

# BRADFORD COUNTY CONSERVATION DISTRICT

Stoll Natural Resource Center  
200 Lake Road, Suite E, Towanda, PA 18848  
Telephone (570)265-5539 Ext.

January 9, 2023, MEETING

The January 2023, meeting of the Bradford County Conservation District was called to order by Keith Heimbach, on January 9, 2023, at 12:30 PM, at the Stoll Natural Resource Center and via Zoom.

District Directors Attending the Meeting were: Keith Heimbach, Nicole Harris, Alvin Herman, Robert Miller and Anthony Ventello

Via Zoom: Daryl Miller

Others attending the meeting were: Cathy Yeakel – District Manager, Joe Quatrini – Tech Team Leader, Jeremy Yohe – PA Fish & Boat Commission, Ty Moon – PA Fish & Boat Commission, Kevin Brown – Ag. Team Leader, Daniel Rhodes – Education Coordinator, Adam Chorba – Forest Specialist, Brad Cummings – Chapter 102/105 Program Manager, Tim Robson – Dirt & Gravel Roads Specialist, Matthew Schoen – Dirt & Gravel Roads Specialist, Chad Spencer – NRCS, Patrick Cullen – District Engineer, Isaac Walker – Ag. Resource Specialist, Jenny Marino – Accounts Supervisor, and Cheri Holecek – Administrative Assistant.

Rob Miller made a motion to accept the Meeting Agenda as amended. Alvin Herman seconded the motion; motion was unanimously passed.

Alvin Herman made a motion to accept the December 5, 2022, minutes as written. Rob Miller seconded the motion; motion was unanimously passed.

## REPORTS FROM COOPERATING AGENCIES AND GUESTS:

Commissioners - Daryl Miller noted that their priority has been The Manor and transitioning it into private sector hands. Still working on dark fiber and the infrastructure to add 911 towers. Two towers are up but the equipment is not yet on them. There are 4 or 5 more to put up and they hope to have them up early this year. They will be leasing cell space so that the more rural areas have cell service.

Central Progress Authority – Tony Ventello stated that dark fiber is up and they are waiting on NTIA grants for continued buildouts. There is a surge in business lending and Central Progress Authority is teaming up with banks.

NRCS – Chad Spencer, let everyone know that Tess Flynn-Belles has accepted a position with NRCS. They are almost fully staffed. One position was moved to another location. They are catching up on all the end-of-year work and getting modifications completed. The next two weeks they will be getting the ranks and assessments completed for EQIP.

PA Fish and Boat – Jeremy Yohe and Ty Moon notified us that the fish stocking schedule should be released to the public in soon and he hopes to see up assisting with stocking. License fees have increased and this is the first increase since 2008.

Isaac Walker was introduced to the Board and welcomed as a new BCCD employee.

## OLD BUSINESS

SCEC Update - Satterlee Creek bid proposal package is due January 17, 2023. Noted in the cover letter of the bid package was that over 100 signatures were received on the petition for BCCD to acquire the property. The bid proposal was previously provided to the board for review. Tony Ventello made a motion to submit the proposal. Nicole Harris seconded the motion; motion was unanimously passed.

## NEW BUSINESS

Board Appointments – Daryl Miller and Alvin Herman were sworn in as BCCD directors.

Daryl Miller made a motion to nominate Keith Heimbach as Chair. Tony Ventello seconded the motion; motion was unanimously passed.

Keith Heimbach made a motion to nominate Daryl Miller as Vice Chair. Alvin Herman seconded the motion; motion was unanimously passed.

Keith Heimbach made a motion to nominate Alvin Herman as Secretary/Treasurer. Tony Ventello seconded the motion; motion was unanimously passed.

2023 Meeting dates – Tony Ventello made a motion to approve the meeting dates for 2023 as listed, February 6, March 6, April 3, May 1, June 5, July 10, August 7, September 11, October 2, November 6 and December 4. Nicole Harris seconded the motion; motion was unanimously passed.

ACAP – The Agricultural Conservation Assistance Program (ACAP) delegation agreement was prepared and sent by the State Conservation Commission for review and approval. BCCD is slated to receive \$3.5 Million over the next 4 years to complete installation of agricultural Best Management Practices on farms throughout Bradford County. Alvin Herman made a motion to move forward with the ACAP Delegation. Rob Miller seconded the motion; motion was unanimously passed.

West Nile Virus Grant Application - The Grant Budget Worksheet was provided to the Board. Tony Ventello made a motion to move forward with the grant. Alvin Herman seconded the motion; motion was unanimously passed.

