planner Team Meeting (Grove, Albert, Long, Myers, Ramer)
- 12/8 - RUSLE2/Conservation Planning Training for District & NRCS New Hires, Lancaster (Myers)
- 12/22 – PA SE NRCS FY23 Program Roll-out Meeting (Grove, Alicea-Hernandez, Myers)

Respectfully Submitted,



Heather L. Grove
District Conservationist

**January 2023 DEP Conservation District
Field Rep Talking Points**

Funding Opportunities:

Growing Greener: The Bureau of Watershed Restoration and Nonpoint Source Management (BWRNSM) is anticipating an announcement for Growing Greener awards early in the new year.

DEP is accepting applications for \$103.4 million in Abandoned Mine Reclamation Grants

United States Department of Interior's Office of Surface Mining Reclamation and Enforcement has authorized DEP's Bureau of Abandoned Mine Reclamation (BAMR) to accept applications for [abandoned mine reclamation and mine drainage treatment project grants](#). The deadline for applications is **January 13, 2023**.

DEP's Bureau of Abandoned Mine Reclamation has a total of \$103.4 million in federal Bipartisan Infrastructure Law funding available in this first grant round in four categories: Abandoned Mine Land reclamation projects; Acid Mine Drainage operation and maintenance or replacement of existing AMD facilities; new Acid Mine Drainage Treatment Facility projects; and Abandoned Mine Land Economic Revitalization Program projects. Eligible applicants include county or municipal governments; county conservation districts; councils of government; municipal authorities; and nonprofit organizations.

Policies and Procedures

District Director Nomination Process - As of December 27, 2022, nineteen counties have NOT submitted anything to the Commission for Director appointments. Please communicate with your Chief Clerk to see if they need any assistance. All director appointments must be submitted to the Commission for review before they become final. Staff will continue to review conservation district nominations as they are received. Questions may be directed to your Conservation District Field Rep or Barb Buckingham bbuckingha@pa.gov.

Conservation District Team Sheets – Conservation Districts are required to update their Team Sheets in Greenport with new Directors and terms by January 31 of each year. In addition, districts should update information in the Tam Sheets throughout the year whenever there are other changes including, staff, Directors, district address, phone, fax or email addresses.

Leadership Development Employment Law Seminars

Adam Long of McNees Wallace & Nurick LLC will present a series of seminars on Employment Law for Conservation Districts on February 21 at the Hilton Garden Inn Pittsburgh/Cranberry, February 22 at the Ramada State College, and February 23 at Country Inn & Suites Lehighton-Jim Thorpe. A follow-up webinar is planned for March.

The presentation will provide a comprehensive overview of practice and policy for lawfully and effectively managing conservation district staff. Topics will include hiring considerations and employment policies such as harassment training and policy, employee absences and leave, wage and employee classification, and best management practices for staff communication, confidentiality, conduct, and performance concerns.

All Conservation District Managers, Directors and Associate Directors are encouraged to attend. Networking begins at 9:00am and seminars will be held from 10:00am to 3:00pm. Lunch is provided, and all attendees will receive a bound reference document to supplement the presentation. There is no fee to attend, but registration required.

[Register for Hilton Garden Inn Pittsburgh/Cranberry Tuesday February 21](#)

[Register for Ramada State College Wednesday February 22](#)

[Register for Country Inn & Suites Lehighton-Jim Thorpe Thursday February 23](#)

PA Agricultural Conservation Assistance Program (ACAP)

The State Conservation Commission (Commission) continues to develop the newly authorized Agricultural Conservation Assistance Program or ACAP. Seventy percent (70%) or \$154 million of the CSF is dedicated to ACAP. This initial allocation of funds must be committed by December 31, 2024 and spent by December 31, 2026.

The Commission anticipates allocating a total of \$141.68 million to county conservation districts over the next 3 fiscal years. Participating districts will receive an equal allocation once a year for the next three years. As required by law, districts will have 2 years from the time of receipt to spend these funds.

On November 15, 2022 the Commission approved draft Guidelines, Delegation Agreement and ROMs, and an Apportionment Funding Amounts Spreadsheet. These draft ACAP documents have obtained legal's final approval and were sent out to all districts for consideration on Wednesday, December 21, 2022. SCC Staff intend to conduct monthly webinars for all District managers for the foreseeable future.

Upcoming Webinars for District Managers:

Wednesday, January 11, 2023 @ 9:00 am

Wednesday, February 8, 2023 @ 9:00 am

Wednesday, March 8, 2023 @ 9:00 am

ACAP Workgroups Continue

SCC has formed two Advisory Workgroups for the ACAP. The ACAP Advisory Workgroup reviews draft documents and provides input on new policies in the program. The ACAP Technical Assistance Workgroup has been formed to advise on the task of Trainings for Technical Assistance as well as technical support across the state. SCC continues to hold these workgroups every two weeks to discuss ongoing issues and implementation of ACAP. A third Center Subcommittee has also been formed to discuss how to set up and build the groundworks for the Center.

Nutrient Management /Manure Management

PAG-12 Administrative Extension Published December 17

The PAG-12 is the NPDES General Permit for Operation of Concentrated Animal Feeding Operations (CAFOs). The Bureau of Watershed Restoration and Nonpoint Source Management and Bureau of Clean Water have consulted with the DEP Agricultural Advisory Board (AAB) on the reissuance of the PAG-12 since the inception of the AAB PAG-12 workgroup in December 2020. The AAB received copies of the pre-Draft and Draft permit in July 2022. EPA received the Draft permit in June 2022 and provided official comments on the Draft permit in September 2022. The AAB did not have comments on the pre-Draft; however, they provided written comments on the Draft Permit in September 2022. Two AAB members also posted comments publicly during the public comment period. Comments received included two specific request to administratively extend the permit. Therefore, the administrative extension of the PAG-12 will be posted the *PA Bulletin* on December 17. All existing permittees will maintain coverage; however, after the current permit expires on March 31, 2023 until the permit is reissued, per EPA policy, new operations cannot obtain coverage under the PAG-12. New operations should apply for coverage under an individual permit. DEP has mapped out a proposed path over the next year to adequately address the remainder of the comments raised as we continue to work to reissue the PAG-12.

Spring 2023 Nutrient Management Certification Training Dates: Interested parties may register at www.PaPlants.pa.gov

Training	Tentative Date(s)
Introduction to Livestock Production Systems	February 23
Nutrient Management Orientation	March 15
Managing Manure Nutrients Workshop	April 4, 5
Stormwater & Soil Loss Workshop	April 25,26 May 2,3 (Split if big class)
P Index Workshop	April 27 May 4 (Alternative Date)
Plan Writing Workshop	May 9, 10, 11
Public NMS Refresher	May 12
ACA & Manure Storage Workshop	May 23 (Virtual) May 24 (In Field Primary Day) May 25, 26(In Field Spillover Day)
Plan Review Workshop	June 14 (1 st choice)
Certification Exam	June 22 Two sites (PDA and LEC)
Boot Camp (Basic)	March 27-31 May 1-5 (Spillover Dates)
Boot Camp II	April 17-21 May 15-19 (Spillover Dates)

PA Clean Water Academy

PracticeKeeper Partner Submission and Approval course on the DEP Clean Water Academy (CWA) Updated

The PracticeKeeper Partner Submission and Approval course on the DEP CWA has been updated to include two resources: a question and answer document regarding the PracticeKeeper Partner Submission and Approval Workflow and a list of current PracticeKeeper Tenants and their associated codes. Both resources will be periodically updated to reflect new questions and new tenants that are added to PracticeKeeper.

To access the course, log in to the CWA and visit <https://pacleanwateracademy.remote-learner.net/course/view.php?id=866>. If you do not have a login to the CWA and are an employee of a Conservation District, contact Jay Brand at Braund at jbraund@pa.gov for a login. If you are a partner completing BMP verification and you need a login to the CWA, contact Kate Beats, kbeats@pa.gov.

Districts may find the following CWA courses helpful and interesting.

[Course: Prevailing Wage Basics \(remote-learner.net\)](#)

[Course: Introduction to Act 167 \(remote-learner.net\)](#)

[Course: Case Study - Legacy Sediment Evaluation at Oil Creek \(remote-learner.net\)](#)

102 and 105 Attachment B on the Clean Water Academy – It is essential that Districts update the Attachment B on the Clean Water Academy for the Chapter 102 and 105 Programs anytime there are staff changes at the district. **The 102 and 105 Programs use the Attachment B online forms to enable e-permitting permissions for new staff** and to disable them for former staff. The Attachment B can be found under the Data Portal. To update Attachment B, you need to search for your county and then select the Gear icon to edit. You can then change employment status to Former and choose an Employment End Date. This helps DEP to maintain all the data systems we need to maintain and enable. [Course: Data Portal \(remote-learner.net\)](#)

Chesapeake Bay

2023 CAP Coordinator and Implementation Grant Announcements - The Bureau of Watershed Restoration and Nonpoint Source Management (BWRNSM) announced the CAP Coordinator and Implementation grants. Please share the good news with your partners. Click [here](#) to view the press release announcing the grant awards.

