

**STATE CONSERVATION COMMISSION MEETING
PA DEPARTMENT OF AGRICULTURE**

In-Person and Microsoft Teams
Tuesday, September 8, 2026 @ 10:00 AM

Agenda

Briefing Session – 9:00 a.m.

1. Marty Qually, New Executive Secretary of the SCC Introduction
2. CDFAP Funds Staffing Application System Demonstration – Jaci Kerstetter, DEP
3. Governor Shapiro’s Executive Order 2026-05 Update – Jill Whitcomb, DEP
4. FPR Update – Brady Seeley, SCC

Business Session – 10:00 a.m.

A. Opportunity for Public Comment

B. Business and Information Items

1. Approval of Minutes
 - a. July 23, 2026 Meeting Minutes – (A)
 - b. August 18, 2026 Meeting Minutes – (A)
2. ACAP
 - a. ACAP Admin Manual – Eric Cromer, SCC (A)
 - b. ACAP Delegation Agreement – Eric Cromer, SCC (A)
 - c. ACAP FY26-27 Updated Allocations – Eric Cromer, SCC (A)
3. Venango CCD: Request to Establish a Reserve Account Using Leftover FY 25/26 CDFAP UGWF Money – Jaci Kerstetter, DEP (A)
4. Letter of Support for Conservation Workforce Development Research by Penn State – Erin Trouba and Sarah Xenophon, SCC and Jenn Fetter, PSU (A)
5. Chapter 102 & 105 Delegation Agreement Update – Carl DeLuca and Karen Books, DEP (NA)

C. Written Reports

1. Ombudsman Program Updates
 - a. Southern Alleghenies Region
 - b. Lancaster County Conservation District.
2. Nutrient and Odor Management Programs
 - a. Nutrient and Odor Management Programs Report
 - b. Nutrient Management Plan Actions

D. Cooperating Agency Reports

- DCED
- PACD
- PSU

- PS Extension
- DCNR
- NRCS
- DEP
- PDA

E. Adjournment

Next Public Meetings/Conference Calls:

- October 20, 2026 (Tuesday) - Conference Call
- November 17, 2026 (Tuesday) – PDA Lobby Conference Room



MEMO

TO: Members of the
State Conservation Commission

FROM: Jacquelyn Kerstetter
Water Program Specialist
Conservation District Support Section

THROUGH: Karen Books
Environmental Group Manager
Conservation District Support

THROUGH: Kathryn Bresaw
Environmental Program Manager
Nonpoint Source Management Division

DATE: September 8, 2026

RE: Demonstration of SCC's Staffing Application System

ACTION REQUESTED: No action required.

Background

On March 10, 2020, the State Conservation Commission approved the requirement for conservation districts to complete and submit a Staff Budgeting spreadsheet. The spreadsheet documented each district's individual staff salary and benefit costs and designated program funds used to support those positions. Entries were based on the state's fiscal year.

SCC approved the development of a web-based data collection system under FY 22/23 CDFAP Allocation's State-Wide Special Projects category. The system collects identical information as the former spreadsheet; it is fully operational and provides informative reports to district leaders and agency staff.

Meeting Demonstration

Jaci Kerstetter will spend approximately 20 minutes demonstrating the system's functions and report generation capabilities, including data entry, CD reports, and comparative salary reports.

**STATE CONSERVATION COMMISSION MEETING
PA DEPARTMENT OF AGRICULTURE**

In-Person and Microsoft Teams
Thursday, July 23, 2026 @ 10:00 AM

DRAFT MINUTES

Members Present: Deputy Secretary Greg Hostetter, PDA; Deputy Secretary Jill Whitcomb, DEP; Micheal Flinchbaugh, Farm Member; Bill Iams, Farm Member; Daryl Miller, Public Member; Ronald Rohall, Public Member; Emil Bove, PACD; Denise Coleman, NRCS (Virtual); Nicole Thompson, PS Extension (Representative)

Briefing Session – 9:00 a.m.