DEP Stream Improvement Program Contract Amendment – Funding remained in the DEP Stream Improvement Program contract after completion of the EWP projects. Eleven additional sites have been chosen for the remaining balance of the funds. Rob Miller made a motion to Amend the contract to use the remaining funds for these 11 additional sites. Alvin Herman seconded the motion; motion was unanimously passed.

Bradford County CAP – Cathy announced that the district was awarded \$276,306 in funding for the CAP Coordinator and CAP Implementation Grants that were submitted in 2022. \$100,000 for CAP Coordinator and \$176,306 for projects.

2021 Audit – The directors were sent the 2021 Audit findings earlier for review. Alvin Herman made a motion to accept the findings. Tony Ventello seconded the motion; motion was unanimously passed.

Seedling Sale – The seedling sale had and extended due date of January 6, 2023. This year there are approximately 160 orders for approximately \$17,500. Last year there were 131 orders for approximately \$12,500.

No Till Drill – A tow behind unit was purchased and is in the garage. A small seed box is being added. An article was placed in the paper, more information will be placed in social media to get attention and possible renters.

## OTHER

Employee of the Quarter is Tim Robson.

Employee of the Year is Adam Chorba.

## PROGRAM UPDATES

Nutrient Management Plan Approvals - None

Commission Report – Field Representative – see attached

Treasure's Report & Payment of Bills – The Treasurer's Report was presented to the Board. Tony Ventello made a motion to accept the Report and Payment of Bills. Rob Miller seconded the motion, the motion was unanimously passed.

Correspondence – Nothing to report

The meeting was adjourned at 1:38 by Keith Heimbach

The next meeting of the Bradford County Conservation District will be held on Monday, February 6, 2023, 12:30 PM, at the Stoll Natural Resource Center and via Zoom.

Respectfully submitted,

Cheri Holecek

Administrative Assistant

## 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.

**NEW Watershed Specialist Reimbursement Forms** - The CDWS Application for Reimbursement Form (rev 11/2022), Supplemental Sheet (rev 9/2022), and Instructions for both documents have been revised to incorporate a statement in the signature section related to the PracticeKeeper reporting obligations. The Application for Reimbursement Form was further revised to include a text field for the document number in addition to some changes to the section to be completed by DEP. The revised forms must be utilized in order to be accepted **starting with the October through December 2022** Watershed Specialist Quarterly Reimbursement Request, which are **due January 15, 2023**. Reimbursement Requests submitted on old forms **WILL BE RETURNED**. Please reference the instructions when completing the forms and be sure that the Application is signed by an authorized representative (District Manager or Assistant District Manager), not by the Watershed Specialist or Administrative staff. Here is a direct link to the revised documents in the eLibrary: <http://www.depgreenport.state.pa.us/elibrary/GetFolder?FolderID=677303> . The Applications should continue to be sent to the [RA-EPWATERPROGRAMS@pa.gov](mailto:RA-EPWATERPROGRAMS@pa.gov) address on the form.

### **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](mailto: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](http://www.PaPlants.pa.gov)**

<b>Training</b>	<b>Tentative Date(s)</b>
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 <sup>st</sup> 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 Braund at Braund at [jbraund@pa.gov](mailto: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](mailto: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

**PA Chesapeake Bay 2022 Progress Run Reporting Update** - DEP's BWRNSM submitted its data to EPA's Chesapeake Bay Program Office (CBPO) on December 1<sup>st</sup> 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

**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.

### **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](http://www.PACD.org) Select the "Events" tab and then the "Training Calendar" tab.



DECEMBER  
CORRESPONDENCE

- #1 FARMSHINE
- #2 BAY JOURNAL
- #3 Letter from the SCC approved terms for new board appointments (Al Herman and Daryl Miller)
- #4 *Our Journey* – FCCB Newsletter
- #5 DEP, Environmental Cleanup and Brownfields Program
  - Copy of Receipt of Remedial Investigation and Final Report to Creston Environmental, LLC for the Hattie N 2H on the Hattie BRA Pad, Wilmot Township.
  - Copy of Receipt of Intent to Remediate and Final Report to Creston Environmental, LLC for the MTL 4H on the MTL Pad, Wyalusing Township.
- #6 DEP, NCRO, Waterways and Wetlands
  - Copy of GP Acknowledgement Notification to PennDOT for the following:
    - o SR 403 ov Tb Beckwith Crk 227, Wells Township
    - o SR 1011 ov Ross Creek 2651
  - Copy of E41-9999 Authorization Notification to PennDOT for Structure 08001404400000, Columbia Township.
- #7 DEP, NCRO, District Oil and Gas Operations
  - Copies of Water Obstruction & Encroachment Permits to Chesapeake Appalachia, LLC for the following:
    - o Lehman Bra Impoundment, Orwell Township
    - o Rylee Sus Pad, Auburn Township, Susquehanna County