Although the amount of CAP Grant funding decreased from \$17 million for 2022 projects to \$12 million for 2023 projects, we were pleased to see that Countywide Action Plans had a huge impact on funding overall for Pennsylvania agencies that can be used to support implementation of your CAPs on an even larger scale (see attached document for details of funding programs).

One important note: DEP distributed the CAP grant funds based on the same allocation formula for each county this year as last year.

PA Chesapeake Bay 2022 Progress Run Reporting Update - DEP's BWRNSM submitted its data to EPA's Chesapeake Bay Program Office (CBPO) on December 1st for the 2022 Progress Run, meeting Pennsylvania's Chesapeake Bay Watershed Partnership deadline. A total of 11,726 new records from Pennsylvania's reporting programs were submitted, which is 1,945 more records than was reported in 2021. This reporting included data submitted from 39 distinct reporting programs which are documented in the newly updated Quality Assurance Project Plan (QAPP).

New this year, DEP's BWRNSM and Office of Field Operations worked with the PA Turnpike Commission to submit stormwater data, reporting 116 stormwater records from February 1996 to October 2022 that included bioretention, dry detention basins, infiltration basins and trenches, permeable pavement, vegetated treatment areas, wet ponds and wetlands.

At the beginning of 2021, DEP invested additional funds through CBRAP for expanded agriculture BMP verification efforts detailed in the Phase 3 WIP Amendment. This BMP verification effort utilized established agriculture BMP inspections and reporting protocols to PracticeKeeper. Through this effort, DEP was able to report 1,989 agriculture records to EPA CBPO.

Penn State University completed their 2022 Agricultural Voluntary BMP Reporting Outreach program and reported 941 agriculture BMPs to DEP from the following 16 counties: Bedford, Centre, Columbia, Cumberland, Clinton, Dauphin, Huntingdon, Juniata, Lebanon, Lycoming, Mifflin, Northumberland, Perry, Snyder, Tioga and Union.

DEP BWRNSM greatly appreciates all the field inspectors, new implementation and re-verification efforts, data entry and program administrators whose efforts to report all of this data improved Pennsylvania's progress reporting and highlighted our collective efforts to improve water quality

Dates to Remember

SCC Meetings – 1:00 PM

Hybrid Meeting	Jan 24
Hybrid Meeting	Mar 14

SCC Conference Calls – 8:30 – 10:00 AM

Conference Call	Feb 14
Conference Call	Apr 11

Leadership Development Employment Law Seminars 10:00 am -3:00 pm

Cranberry Twp.	Feb 21
State College	Feb 22
Lehighton	Feb 23

Ag Boot Camp

Basic	March 27-31
	May 1-5 (Spillover Dates)
Advanced	April 17-21
	May 15-19 (Spillover Dates)

Also, check the Conservation District Training/Special Events Calendar at, www.PACD.org Select the "Events" tab and then the "Training Calendar" tab.

**LANCASTER COUNTY CONSERVATION DISTRICT
BOARD MEETING MINUTES
December 7, 2022**

The 847th regularly scheduled Board Meeting of the Lancaster County Conservation District (LCCD) was held in person at the Farm and Home Center for Directors and also via Zoom Call-In on December 7, 2022 at 7:30PM.

The following Directors were present: Daniel Heller, Chairman; Herb Kreider, Jay Snyder, Roger Rohrer, Bob Shearer, Sonia Wasco, Kent Weaver, Dale Herr Jr. and Commissioner John Trescot.

The following Associate Directors were present: Justin Welk.

The following District Staff were present: Christopher Thompson, Kevin Lutz, Kent Bitting, Matt Kofroth, Sallie Gregory, Stacey Hertz, Noelle LaFaver, Samantha Adams, Emma Findeisen, Ryan Riebling, Eric Hout, Jason Reuter, Adam Hartz and Suzanne Kopp.

The following Cooperating Agency representatives were present: Heather Grove, Natural Resources Conservation Service, Lauren Shaffer and Kate Bresaw, DEP.

Dan Heller called the meeting to order at 7:30 p.m. Dan welcomed everyone both in person and on Zoom. Sallie Gregory reminded everyone that the meeting was being recorded.

Herb Kreider provided the invocation for the meeting.

Introductions: Chris Thompson introduced the staff members that attended the board meeting tonight.

Additions to the Agenda: CAP Funding Award - as a discussion point.

Jay Snyder moved to add the CAP Funding Award as a discussion point to the agenda. Sonia Wasco seconded the motion. Motion passed unanimously.

An opportunity was given for public comment: none offered.

I. Agency Reports

1. USDA, NRCS

Heather Grove reported that there are no additions to the submitted report in the board packet. On December 18, 2022 there is na NRCS District Conservationist being transferred to Lancaster from Minnesota. A New Soil Conservationist will be starting in January 2023.

2. PA DEP Field Rep Report

Kate Bresaw from DEP highlighted a few talking points in the DEP report and added that there are no additions to the submitted DEP report in the Board Packet. Chris Thompson reported that two directors' terms are expiring and they are Kent Weaver and Roger Rohrer and they both have agreed to serve again.

II. Consent Agenda

Chairman Daniel Heller gave the opportunity for Directors to withdraw any of the items from the Consent Agenda in order to have additional discussion.

Roger Rohrer moved to approve the Consent Agenda as presented. Commissioner Trescot seconded the motion. Motion passed unanimously.

The Consent Agenda includes the following approved items.

- #1 – Minutes of November 3, 2022 Board meeting.
- #2 – Technical Assistance Requests/Cancellations
- #3 – Nutrient Management Plan Approvals
- #4 – Conservation Plan Acknowledgement

**Requests for Nutrient Management Plan Approval (Lutz)
November 2022 Activity
December 7, 2022 Board Meeting**

To: The Lancaster County Conservation Board of Directors Nutrient Management Plan Review Committee: I respectfully submit these Nutrient Management Plans and/or Plan Amendments to the Nutrient Management Plan Review Committee.

The plans are for the following operations:

OWNER	TOWNSHIP	OPERATION	DESIGNATION	AEU's/ACRE	REVIEWER	PLAN#
Chris High	West Earl	Broiler/Steer	CAO	4.71	Heigel	13
Glenn & Joel Martin	Penn	Ducks	CAFO/VAO	0.35	Hartzok	407
Stephen & Phillip Hershey	Rapho	Layer	CAFO/CAO	9.85	Hartzok	3
Enos F. King	West Lampeter	Dairy	CAO	3.71	Heigel	273
Philip Hoover	Mt. Joy	Broiler	CAFO/CAO	8.53	Lutz	276
Lester Weiler	Earl	Broiler	CAO	25.42	Hartz	405
Carl & John Myer	Penn	Dairy	CAFO/VAO	1.31	Hartzok	408
Benjamin Nissley	Mt. Joy	Swine	CAFO/CAO	7.72	Lutz	89
Scott & Andrew Brinton	Fulton	Swine	CAFO/VAO	1.62	Adams	332
Mike Cassel	Penn/Rapho	Swine/Poultry	CAFO/CAO	2.02	Hartzok	444
Jonas Sensenig	Drumore	Swine	CAFO/VAO	1.29	Adams	268
Randall Brubaker	Rapho	Broiler/Swine	CAFO/CAO	327.86	Hartzok	112
Brian Eckman	Fulton	Swine/Poultry	CAFO/CAO	13.27	Adams	336
Darvin Myer	Penn	Steer	VAO	0.57	Wade	2305

III. Additional Business

1. Items removed from Consent Agenda

None removed.

2. Treasures Report

Stacey Hertz reviewed the treasurers report and reported that the Fulton Financial report came in at a value of \$718626.99 which is a 4.2% loss. No additional updates from the submitted report.

3. 2023 Budget Presentation

Chris Thompson reported the first draft of the 2023 Budget was presented for the BOD to review last month. The final draft as been updated to reflect current account balances and projections. Although the new Ag Conservation Assistance Program (ACAP) will not be released until January/February 2023, it has been included in the final version of the 2023 budget. The MEB Grant for \$454,912.95, was received Monday and those figures are not included in the budget that is being present. There are still several new programs and funding opportunities expected in 2023 that may significantly impact the district staffing and operations.

Kent Weaver moved to approve the 2023 budget as presented. Bob Shearer seconded the motion. Motion passed unanimously.

4. Personnel Committee Report

Sonia Wasco reported that LCCD has three open positions on the Ag Team. Interviews were held the week of November 7, 2022 and the following names are being put forward for consideration and a request to hire:

- Ag Tech Positions: Brady Bosworth and Matthew Schavnis.
- Engineering Tech Position: Elisabeth Martin

If approved the expected starting date for the candidates will be January 3, 2023.

Sonia Wasco moved to call to hire these three candidates. Roger Rohrer seconded the motion. Motion passed unanimously.

Chris Thompson updated that there is an open E&S Tech position and a few applications have been received. The Assistant Manager position will be posted tomorrow.

5. PA Envirothon Donation

Chris Thompson reported that the PA State Envirothon is celebrating 38 years of challenging more than a quarter million high school students with issues addressing our valuable natural resources. Scholarships totaling \$160,750 have been awarded to the students who successfully compete in the PA Envirothon. A donation on behalf of the LCCD will help the PA Envirothon Educational Scholarship Awards Program to continue to give scholarships. Suggested donation gifts included \$250 or \$500.

Roger Rohrer moved to approve the LCCD giving a donation of \$350 to the PA Envirothon Educational Scholarship Program. Sonia Wasco seconded the motion. Motion passed unanimously.

6. DCNR Lawn Conversion Grant Sponsorship

Matt Kofroth reported that the Department of Conservation and Natural Resources (DCNR) currently has funding for landowners to convert lawns within the Bay Watershed into either upland buffers or native meadows in the name of improved water quality. Currently, there are two landowners signed up for this program but they need a local Implementation sponsor for these funds and projects. DCNR has requested the District to be that local sponsor. Sponsorship would involve review and approval of application, accept funds from DCNR and distribute funds to the local contractor doing the install work and hold a 5-year landowner agreement for both projects. There is no admin funding for the District to sponsor this grant. The two applicants are Lori Frey converting .5 acres of lawn to upland forest and Betsy Gallagher converting .61 acres of lawn to native meadow.

Commission Trescot moved to approve sponsorship as described above. Dale Herr seconded the motion. Motion passed unanimously.

Chris Thompson would like to add that this will be approved as a pilot project, but going forward with future projects we will need to have funds to pay for the administration assistance.

7. Nutrient Management Referral

Kevin Lutz reported on an Act 38 Program Compliance of the Michael Bollinger broiler farm in East Drumore Township. Unknown to the District, Michael Bollinger purchased this farm from his father, Dale Bollinger, in December 2021. The Nutrient Management Plan expired on the farm on September 30, 2022. Dale Bollinger was sent three expiring notice letters from April to September 2022 and his son Michael Bollinger received three expiring notice letters with a final deadline of November 15, 2022 to submit an NMP to the District. The Ag Program Manager along with the Ag Committee are making the following recommendation to the Board that the NMP needs received by December 22, 2022 or a referral will be made to the SCC for further action.

Jay Snyder moved to approve referring to SCC for further action if the NMP is not received by the December 22, 2022 deadline. Bob Shearer seconded the motion. Motion passed unanimously.

8. Capital RC&D Appointments

Chris Thompson reported that Samantha Adams' term expires as a Commissioner Representative for the Capital RC&D, but she is willing to serve another 3-year term. Samantha gave a brief overview that Capital RC&D (Resource Conservation and Development) is a locally led nonprofit that creates partnerships within our regions stakeholders that serves Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, and York counties. During the 2021 calendar year, this organization has brought \$33,597 back to Lancaster County. A portion of those funds were used to organize and implement the cover crop/residue survey that takes place every other year in the county. She has enjoyed hearing about the conservation happening in neighboring counties and looks forward to serving another 3 years to represent Lancaster County.

Jay Snyder moved to approve Samantha Adams new terms. Commissioner Trescot seconded the motion. Motion passed unanimously.

9. Banquet Committee Report

Adam Hartz reported that the Banquet Committee met to start the planning process for the 2023 Banquet, which will be held on March 30, 2023. The committee is planning to hold the banquet at the Farm and Home Center in 2023 and several different catering options are being considered.

Kent Weaver moved to approve the 2023 Banquet being moved to the Farm and Home Center. Roger Rohrer seconded the motion. Motion passed unanimously.

10. Vehicle Use Policy

Chris Thompson reviewed the new vehicle use policy and the changes made to the policy. The main update focused on personal vehicle usage for Conservation District work.

Dale Herr moved to approve the new Vehicle Use Policy. Commissioner Trescot seconded the motion. Motion passed unanimously.

11. CAP Funding Award

Chris Thompson highlighted a letter received from DEP this week outlining how the pot of CAP funding for 2023 is to be allocated and \$100,000 will go towards admin funds. There is a total of \$2.9 million to be used for CAP projects.

Roger Rohrer moved to approve as stated. Commissioner Trescot seconded the motion. Motion passed unanimously.

IV. Reports/Information

1. Correspondence, News and Updates:

- Letter from Secretary Redding to thank Shelly Dehoff for her help with Ag Council and also the Denim and Pearls Banquet.
- Christmas Card from Lancaster Farmland Trust.
- Save the Bay Magazine – History of Crabs article.

2. E&S/NPDES Monthly Projects Report:

Eric Hout reported that there are no additions to the submitted reports. Eric highlighted items on the different reports. The Outstanding Projects Report shows movement of the projects to get them approved and off the list, however over half of these projects are at DEP for review currently.

3. E&S Committee Report:

Eric Hout reviewed highlights from the E&S Committee meeting minutes that were submitted for Board review. There were no additions to the submitted report. The Committee is looking for the Boards input and approval of the new fee schedule that was included in the board packet.

Roger Rohrer moved to approve the new fee schedule as presented. Bob Shearer seconded the motion. Motion passed unanimously.

4. Ag Conservation Assistance Program Update:

Kent Bitting reported that the PA Ag Conservation Assistance Program (ACAP) was created as a part of the Fiscal Year 2022-2023 General Fund State Budget. The purpose of ACAP is to assist farmers and landowners in the design and install of ag conservation BMPs that will reduce or prevent nutrient and sediment losses. The ACAP program allows for up to 4% admin and 16% tech assistance of the paid-out allocation. LCCD's will receive \$15.5 million in funds that will be divided in three equal installments and allocated each year for 3 years. Each of those allocations must be spent within two years, with the final allocation being spent by 12/31/26. The delegation paperwork is expected for renewal and approval early in the new year.

5. PACD/SCC Winter Meeting Registration:

Chris Thompson highlighted the announcement of the virtual PACD meeting dates. Registration is required to attend and is open to all directors, staff, partner agency staff and invited guests.

6. Extraordinary Give Update:

Sallie Gregory reported that 67 donors donated \$8,239 to the Conservation Foundation of Lancaster County in support of the Lancaster County Youth Conservation School and the Lancaster County Envirothon.

7. New DEP South Central Conservation District Field Rep:

Chris Thompson introduced Lauren Shaffer, the new Conservation District Field Rep for the eastern half of the South-Central Region. Lauren said a few words and that she is planning to attend our monthly board meetings.

Additional Public Comment:

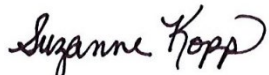
Matt Kofroth announced that the Conestoga River is on the ballot for the River of the Year. There is a \$10,000 grant that will be awarded to the winning watershed. Voting for the Conestoga River can take place online at pawatersheds.org. Matt is encouraging everyone to vote.

Chris Thompson thanked staff for attending and thanked Sallie Gregory for filling in for Adam Stern as the zoom meeting coordinator.

Meeting Adjourned

Chairman Heller adjourned the meeting at 9:30 pm.

Respectfully submitted,



Suzanne Kopp
Recording Secretary for the Board of Directors

Item III.2

Requests for Technical Assistance

APPLICANT	TITLE	TOWNSHIP	SIZE	ASSISTANCE
None				

Item III.3

Requests for Nutrient Management Plan Approval (Lutz)

December 2022 Activity

January 4, 2023 Board Meeting

To: The Lancaster County Conservation Board of Directors Nutrient Management Plan Review Committee:
I respectfully submit these Nutrient Management Plans and/or Plan Amendments to the Nutrient Management Plan Review Committee.