**Treasurers Report  
January 9, 2023**

503,071.62	PS General Municipal Fund
5,142.05	PS General Courtesy Account
30,959.46	e-commerce Acct
53,510.09	Manchester Memorial
1,150,227.07	First Citizens Municipal Fund
227,062.95	First Citizens Checking
70,831.51	First Citizens Ag Reserve
10.50	First Citizens LVR Checking
7,509.75	First Citizens D&G Checking
79,357.76	First Citizens LVR Municipal
2,120,279.68	First Citizens D&G Municipal
233,974.07	First Citizens BC Watershed Fund
22,838.49	BSFLA Scholarship Account

**\$4,504,775.00**

**Total**

**General Account Bills to be Paid**

62.50	Anthony Ventello Mileage
71.73	Arey Building Supply, Inc. Shovel and Salt
304.38	Bradley W. Cummings Mileage
115.00	CBCCC Membership Renewal
14.13	Cheri A. Holecek Mileage
31.88	Daniel Rhodes Mileage
1,514.28	DeCristo, Inc CAP Hardenstine Project
810.00	Hardenstine's Excavating CAP Hardenstine Project
195.00	Keith Heimbach Mileage
245.00	Al Herman Mileage
200.00	Jenny Marino Clothing Allowance
900.00	Susan Johnson December Cleaning
65.00	Jonathan Vannoy December Cleaning
371.11	Joseph D. Quatrini Mileage & Expenses
84.84	Kevin Brown Expenses
11,826.96	Larson, Kellett & Associates 2021 Audit
410.00	Mac's Snow Plowing and Salt
331.25	Matthew A. Schoen Mileage and Expenses
171.00	Megan Rought Ag Pres Admin
348.75	Michael Corby December 2022 BMP Verification
200.00	Robert Miller Mileage
161.88	Miranda E. Neville Mileage and Expenses
232.50	Nicole Harris Mileage
56.65	NTSWA Garbage Removal
2,167.00	Old Glory Forest Products CAP McCarthy Project
335.19	Penelec - Electric New Section of Building
115.63	Timothy M. Robson Mileage & Expenses
135.00	Tori Bristol Web Design Services
703.64	Valley Energy Gas
140.00	Brian Zeidner Mileage
25.00	Timothy M. Robson Above and Beyond Award 4th Quarter 2022
100.00	Adam D. Chorba Employee of the Year 2022

**\$ 22,445.30**

**Total General Account Bills to be Paid**

**General Account Bills Paid Since Last Meeting**

9,592.00	Glenn Gorrell CAP Implementation - CAP Project
14,500.00	Rovendale Ag & Barn CAP Implentation - CAP Project - No Till Drill

4,810.00	Jerry Slater CAP Implementation - CAP Project
1,227.62	Visa KHD Credit Card Payment
1,020.02	Visa CSY Credit Card Payment
70.08	Visa JDQ Credit Card Payment
151.88	Cathy S. Yeakel Mileage
103.10	Comcast Building Internet - December
48.14	East Smithfield Hardware Gas Powered Drill Repair
195.26	Penelec Electric - Newer Section of Building
67.49	Wysox Municipal Authority Water - November
78.04	Wysox Municipal Authority Sewer - November
33,422.00	Nicole Harris CAP Implementation - Harris Project

**\$ 65,285.63**      **Total General Account Bills Paid Since Last Meeting**

**General Account Bills Paid by Credit Card Since Last Meeting**

99.98	Amazon Bathroom Tissues
66.76	Amazon Paper Towels
38.04	Amazon DG Admin - Folders
46.47	Walmart Worms
68.78	Amazon Hand Soap
13.93	Amazon Tissues
39.47	Amazon Paper Towels
8.98	Amazon Compass Drawing Tool
45.32	Grainger Underwater Drone - Parts
253.49	Amazon DG Admin - TMR Office Chair
74.97	Amazon Outdoor Flood Lights
43.00	Blue Skies Drone Shop Underwater Drone - Parts
65.37	Walmart Worms
21.58	Amazon Underwater Drone - Wire Mesh
81.95	Amazon Worms
5,049.50	Walmart Employee Retention - Visa Cards
10.14	Tractor Supply Rat Traps for Garage
7.31	Wagging Tail Coffee CSY - Coffee NC Manager Meeting
9.55	Postmaster Postage - Ch 102
1,011.90	Tops Staff Retention - Visa Cards
1,011.90	Tops Staff Retention - Visa Cards
12.61	Five Below Earth Day 2023 - Raffle Prize