I recommend these plans to be approved by the Board. The plans are for the following operations:

OWNER	TOWNSHIP	Operation	DESIGNATION	AEU's/ ACRE	REVIEWER	PLAN #
Benjamin K Blank	Providence	Dairy	CAO	2.42	Adams	2523
Dwilyn Beiler	Bart	Swine	CAO	24.66	Seldomridge	235
David K Stoltzfus	Leacock	Dairy	CAO	3.29	Heigel	145
Lynn Royer	Mount Joy	Dairy/Poultry	CAFO/CAO	3.71	Hartzok	171
Clair Hurst	Little Britain	Swine/Dairy	CAFO/CAO	5.86	Schoch	36

NMP Update Report to Lancaster County Conservation District Board of Directors

December 2022 Activity

January 4, 2023 Board Meeting

NMP Name	Municipality	Plan Update Submission Date	Original NMP Approval Date	Planner¹	Species²	AEUs	Regulated Operation Type³	Date Plan Acknowledgement Letter Sent	Reason for Update
Daniel & Dwight Forry	West Hempfield	12/14/2022	9/2/2020	Jason Cresswell	Swine	664.77	VAO CAFO	12/22/2022	Simple Update

Nutrient Management Plan Transfer for Board Acknowledgement:

December 2022 Activity

January 4, 2023 Board Meeting

OWNER	PROPOSED TRANSFER DATE	TOWNSHIP	OPERATION	DESIGNATION	AEU's/ ACRE	REVIEWER	PLAN #
Ammon Weaver to Mervin Weaver	January 1, 2023	Ephrata	Broiler	CAO	241.60	Lutz	19

Item III.4

Acknowledgment of Conservation Plans (Lutz)
The Lancaster NRCS Field Office recommends the following plans for the
January 4, 2023 Board Meeting:
NATURAL RESOURCES CONSERVATION SERVICE

Conservation Plans	Number of Plans	Planner	Township
Pleasant View Beef Farms	4	Brett Ramer	East Donegal

LCCD AG EROSION & SEDIMENTATION PLANS

Conservation Plans	Number of Plans	Planner	Township
None			

Item IV.2

The Personnel Committee Report

Request to Advertise - Summer Intern

The Education & Outreach Department is requesting the opportunity to advertise for a summer intern in 2023. The intern would assist the Department with educational programming, water monitoring, watershed education, youth conservation school, and various other aspects of the District. The intern would get paid \$14.00/hr. and be on staff from late May through early August (approx. 300 hrs.). Interested candidates would submit an internship application before being interviewed by District staff. A final selection would be presented to the Board for approval at the March or April Board mtg. Board action is required to start the advertising process for the position.

***Action Required**

Item IV.3

Act 38 Program Compliance

Melissa Horn has an equine operation in Warwick Township that is currently a CAO in the Act 38 Program. Multiple District staff have been involved in working through compliance concerns since April 2021, first as a complaint in which DEP was involved, later working through getting an Act 38 NMP developed, and now trying to bring the operation into compliance with Act 38. The concern mainly focuses on an ACA in the pasture that is inadequately managed to control runoff leading to the nearby stream. Staff has invested substantial time with little movement towards compliance by the operator.

Jason Wenger CAO/CAFO dairy and swine farm is located in Rapho Township. A loss of acreage earlier in 2022 resulted in a plan amendment being required. This requirement was noted with the operator on February 22, September 12, and November 18, 2022, however, an amendment has not yet been submitted. Mr. Wenger is working with a consultant, but the planner has failed to meet any of the requested deadlines by submitting the required amendment.

Samuel Stoltzfus' dairy operation in Colerain Township was identified as a potential CAO during a Bay Inspection on August 25, 2022. Mr. Stoltzfus was mailed three (3) notices on August 31, November 3, and December 8, 2022, requesting either a planner submit a calculation demonstrating the farm is not a CAO, or an Act 38 NMP for review. A final deadline of December 26, 2022, was provided in the last letter. Mr. Stoltzfus has reached out to District staff on multiple occasions to clarify what he needed to submit, most recently on December 13, 2022, after he received the final certified letter. He is working with a consultant, but nothing has been submitted to the District as of this meeting.

The State Conservation Commission is aware of and involved with all three of these operations. Positive action by the Board is requested based on the Agriculture Committee's recommendations on potential referral to the SCC for further action.

***Action Required**

Item IV.4

PennVest Funding Agreement Resolution

The District has been authorized by PennVest (PV) to act as the "Funding Recipient" for Amos S. Esh and Mary S. Esh project in Jackson Township, Lebanon County. PV has approved a principal forgiveness loan of \$606,823.00 to fund construction and facilities improvements to improve water quality on the real Action is required by the Board to approve the transaction and authorize Dan Heller as Chair and Kent Weaver as Treasurer to sign the funding agreement.

A PennVest representative is expected to call into the meeting to review their vetting process for applicants.

***Action Required**

**Lancaster County Conservation District
Erosion & Sedimentation Committee Meeting Minutes
Thursday, December 15, 2022
1:30 P.M. – 3:15 P.M.
LCCD Upstairs Conference Room #218
Virtually via ZOOM**

In Attendance: Jay Snyder, Greg Strausser, Adam Stern, Eric Hout, Kaylyn Gordon, Ryan Riebling, Bruce Haigh

1:30 PM Meeting Called to Order

1. Florin Hill – Status Update

Eric Hout provided a status update on the Florin Hill project site in Mt. Joy Borough. An informal conference involving the responsible parties, LCCD, and the PA DEP was recently held. The results of that conference are pending final approval by all involved parties.

2. L-S Early Childhood Center – Status Update

Kaylyn Gordon provided a status update on the L-S Early Childhood Center in West Lampeter Township. The committee discussed the recent violations on the site. The committee discussed potential routes to compliance and encouraged staff to bring the site into compliance. The committee stated their approval of LCCD staff taking the next steps to pursue a potential enforcement action.

3. Building Industry Resource Conservation Award

Adam Stern presented the two recipients nominated by staff for the annual award. The committee approves granting the award to the firm of Diehm & Sons. Staff will work on next steps to organizing the award and the presentation at the LCCD annual banquet.

4. E&S Department Municipal Coverage Map

Adam Stern presented the municipal coverage map that will become effective 1/1/23. Adam also presented an internal working document laying out the end goal for municipal coverage as newer staff members gain experience and the currently open position is filled.

5. Additional Informational Items for Discussion

Bruce Haigh thanked the committee for the opportunity to ask questions and share his thoughts regarding the Florin Hill project site. Greg Strausser wished everyone a Merry Christmas and Jay Snyder wished everyone a Happy New Year.

3:15 PM Meeting Adjourned

L-S Early Childhood Center

The L-S Early Childhood Center is an active construction site in West Lampeter Township and is currently covered under a PAG-02 NPDES General Permit. At the E&S Committee Meeting on 12/15/22, E&S team members Kaylyn Gordon and Eric Hout presented details of the project site to the committee. Violations were first documented on the site in November 2022. Violations include proceeding with site construction prior to installation of a sediment basin that resulted in a sediment pollution event to Big Spring Run. The E&S Committee stated their approval of staff taking the next steps to pursue a potential enforcement action. The Committee is presenting their stated approval before the Board for concurrence.

The E&S Committee, the E&S Program Manager, and the E&S Technical Manager recommend positive action on this item.

***Action Required**

Item IV.6 Exelon Habitat Improvement Project – Muddy Run Pumped Storage Funds Kofroth

The District received five (5) applications for grant funding through the Agriculture and Watershed Programs. On December 15th, a ranking meeting was held with the Nutrient/Management Cost Share Committee to review projects with District staff. Each application was assigned a ranking following a brief presentation from the responsible Ag Technician or Watershed staff member. All five (5) projects are being presented for board approval: Reuben Fisher, Kim Rubincam, Ernie Saniga, Brittany Commons HOA, and Melvin Landis. We do not expect to receive approval from PA DEP prior to the Board meeting, but we are expecting approval in late January/early February. Once the District receives approval from PA DEP, the contingent approval will allow the projects to move forward with executing the agreements and completing the designs without waiting for the next District Board Meeting.

Landowner	Technician	2023 Incentive Payment	Administration Cost (5% of Incentive Payment)	Total Grant Requested
Reuben Fisher	Greg Heigel	\$ 5,273.60	\$ 263.68	\$ 5,537.28
Kim Rubincam	Tyler Keefer	\$ 56,580.00	\$ 2,829.00	\$ 59,409.00
Ernie Saniga	Amanda Goldsmith	\$ 60,200.00	\$ 3,000.00	\$ 63,200.00
Brittany Commons HOA	Matt Kofroth	\$ 71,250.00	\$ 3,750.00	\$ 75,000.00
Melvin Landis	Matt Kofroth	\$ 71,250.00	\$ 3,750.00	\$ 75,000.00
Totals				\$278,146.28

The Ag and Watershed Programs request approval for the 5 projects using Exelon funds totaling \$278,146.28 contingent upon DEP approval.

***Action Required**

Chesapeake Bay Agriculture Inspection Program Phase II Grant Approval

The Chesapeake Bay Agriculture Inspection Program Phase II Grant (CBAIP) currently has four applications that have been reviewed by district staff and is ready for board action. The following table outlines the projects and amounts requested.

Landowner	Municipality	BMPs	Total Project Cost	Total Grant Requested
Levi King	East Lampeter Twp.	2 Liquid Manure Storages, Waste Transfer Pipe, HUA, Roof Runoff Structure, Underground Outlets	\$255,341.00	\$197,506.00
Lester Stoltzfus	Leacock Twp.	Roofed manure Stacking Area, HUA, Access Road, Roof Runoff Structure, Underground Outlet, Fencing	\$187,658.47	\$140,743.85
Leon Ressler	Fulton Twp.	Rock Lined Waterway, Underground Outlet	\$22,325.13	\$16,743.85
John Wanner	Salisbury Twp.	Roofed Manure Stacking Area, HUA, Roof Runoff Structure, Underground Outlet	\$170,742.98	\$62,681.30
Totals			\$	\$417,675.00

The Ag Program Manager and Assistant Ag Program Manager recommend positive action for approving \$417,675.00 worth of Phase II funding for the multiple applications.