**\$ 8,081.00**      **Total General Account Bills Paid by Credit Card Since Last Meeting**

**\$ 95,811.93**      **Total General Account Bills**

**Income Since Last Meeting**

179.52	Online Tree Order
775.22	CIG Interseeder
2,766.82	CIG Interseeder
160.35	CIG Interseeder
210.70	Online Tree Orders
184.03	Online Tree Order
484.58	Online Tree Orders
2,000.00	NPS Mini Grant Reimbursement
1,820.03	PACD/NRCS Umbrella Agreement Reimbursement 9-30-22
56.31	Online Tree Orders
81,967.92	CDFAP Manager and Tech Reimbursement 9-30-22
386.82	Online Tree Order
325.34	Online Tree Order
261.56	Online Tree Order

594.15	Online Tree Order
87.19	Online Tree Sales
183,468.88	Stephen Foster Lake 319 Reimbursement
319.42	Online Tree Order
15,517.28	Watershed Specialist Reimbursement 9-30-22
4,552.50	USDA December Rent
6,359.00	Tree Sale Orders
1,500.00	Brackman Deposit - Leroydale Farms
1,500.00	Permit Fee - Sunfish Pond Expansion Project
725.00	Lake Ondawa Survey and Data Work Up
1,246.08	December Interest

<b><u>\$ 307,448.70</u></b>	<b>Total General Account Income Since Last Meeting</b>
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**Dirt & Gravel Roads Account**

**Dirt & Gravel Roads Account Bills To Be Paid**

<b><u>\$ -</u></b>	<b>Total Dirt &amp; Gravel Roads Account Bills To Be Paid</b>
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**Dirt & Gravel Roads Account Bills Paid Since Last Meeting**

<u>45,046.35</u>	Springfield Twp Final Payment Dubert Road - Reissued after lost check
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<b><u>\$ -</u></b>	<b>Total Dirt &amp; Gravel Roads Account Bills Paid Since Last Meeting</b>
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<b><u>\$ -</u></b>	<b>Total Dirt &amp; Gravel Roads Bills</b>
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**Dirt & Gravel Roads Account Income Since Last Meeting**

1,353.50	Interest December
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<b><u>\$ 1,353.50</u></b>	<b>Total Dirt &amp; Gravel Roads Account Income</b>
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**AGREEMENT FOR DELEGATION OF  
ADMINISTRATIVE RESPONSIBILITIES FOR THE  
AGRICULTURE CONSERVATION ASSISTANCE PROGRAM**

THIS DELEGATION AGREEMENT is made this 11<sup>th</sup> 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 BRADFORD COUNTY CONSERVATION DISTRICT, with its principal offices located at 200 LAKE RD STE E TOWANDA, PA 18848-9693 (“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 Bradford 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 Bradford County; and

**WHEREAS**, such laws, programs and guidelines provide for the execution of this agreement for the delegation by and between the Bradford 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 Bradford 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](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)

BRADFORD 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:** \_\_\_\_\_

## **2023 District Committees**

**Ag.** – Keith Heimbach (Ch), Daryl Miller, Josh Ford, Rob Miller, Chad Spencer, Mark Madden, Ron Harris, Al Herman, Staff Advisors: Isaac Walker, Kevin Brown, Miranda Neville, Patrick Cullen

**Building & Grounds** – Brian Zeidner (Ch), Bruce Chase, Daryl Miller, Anthony Ventello, Chad Spencer, Cathy Yeakel, Joe Quatrini, Kevin Brown, Jonathan VanNoy

**Dirt & Gravel, Low Volume Roads Program** – Daryl Miller (Ch), Chad Spencer, Jeremy Yohe, Matt Williams, Rob Miller, Staff Advisors: Joe Quatrini, Matt Schoen, Tim Robson, Tess Flynn-Belles and Tori Welliver