***Action Required**

Agriculture Conservation Assistance Program (ACAP) Update

At the November 15, 2022, public meeting of the State Conservation Commission, the Commission approved the delegation agreement, required output measures, guidelines, and apportionment/allocations for the new Agriculture Conservation Assistance Program (ACAP).

The Lancaster County Conservation District has been invited to participate in ACAP and enter into a delegation agreement with the Commission for the implementation of the program. The delegation agreement grants authority to the conservation district to act on behalf of the Commission in the implementation and administration of ACAP and will have an effective period of July 11, 2022 to December 31, 2026. LCCD's share of the apportionment is \$15,524,729.60 will be split between 3 allocations and is available for grants to applicants and administrative/technical assistance expenditures of the conservation district. Up to 6% of the allocation may be used for administrative expenditures and up to 14% for technical assistance expenditures of the district. The balance of funds should be designated for ACAP grants to eligible applications.

A final copy of the Delegation Agreement (as approved by the SCC on Nov 15, 2022) passed through legal review and was received just before Christmas for consideration and BOD action. A copy is attached.

Changes to the Required Output Measures (ROMs) and Guidelines have been discussed and considered which will make it very difficult to complete the objective successfully. These details are still evolving and being worked out, but staff will review these challenges at the BOD meeting and are expected to seek approval to participate in the program pending favorably resolving the concerns.

See page 29 for ACAP document.

***Action Required**

2023 Banquet Committee Report

The Banquet Committee met on February 10, 2022, with the following committee members present: Adam Hartz, Holly Shaub, Samantha Adams, Shelly Dehoff, Greg Heigel, Kaylyn Gordon and Steve Wyld. The banquet is scheduled for Thursday, **March 30, 2023 at 6:15 PM** with a social gathering starting at **5:30 PM** and will be held at the **Farm and Home Center** and catered by **Yoder’s Catering**, from Gordonville.

The committee recommends a cost of \$25.00 per person.

The program and award presentations were planned as follows:

The program will include the District’s 16th Annual Scholarship Fundraiser Auction. Auction donations will be coordinated by Adam Hartz. Announcement of 2022-2023 Scholarship Winners and Auction Introduction by Shelly Dehoff

Invocation: Herb Kreider

Conservation Awards	Recipient	Narrator	Director Presenter
Conservation School Service	Theresa King, Northern Lancaster County Game & Fish Protective Association	Sallie Gregory	Sonia Wasco
Conservation Educator	Evelyn Sites, Clay Elementary	Sallie Gregory	Dale Herr
Watershed Volunteer	Laura Norton-Lancaster Lebanon IU-13	Amanda Goldsmith	Kent Weaver
Outstanding Dirt & Gravel Rd/Low Volume Rd	City of Lancaster	Tyler Keefer	Jay Snyder
Director Emeritus		Matt Kofroth	Roger Rohrer
Building Industry Resource Conservation	Diehm & Sons	Adam Stern	Comm. Trescot
Soil Stewardship	Levi Fisher	Greg Heigel/ Jeff Sholly	Bob Shearer
Outstanding Cooperator	Mark & Paul Miller	Kevin Lutz/ Jim Saltsman	Dan Heller

***Action Required**

Item V.2

Conservation Foundation Report – Creating a Limited Liability Company, LLC

For the last several months, there have been discussions and meetings occurring between the staff and leadership of the Conservation Foundation and the Clean Water Partners to create a Limited Liability Company for the Partners. There will be a meeting on January 3 between the three organizations to again review details of this working relationship which will be shared with the full BOD in the Day of Packet to be presented and discussed at the January 4, 2023, BOD meeting.

E&S Report

2022 Report for December

2022 Report

		Dec 2022	Total
Total Plan Submissions		22	325
Total Plan Acres		628.1493	6243.502
Total Disturbed Acres		206.0373	1424.478
Fees Collected	NPDES Permit Fees Collected	\$9,000	\$104,520
	Chapter 105 Permit Fees Collected	\$0	\$100
	DEP Fees Collected	\$21,300	\$141,900
	E&S Plan Review Fees	\$62,450	\$725,600

Total Complaints for December 2022

<u>Date Received</u>	<u>Municipality</u>	<u>Land Unit Acres</u>
12/5/2022	EAST HEMPFIELD TWP	0.17
12/15/2022	EAST PETERSBURG BORO	1.32

2021 Report for December

2021 Report

		Dec 2021	Total
Total Plan Submissions		20	323
Total Plan Acres		575.48	5354.058
Total Disturbed Acres		70.57	1176.749
Fees Collected	NPDES Permit Fees Collected	\$7,000	\$102,000
	Chapter 105 Permit Fees Collected	\$500	\$16,725
	DEP Fees Collected	\$2,500	\$106,300
	E&S Plan Review Fees	\$34,600	\$569,660

Total Complaints for December 2021

<u>Date Received</u>	<u>Municipality</u>	<u>Land Unit Acres</u>
12/1/2021	MOUNT JOY TWP	0.09
12/1/2021	COLERAIN TWP	30.39
12/2/2021	EPHRATA TWP	1.31
12/15/2021	SALISBURY TWP	20.09
12/17/2021	CONESTOGA TWP	95.23
12/20/2021	STRASBURG TWP	102.80
12/20/2021	CAERNARVON TWP	47.53
12/21/2021	CAERNARVON TWP	2.90
12/23/2021	CLAY TWP	0.28

Erosion and Sedimentation Plan Submission

12/1/2022 to 12/31/2022

<u>Project Name</u>	<u>Municipality</u>	<u>Disturbed Acres</u>	<u>Fees Amount</u>
1808 Shelly Road	LANCASTER CITY	0.26	\$500.00
Sandmine School	SALISBURY TWP	0.39	\$800.00
Ephrata War Memorial Field	EPHRATA BORO	0.77	\$800.00
1036 Manheim Pike/1111 McKinley Ave	MANHEIM TWP	3.10	\$1,600.00
Owl Hill Road Subdivision	WARWICK TWP	8.75	\$2,600.00
Raul & Hetal Patel	WEST HEMPFIELD TWP	1.42	\$800.00
Landis Valley Museum	MANHEIM TWP	2.30	\$1,400.00
Enterprise Way - Dual Brand Hotel	MANHEIM TWP	3.48	\$1,600.00
Abraham Stoltzfus Coverall Barn	COLERAIN TWP	0.91	\$800.00
The Yards	LANCASTER CITY	4.46	\$1,800.00
Benuel King	SADSBURY TWP	0.34	\$500.00
Market Street Retail Center	ELIZABETHTOWN BORO	0.80	\$800.00
U-Haul Moving and Storage of Lancaster	EAST HEMPFIELD TWP	12.07	\$3,400.00
Manor-Millwood Corten Project	CONESTOGA TWP	148.00	\$30,600.00
Melvin Stoltzfus SWM	SALISBURY TWP	0.76	\$500.00
957 Cider Press Road	RAPHO TWP	0.75	\$500.00
Settlements- East	MANHEIM TWP	30.40	\$500.00
Cocalico Creek Sewage Pump Station and Force Main	WEST EARL TWP	0.65	\$800.00
Gehmans Menno School	BRECKNOCK TWP	0.88	\$800.00
Popeyes Restaurant	LANCASTER TWP	0.50	\$800.00
Manheim Central MS Athletic Field Renovation	PENN TWP	7.27	\$2,400.00
Doe Run Elem Athletic Field Renovation	PENN TWP	7.19	\$2,400.00
Bryan Foose E&S Only	STRASBURG TWP	0.99	\$100.00
Bent Creek New Tennis and Pool Renovation	MANHEIM TWP	3.00	\$1,600.00
5045 Amish Road	SALISBURY TWP	0.59	\$800.00
1405 Manor Blvd	MANOR TWP	0.57	\$650.00
Witmer Tract Subdivision	EAST LAMPETER TWP	10.12	\$2,600.00

Outstanding NPDES Projects Report - March 9, 2021 through September 30, 2022

<u>Date Received</u>	<u>Project Name</u>	<u>Permit #</u>	<u>Municipality</u>	<u>Technician Status</u>	<u>Date of Last Letter</u>
3/9/2021	MM Weaver	PAC360627	WEST EARL TWP	Deemed Adequate but waiting on DEP to finish review	at DEP 11/22
5/21/2021	Raffensperger Tract	PAD360078	MOUNT JOY TWP	Deemed Inadequate	at DEP 6/22
2/16/2022	Amos Fisher	PAD360088	DRUMORE TWP	Deemed Inadequate	at DEP 9/22
2/24/2022	1376 Campus Road	PAC360735	MOUNT JOY TWP	Deemed Inadequate	at DEP 11/22
3/7/2022	CVSD HOP/ROW	PAC360743	EAST LAMPETER TWP	Deemed Inadequate	at DEP 7/22
3/17/2022	Bender Mill Road Subdivision	PAC360746	MANOR TWP	Deemed Complete	9/13/2022
3/18/2022	Exelon - Muddy Run Warehouse	PAD360090	DRUMORE TWP	Deemed Inadequate	at DEP 9/22
4/14/2022	John Blank	PAD360092	SALISBURY TWP	Deemed Inadequate	at DEP 10/22
4/20/2022	Marlin Martin	PAC360756	CLAY TWP	Deemed Inadequate	at DEP 10/22
5/3/2022	Blackhorse Warehouse	PAC360760	EAST COCALICO TWP	Deemed Inadequate	at DEP 11/22
5/10/2022	Homestead Village	PAC360761	EAST HEMPFIELD TWP	Deemed Complete	9/21/2022
5/13/2022	Lake in Wood RV Expansion	PAD360093	BRECKNOCK TWP	Deemed Inadequate	at DEP 10/22
5/16/2022	J&E Grill Manufacturing	PAC360763	EARL TWP	Deemed Complete	11/14/2022
5/16/2022	Villages at Funks Farm	PAC360764	MANOR TWP	Deemed Inadequate	at DEP 11/22
5/20/2022	250 College Avenue	PAD360094	LANCASTER CITY	Deemed Inadequate	at DEP 8/22
5/26/2022	2821 Old Tree Drive	PAC360765	EAST HEMPFIELD TWP	Deemed Inadequate	at DEP 10/22
6/3/2022	Moove In Storage 741 Phase 3	PAC360767	MANHEIM TWP	Deemed Complete	12/13/2022
6/10/2022	Christian King	PAC360768	STRASBURG TWP	Deemed Complete	10/27/2022
6/14/2022	PVC Cultural Center	PAC360769	PENN TWP	Deemed Complete	11/18/2022
6/16/2022	130 River Corner Road	PAC360770	CONESTOGA TWP	Deemed Complete	9/27/2022
6/20/2022	1000 Strickler Road Building Expand	PAC360772	RAPHO TWP	Deemed Inadequate	at DEP 8/22
7/11/2022	Slatewood	PAC360775	EAST COCALICO TWP	Eng Reply rec'd, pending follow-up Technical Review	11/21/2022
7/11/2022	South Smith Drive Subdivision	PAC360776	QUARRYVILLE BORO	Eng Reply rec'd, pending follow-up Technical Review	12/7/2022
7/15/2022	156 West Harrisburg Avenue	PAD360095	WEST DONEGAL TWP	Eng Reply rec'd, pending follow-up Technical Review	at DEP 8/22
7/26/2022	Esh Residence	PAC360778	SADSBURY TWP	Deemed Inadequate	12/5/2022
7/26/2022	Sauder Hardscape	PAC360779	EAST EARL TWP	Deemed Complete	12/16/2022
7/29/2022	David Fisher Subdivision	PAD360096	SALISBURY TWP	Deemed Complete	at DEP 12/22
8/3/2022	Silver Spring Restaurant	PAC360781	WEST HEMPFIELD TWP	Deemed Complete	12/13/2022
8/9/2022	Project Pangea	PAC360783	PENN TWP	Deemed Inadequate	at DEP 11/22
8/9/2022	Yogi Bear Jellystone Park Camp	PAD360097	EAST DRUMORE TWP	Deemed Complete	11/15/2022
8/11/2022	Earl Shirk Farm	PAC360784	WEST EARL TWP	Eng Reply rec'd, pending follow-up Technical Review	11/28/2022
8/12/2022	Paradise Energy Solutions	PAC360785	EAST LAMPETER TWP	Deemed Complete	11/3/2022
8/18/2022	327 White Oak Road	PAC360786	PENN TWP	Deemed Complete	11/8/2022
8/22/2022	283 Commerce Hub	PAC360787	EAST HEMPFIELD TWP	Deemed Complete	12/1/2022
8/23/2022	Wheatland Presbyterian Church	PAC360788	LANCASTER TWP	Deemed Complete	11/17/2022
8/25/2022	Jacob & Suzanne Stoltzfus	PAC360789	PENN TWP	Eng Reply rec'd, pending follow-up Technical Review	12/19/2022
8/26/2022	Westcorp/Clark Transport	PAD360098	EAST DRUMORE TWP	Deemed Inadequate	at DEP 10/22
9/9/2022	Garner Subdivision	PAC360791	WEST DONEGAL TWP	Eng reply rec'd, pending Completeness Review	12/5/2022
9/12/2022	Parkside	PAC360792	WEST LAMPETER TWP	Eng reply rec'd, pending Completeness Review	12/19/2022
9/13/2022	Penn Station Townhomes	PAC360793	PENN TWP	Eng reply rec'd, pending Completeness Review	12/9/2022

<u>Date Received</u>	<u>Project Name</u>	<u>Permit #</u>	<u>Municipality</u>	<u>Technician Status</u>	<u>Date of Last Letter</u>
9/27/2022	Weaverland Auction	PAC360794	EAST EARL TWP	Eng reply rec'd, pending Completeness Review	11/23/2022
9/27/2022	S03 S. Akron-S. Manheim 3 Pole Replacement	PAC360796	PENN TWP	Complete	11/9/2022
9/30/2022	Leola Produce	PAC360797	WEST EARL TWP	Complete	12/16/2022

KEY:

Waiting 1st Review = project received and awaiting technician to perform first review

Deemed Incomplete = an incompleteness letter was sent but no response from engineer has been rec'd to date

Eng reply rec'd, pending Completeness Review

= An Incompleteness letter was sent and we rec'd comments back from engineer - currently waiting a Completeness review by the technician of engineers response

Deemed Complete = a letter was sent stating the submission was complete and project is waiting for technical review by LCCD to be done

Deemed Inadequate = a letter was sent detailing technical issues and we are waiting for a reply from Engineer to technical comments

Eng reply rec'd, pending follow-up Technical Review = A technical inadequate letter was sent and we rec'd comments back from engineer - currently waiting a technicians review of engineers response

Pending action from DEP = Tech sent a "Recommendation for permit action" to DEP and we are waiting for DEP to issue permit

Deemed Adequate but waiting on DEP to finish review = LCCD Technician deemed adequate but waiting on DEP to finish review.

TOTAL E&S and NPDES PLANS IN REVIEW: _____

140 Plans

2023 PACD Winter Meeting Update

Mark your calendars for the winter round of PACD committee meetings, which will take place via video conference prior to the virtual 2023 PACD Executive Council Meeting. Registration is free but required by visiting [PACD Executive Council Video Conference](#)

Registration is open to all conservation district directors, associate directors, and staff, as well as partner agency staff and invited guests. Registrants will receive a confirmation email with information to participate using Zoom or by phone. Meeting materials will be distributed prior to the meeting.

- **Registration for PACD Committees:**
Click on individual committees to register.
- [PACD Conservation Committee Video Conference](#)
January 6, 2023 | 11–12 p.m.
- [PACD District Employees Committee Video Conference](#)
January 11, 2023 | 11 a.m.– 12 p.m.
- [PACD Education & Outreach Committee Video Conference](#)
January 12, 2023 | 10–11 a.m.
- [PACD Legislative Committee Video Conference](#)
January 17, 2023 | 10–11 a.m.
- [PACD Ways & Means Committee Video Conference](#)
January 19, 2023 | 10–11 a.m.
- [PACD Operations Committee Video Conference](#)
January 20, 2023 | 10–11 a.m.
- **Registration for PACD Executive Council:**
[PACD Executive Council Video Conference](#)
January 26, 2023 | 10 a.m.–Noon

**AGREEMENT FOR DELEGATION OF
ADMINISTRATIVE RESPONSIBILITIES FOR THE
AGRICULTURE CONSERVATION ASSISTANCE PROGRAM**

THIS DELEGATION AGREEMENT is made this 11th day of July, 2022 by and between the Commonwealth of Pennsylvania (“Commonwealth”) through the Pennsylvania State Conservation Commission (“Commission”) with their principal offices located at 2301 N. Cameron Street, Harrisburg, PA 17110, and the LANCASTER COUNTY CONSERVATION DISTRICT, with its principal offices located at 1383 ARCADIA RD RM 200 LANCASTER, PA 17601-3149 (“District”).