**District Operations/Employees** – Keith Heimbach (Ch), Al Herman, Bruce Chase, Staff Advisor: Cathy Yeakel

**Donations/Memberships** – Cathy Yeakel (Ch), Rob Miller, Daryl Miller

**Education & Youth** – Nicole Harris (Ch), Bruce Chase, Dan Rhodes, Joe Quatrini, Isaac Walker, Cathy Yeakel

**Energy Conservation & Air Quality** – Brian Zeidner (Ch), Bruce Case, Keith Heimbach, Tony Ventello, Chad Spencer, Staff Advisors: Cathy Yeakel, Kevin Brown

**Equipment** – Keith Heimbach (Ch), Bruce Chase, Staff Advisor: Cathy Yeakel

**Erosion & Sedimentation Pollution Control** – Anthony Ventello (Ch), Bruce Chase, Chad Spencer, Staff Advisors: Cathy Yeakel, Joe Quatrini, Brad Cummings

**Forestry Committee** – Nicole Harris, Al Herman, Bruce Chase, Staff Advisors: Adam Chorba, Cathy Yeakel, Joe Quatrini, Dan Rhodes,

**Manchester Scholarship Award** – Keith Heimbach (Ch), Bruce Chase, Nicole Harris, Cathy Yeakel

**PACD Executive Council** – Daryl Miller (Delegate), Cathy Yeakel (Alternate), Al Herman (2<sup>nd</sup> Alternate)

**Public Relations and Outreach** – Al Herman (Ch), Brian Zeidner, Cathy Yeakel, Dan Rhodes, Miranda Neville, Jenny Marion, Cheri Holecek

**Strategic Planning** – Cathy Yeakel (Ch), Rob Miller, Daryl Miller, Anthony Ventello, Joe Quatrini, Kevin Brown, Dan Rhodes

**Watersheds, Waterways & Wetlands** – Al Herman (Ch), Rob Miller, Anthony Ventello, Warren Singer, Chad Spencer, Staff Advisors: Cathy Yeakel, Joe Quatrini, Brad Cummings, Adam Chorba

**Mosquito-borne Disease Control Grant Worksheet**  
January 1, 2023 to December 31, 2023



**pennsylvania**  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

NAICS Code	Federal ID Number
	23-2703892
DUNS Number	SAP Vendor #
FJZTJ2HR6R3	

<b>CEO, District Manager or Chairman Commissioner - Name and Title:</b>	Cathy Yeakel, District Manager
<b>Commissioners Office or Conservation District Name and Mailing Address:</b>	Bradford County Conservation District, 200 Lake Road, Suite E, Towanda, PA 18848
<b>Contact/Coordinator Name, Phone, &amp; Email:</b>	TBD
<b>Invoicing Contact Name, Phone &amp; Email:</b>	Jenny Marino, 570-485-3123, jenny.marino@pa.nacdnet.net

1.	Personnel Title and/or Name	Hours	Rate	Total
a.	Coordinator, TBD	1,800.00	\$32.00	\$57,600.00
b.	Jenny Marino	100.00	\$30.36	\$3,036.00
c.				\$0.00
d.				\$0.00
e.				\$0.00
f.				\$0.00
g.				\$0.00
h.				\$0.00
i.				\$0.00
j.				\$0.00
k.				\$0.00
	<b>Total</b>			<b>\$60,636.00</b>

2.	Operational Expenses			Total
a.	County/Personal Vehicle Miles	20,000	at .625 per mile	\$12,500.00
b.	Leased Vehicle Miles		at .18 per mile	\$0.00
c.	Training			\$550.00
d.	Pesticide Applicators Insurance, Licenses and Fees.			\$220.00
e.	Vehicle Rental/Lease/Purchase (Pick-up trucks, insurance)			\$49,550.00
f.	Carbon Dioxide/Dry Ice			\$2,500.00
g.	Surveillance Equipment	batteries, traps, dippers, vials, etc.		\$5,500.00
h.	Control Equipment	sprayers & maintenance, ULV equip.		\$1,000.00
i.	Control Products	larvicide, adulticide		\$3,000.00
j.	Computer			\$2,000.00
k.	Shed			\$4,000.00
l.				
	<b>Total</b>			<b>\$80,820.00</b>

3.	<b>Tick Surveillance</b>	Travel and time for tick surveillance	\$5,745.00
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4.	<b>Habitat Reduction and Education</b>	Dunks, educational items	\$1,600.00
	<b>Total</b>		<b>\$1,600.00</b>

5.	<b>Administration</b>	Copier/fax/phone/postage/cell phone/office supplies	\$1,000.00
		Office Rent	\$5,000.00
	<b>Total</b>		<b>\$6,000.00</b>

**TOTAL FUNDING REQUESTED** \$154,801.00