WITNESSETH:

WHEREAS, the act of July 11, 2022, P.L. 540, No 54 (72 P.S. §§ 1601-R – 1604-R) (“Act”), established the Agriculture Conservation Assistance Program (“Program”) to provide technical and financial assistance for the implementation of best management practice projects on agricultural operations within the Commonwealth;

WHEREAS, the Commission is authorized to administer the Program under § 4(7) of the Conservation District Law, 3 P.S. § 852(7), which provides the Commission with the power to administer grant, loan and tax credit programs for landowners to implement nonpoint source and other best management practices on their properties;

WHEREAS, § 1604-R(b) of the Act authorizes the Commission to adopt guidelines and criteria (“Program Guidelines”) for administration and oversight of the Program and approval of best management practices eligible for funding under the Program;

WHEREAS, § 1604-R(c) of the Act authorizes the Commission, as it deems appropriate, to delegate certain duties and responsibilities to county conservation districts that enter into a delegation agreement to carry out these duties and responsibilities;

WHEREAS, § 1604-R(d) of the Act authorizes the Commission to apportion funds to participating Conservation Districts;

WHEREAS, the Commission is authorized to advance funds to county conservation districts to carry out the purposes of the Program under § 15(b) of the Program Guidelines;

WHEREAS, the Commission deems it appropriate and the Lancaster County Conservation District is agreeable to entering into an agreement to carry out the Program duties and responsibilities;

WHEREAS, the District wishes to conduct projects for the implementation of best management practice projects on agricultural operations according to the Watershed Implementation Plan or County Action Plan of Lancaster County; and

WHEREAS, such laws, programs and guidelines provide for the execution of this agreement for the delegation by and between the Lancaster County Conservation District and the Commission for the accomplishment of work by conducting District activities and completing required output measures as described in Attachment "A" attached hereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties intending to be legally bound agree as follows:

ARTICLE I
GENERAL CONDITIONS

- 1.1. **Delegation:** The Commission hereby delegates to the District certain responsibilities of the Program, in Lancaster County for program implementation in accordance with all applicable state statutes, programs, guidelines, and the required output measures set forth in Attachment "A";
- 1.2. **Work Elements:** The District must obtain prior written approval from the Commission of changes or additions to the General Conditions of this Agreement, including, but not limited to the required output measures contained in Attachment A;
- 1.3. **Term, Effective Date.** The term of this Agreement shall be for five years, beginning on July 1, 2022 and ending on June 30, 2027. This Agreement shall become effective on the date of the last required Commonwealth signature.
- 1.4. **Payment for Program Activities.** Upon full execution of this Agreement, the Commission may pay for expenditures for work pursuant to project contracts entered into by the District from July 11, 2022 through June 30, 2027 unless extended by the Commission. All project works pursuant to contracts entered into during the term of this Agreement shall be completed by December 31, 2026. Expenditures for such work will be paid by the Commission to the District no later than June 30, 2027 unless extended by the Commission.
- 1.5. **Spending of Funds.** All funds awarded to the District under this Agreement shall be utilized and spent by the District consistent with this agreement, Program Guidelines or other policy and guidance provided by the Commission. All funds awarded annually must be spent within 24 months from the date that the district receives the funding approved for that fiscal year, but not later than December 31, 2026, unless extended by the Commission, or the funds will revert back to the control of the Commission.
- 1.6. **Requirements for Operation of the Program.** All projects funded under the Program shall be conducted in accordance with the Commission's most current Program Guidelines, policies and procedures for the program, as published on the Commission's website at:
https://www.agriculture.pa.gov/Plants_Land_Water/StateConservationCommission/Pages/default.aspx .

- 1.7. **No Personal Financial Benefit.** A District director or employee, or Commission member or staff, may apply for a grant under the Program for himself/herself, an immediate family member, or a business with which he/she is associated; however, that individual may not participate in the evaluation, ranking or any deliberation for approval or disapproval of the application or approval of a reimbursement payment of grant funds.
- 1.8. **Examination of Records.** The Commission or its agent, shall have access to and the right to examine any pertinent books, documents, letters, and reports or records involving transactions relating to the District's delegated duties and responsibilities.

ARTICLE II
AWARD AND USE OF FUNDS

- 2.1. **Award of Funds.** Contingent upon the availability of funds, the Commission may award funds to participating Districts at least annually consistent with § 1604-R(d) of the Act.
- 2.2. **Apportionment Allocation Worksheet.** After the funds have been encumbered and approved by the Comptroller for each fiscal year, the Commission shall provide the District an Apportionment Allocation Worksheet showing the total allocation, the working capital advance payment available to the District and subsequent reimbursements paid to the District for implementation of the Program for that fiscal year.
- 2.3. **Transfer of Funds.** The Commission shall transfer available funds to participating Districts in a manner consistent with § 1604-R of the Act for grant awards.
- 2.4. **Administrative Costs.** The District may utilize up to 6% of the total awarded funds for administrative and up to 14% for technical assistance costs as established by the Commission for implementation of the Program. Eligible administrative and technical assistance costs may include but are not limited to salary and salary related benefit expenses for technical, engineering and clerical staff implementing the program; office and technology expenses, materials and supplies; and travel expenses related to the implementation of the program.

ARTICLE III
DISTRICT DUTIES AND RESPONSIBILITIES

- 3.1 **Annual Budget and Workplan.** The District shall prepare an estimated annual budget and workplan for the Program including costs for administration, technical assistance and projects, which is consistent with the Commission's award to the District. The District shall adhere to the proposed estimated budget set forth in the agreement, as approved by the Commission. The District shall notify the Commission, in writing, of any deviation from the proposed budget. The District must receive written approval for any change exceeding 10% of the applicable budget category.

- 3.2 **Supervision of Program.** The District shall exercise direct supervision over the Program established within its county.
- a. The District shall:
 - i. Employ or retain sufficiently trained staff and resources necessary to carry out the District's duties and responsibilities as specified in this Agreement;
 - ii. Perform all administrative functions to implement the Program in conformance with Program Guidelines;
 - iii. Approve and implement written policies as directed by the Commission including those related to public access, public comment, conflict of interest, and administration of the Program;
 - b. The District may, upon approval by the Commission, subcontract technical assistance duties and responsibilities to a qualified entity or registered professional engineer or any other person who has appropriate training and expertise. Subcontractors must comply with all applicable requirements in this Agreement, including the Appendices, as incorporated through Article V, Section 5.9.
- 3.3 **Compliance with Laws.** The District shall conduct the Program in accordance with Section 1604-R of the Act, along with all other standards and conditions established by the Commission, and in compliance with all applicable Federal, State, and local statutes, ordinances, rules, and regulations.
- 3.4 **Retention of Records and Documents.** The District shall retain and make available to the Commission or its agent all financial records, supporting documents, and other records pertaining to Program activities for audit purposes for a period of three years after final payment is made, this Agreement has expired, or all other pending matters are resolved, whichever is longer.
- 3.5 **Submission of Reports.** The District shall submit all Program accomplishment reports, financial audit statements, and other reports on prescribed forms and at times as specified by the Commission. This includes quarterly reports detailing progress on projects, and quarterly financial statements. The Commission may withhold any program funds awarded to the District until receipt of required reports or the completion of all conditions of this Agreement.
- 3.6 **Notification to Commission; Meetings.** The District shall immediately notify the Commission in writing of any unusual development or circumstances that could significantly change or otherwise affect the District's ability to implement the Program or the duties and responsibilities outlined in this Agreement. The Commission and the District shall meet at the request of either party to discuss the progress of work under the program and any concerns pertinent to the program.
- 3.7 **Accounting of Funds.** The District shall maintain a separate accounting of the funds received under the Program. The District shall include an itemized accounting of administrative costs claimed by the District. The District shall deposit funds in an interest-bearing account that meets the federally insured or collateralized account

requirements of the Commission's current investment policy. Interest earnings from the account shall be applied only to the Program Projects.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF THE COMMISSION

4.1 **Program Oversight.** The Commission shall

- a. Provide administrative and technical oversight and training to the District for execution of the duties and responsibilities described in Attachment A,
- b. Provide the District with Program Guidelines and application form(s), which shall include copies of the required application and project certification forms and any other appropriate project and reporting forms as developed and approved by the Commission;
- c. Be available to the District for consultation on matters relating to the Program, provide program information regularly and timely through Commission staff, including related correspondence or publications to assure adequate communications concerning program changes;
- d. Provide the District with informational materials developed for the Program to assist the District in informing the interested public;
- e. Be responsible to perform those duties required by the Act that have not been delegated to the District.

4.2 **Apportionment of funds.** The Commission shall award grants to the District, to the extent funds are available, to enable the District to fulfill its duties and responsibilities as described herein.

ARTICLE V
STANDARD COMMONWEALTH TERMS AND CONDITIONS

5.1 **Disputes.** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Contract that is not resolved by agreement of the parties shall be decided by the Commission or its designee, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the District. The decision of the Commission or its designee shall be final and conclusive subject to an appeal taken in accordance with the laws of the Commonwealth. In connection with any appeal proceeding under this Article, the District shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute under this Article, the District shall proceed directly with the performance of the Agreement in accordance with the decision of the Commission or its designee.

- 5.2 Amendments.** No alteration or modification of the terms of this Agreement shall be valid unless made in writing and signed by the parties, and no oral understanding or agreements not incorporated herein, and no alterations or modifications of the terms in this Agreement shall be binding on the parties unless made in writing and executed by the parties.
- 5.3 Temporary Suspension.** If, at any time during the term of this Agreement, the Commission determines that the terms and conditions of this Agreement are not materially being met, the Commission may, after 30-day written notice, suspend the District's authority to proceed with work under this Agreement until corrective action has been taken to the satisfaction of the Commission or until the Agreement is terminated and all unspent funds are returned to the Commission.
- 5.4 Termination.** This Agreement may be terminated by any of the signatory parties upon 30-day written notice to the other parties. Within 10 days of such termination, the District shall release to the Commission all files, records and unspent monies pertaining to this Agreement.
- 5.6 Indemnification.** Pursuant to § 4(2) of the Conservation District Law (3 P.S. § 852(2):
- a. The Commonwealth will defend and indemnify District directors, associate District directors, and District employees when performing delegated duties or functions to the same extent as it defends and indemnifies Commonwealth employees; and all directors and employees shall have all immunities afforded by law to Commonwealth employees.
 - b. At the request of the Commission, the Office of General Counsel will provide legal services to districts as required in relation to the duties and functions outlined in the agreement.
- 5.7 Assignment.** The District shall not assign any interest in this Agreement, nor shall any interest be transferred by novation or assignment without prior written consent of the Commission.
- 5.8 Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of Pennsylvania courts.
- 5.9 Additional Compliance Requirements.** The following additional compliance requirements are attached and incorporated into this Agreement. The District shall comply with, and be bound by, the provisions set forth in these attachments:
- a. Appendix A – Automated Clearing House (ACH) Payments.
 - b. Appendix B – Nondiscrimination/Sexual Harassment Clause, with respect to which the District is the “Grantee”

- c. Appendix C – Contractor Integrity Provisions, with respect to which the District is the “Contractor.”
- d. Appendix D – The Americans With Disabilities Act provisions, with respect to which the District is the “Contractor.”
- e. Appendix E – Right-to-Know Provisions, with respect to which the District is the “Grantee.”
- f. Appendix F – Contractor Responsibility/Offset Provisions, with respect to which the District is the “Contractor.”
- g. Appendix G – Worker Protection and Investment Certification Form.
- h. Appendix H – Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet.
- i. Appendix I – Lobbying Certificate Form

5.10 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party to this Agreement and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

5.11 No Waiver. Any forbearance by the Commission in exercising any right or remedy under this Agreement, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy at any appropriate time.

5.12 Severability. The provisions of this Agreement shall be severable. If any article, clause or provision of this Agreement, or any part thereof, is declared to be invalid or unenforceable by any tribunal having jurisdiction, such invalidity, or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

5.13 Entire Agreement. This Agreement, when signed by all of the parties hereto, constitutes the full and complete agreement of all parties and shall not be in any manner interpreted or fulfilled in contradiction of its express terms as provided above.

5.14 Counterparts. The parties may execute and deliver this Agreement in one or more counterparts (including by electronic mail submission), each of which shall constitute an original, and all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

STATE CONSERVATION COMMISSION

Executive Secretary (Date)

LANCASTER CONSERVATION DISTRICT

District Secretary/Treasurer (Date)

District Chairman (Date)

Vendor ID No.

Approved as to legality and form:

Office of Chief Counsel (Date)
Department Agriculture

Contract Form Approval: Form No. 2-FA-16.0
OGC Approval: December 7, 2022
OAG Approval: December 15, 2022

Comptroller (Date)

ME#: _____

GR#: _____

I hereby certify that funds in the amount of _____ are available under

SAP Fund: _____
Budget Year _____
Cost Center: _____
General Ledger: _____

Appendix A
AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.
- c. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

Appendix B
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Appendix C

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Appendix D PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1. 2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

Appendix E RIGHT TO KNOW LAW - GRANT PROVISIONS - 8-K-1580, 2/1/2010

a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.

b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:

1. Provide the commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notice of the Commonwealth's determination.

f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

Appendix F Contractor Responsibility/Offset Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Offset Provision

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

**Appendix G
Worker Protection and Investment Certification Form**



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

**Federal Funding Accountability and Transparency Act
Subrecipient Data Sheet**

The Subrecipient must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subrecipient named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subrecipient. The Subrecipient's documentation will be considered incomplete until such time that Subrecipient provides accurate FFATA information.

- (a) Registration and Identification Information – The Subrecipient must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subrecipient must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if-**
1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI):

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box
Subrecipient affirms they do not
meet the conditions for reporting
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if** --

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

Lobbying Certificate Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31. U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

ATTACHMENT "A"
REQUIRED OUTPUT MEASURES:

PROGRAM OUTREACH

The District will assist the Commission with Program Outreach of the Agriculture Conservation Assistance Program (ACAP Program). The District will provide program outreach by, but not limited to, on-farm interactions, composing newsletter articles, posting information on the District's website or social media, etc.

1. The district will provide information to interested persons on financial assistance and technical assistance programs supporting implementation of best management practices associated with nutrient management, manure management, agricultural erosion and sediment control, and conservation plans.
2. The District will advise applicants of alternative funding sources for project implementation such as tax credits, loans and grants

PROGRAM IMPLEMENTATION

The District will assist the Commission in the administration of the Agriculture Conservation Assistance Program (ACAP Program) to support the implementation of best management practices contained in a nutrient management, manure management, agricultural erosion and sediment control (Ag E&S) and conservation plan when funding is made available to the Commission.

1. Each signatory District to the agreement will provide administrative assistance for the ACAP Program. Districts will be compensated for administrative activities completed according to rates established by the Commission.
 - a) The District will make available and receive applications for the ACAP Program on an ongoing basis.
 - b) The District will review applications for completeness and determine the eligibility of the applicant based on ranking criteria established by the Commission.
 - c) Within 90 days, the District will approve or disapprove applications for grant awards and determine the amount of the award for approved applicants according to the ACAP Program guidelines and administrative policies established by the Commission.
 - d) For projects that have not been certified by USDA NRCS, a registered professional engineer or technical service provider, the District will provide the certification under § 1604-R of the ACAP Program Act if the project satisfies the requirements of the program. Certification by district staff may be completed by those staff who have appropriate job approval authority provided under the USDA/NRCS Job Approval Rating System or appropriate training and expertise as approved by the Commission.

2. The District will enter into written agreements with recipients of approved funding and adopt procedures to ensure that recipients of the approved funding will fully complete projects in a timely manner, meet design and construction standards and comply with the policy and standards of the ACAP program.
3. The District will provide the necessary reports on quarterly activities for the ACAP Program, including the number of operators that received assistance and the number of ACAP Program applications processed by the District.
4. The District will submit the appropriate requests for replenishment of funds on a quarterly basis, or more frequently as needed, to the Commission.
5. If an AgriLink loan will be included as part of the ACAP project, the District will provide interested persons with information, forms and other assistance related to the AgriLink Program as their time and resources allow.
6. If a REAP tax credit will be included as part of an ACAP project, the District will provide interested persons with information, forms and other assistance related to the REAP Program as their time and resources allow.
7. The District may assist interested operators with their ACAP Program application forms, including those within the AgriLink and REAP programs, when requested, under the following conditions:
 - a) The District has resources remaining after satisfying other obligations, duties and responsibilities; and
 - b) The District limits the type of assistance to providing operators with additional clarification on application forms, rather than completing the forms for the operator and mailing or hand delivering a completed form on behalf of the operator.

TECHNICAL ASSISTANCE

The District will provide technical assistance in accordance with Commission guidelines and consistent with the Pennsylvania NRCS Field Office Technical Guide.

REQUIRED OUTPUT MEASURES:

1. The District will assist in nutrient management, manure management, Ag E&S and conservation plan implementation by providing or facilitating, as resources allow, general technical assistance to program participants with approved plans. Technical assistance may include inventory and evaluation; developing or assisting in the development of designs; cost estimates; construction monitoring; and certification of the proposed project(s). Technical assistance offered by the District must be consistent with job approval authority provided under the USDA/NRCS Job Approval Rating System, Pennsylvania professional engineering certification or appropriate training and expertise as approved by the Commission. Where District staff do not have the job approval authority to certify a project, they may assist the appropriate agency staff that are providing the final certification.

2. As is pertains to the supporting programs of the ACAP project, the District will provide technical assistance, as resources allow, consistent with Paragraph 1 above for the ACAP Program, which may include the AgriLink and the REAP programs. Districts will be compensated for activities completed according to rates established by Commission.

When an applicant is receiving funding under the ACAP Program, including the AgriLink and REAP programs, and has requested the assistance of the District, the District will provide or facilitate technical assistance, as resources allow, in project design, development and/or review of project costs. This assistance may also include installation and monitoring of the project.

REPORTING

The conservation district shall provide the Commission with the appropriate reports to document efforts planned or completed in the program.

REQUIRED OUTPUT MEASURES:

1. The District will provide the Commission with quarterly reports that summarize those activities performed during the report period including but not limited to education and outreach; number of grant applications received and processed, and technical assistance provided to program applicants. Activity reports will be submitted on forms supplied by the Commission and according to the schedule approved by the Commission.
2. The District will also collect and report data pertaining to Ag E&S plans, conservation plans, manure management plans, nutrient management plans and best management practice implementation completed under approved projects. Plan and best management practice data shall be input and maintained in the PracticeKeeper web-based data collection system or another data management system or reporting system approved by the Commission.