1. Nutrient Management Program Listening Session Overview – Brady Seeley, SCC (NA)
2. PA Agriculture Innovation Grant Program and Innovation Events – Mike Roth, SCC
3. Federal MEB-IIJA Award Spend Plan and Updates – Sarah Xenophon, SCC
4. SCC Fee Policy Update – Justin Challenger, SCC

Business Session – 10:00 a.m.

A. Opportunity for Public Comment

1. Letters from Pike County Conservation District and Clinton County Conservation District Regarding the Executive Secretary Hiring Process
2. Letter from Susquehanna County Conservation District Regarding Agenda Item B.4

B. Business and Information Items

1. **Approval of Minutes**
 - a. **June 18, 2026 Meeting Minutes – (A)**

Daryl Miller motioned to approve the minutes from the June 18, 2026 Commission meeting. Motion seconded by Bill Iams. Motion carried.

2. **Nutrient Management Program**

- a. **Odor Management Plan Review – Evergreen Poultry Farm LLC – Layer Farm, Franklin County – Karl Dymond, SCC (A)**

Evergreen Poultry Farm LLC – Layer Farm agricultural operation is a proposed layer operation with 199,710 layers (627.09 AEUs) and a proposed Roofed Manure Storage Facility measuring 72.5' x 200' x 7' (3,000-ton capacity). The confirmed Odor Site Index value for this proposed Layer Barn and manure storage facility indicates a high potential for impacts with a score of 117.4. Due to the high potential for impacts, the appropriate Level I Odor BMPs are required and are properly identified in the plan. The proposed plan provides adequate detail and direction for facilitating the operator's Implementation and Operation & Maintenance of these required Odor BMPs, as well as the necessary documentation needed to demonstrate compliance with the plan and

regulations. Also, due to the high potential for impacts, one or more specialized Level II Odor BMPs are required, in addition to the Level I Odor BMPs. This plan includes the following required Level II Odor BMPs: a. Earthen Windbreak Wall; b. Vegetative Buffer for Filtering; and c. Vegetative Buffer for Screening. All Odor Management Plans with Odor Site Indexes that exceed 100 require full commission approval. The Evergreen Poultry Farm LLC – Layer Farm operation meets the planning and implementation criteria established under the PA Nutrient & Odor Management Act and Facility Odor Management Regulations and is recommended for approval.

Ron Rohall motioned to approve Evergreen Poultry Farm LLC Layer Farm (Franklin County) Odor Management Plan. Motion seconded by Bill Iams. Motion carried.

b. Odor Management Plan Review – John M. & Levi S. King – Dairy & Poultry Farm, Chester County – Karl Dymond, SCC (A)

John M. & Levi S. King – Dairy & Poultry Farm agricultural operation is an existing dairy operation which is proposing a new pullet animal enterprise with 25,000 pullets (48.9 AEUs) and a proposed Roofed Manure Storage Facility measuring 36' x 56' x 8' (16,128 cubic foot capacity). The confirmed Odor Site Index value for this proposed Pullet Barn and manure storage facility indicates a high potential for impacts with a score of 143.1. Due to the high potential for impacts, the appropriate Level I Odor BMPs are required and are properly identified in the plan. The proposed plan provides adequate detail and direction for facilitating the operator's Implementation and Operation & Maintenance of these required Odor BMPs, as well as the necessary documentation needed to demonstrate compliance with the plan and regulations. Also, due to the high potential for impacts, one or more specialized Level II Odor BMPs are required, in addition to the Level I Odor BMPs. This plan includes the following required Level II Odor BMPs: a. Poultry Litter Amendment; b. Vegetative Buffer for Filtering; and c. Vegetative Buffer for Screening. All Odor Management Plans with Odor Site Indexes that exceed 100 require full commission approval. The John M. & Levi S. King – Dairy & Poultry Farm operation meets the planning and implementation criteria established under the PA Nutrient & Odor Management Act and Facility Odor Management Regulations and is recommended for approval.

Daryl Miller motioned to approve John M. & Levi S. King Dairy & Poultry Farm (Chester County) Odor Management Plan. Motion seconded by Ron Rohall. Motion carried.

3. CEG Guidelines and Delegation Agreements – Sarah Xenophon, SCC (A)

The last delegation agreements for the CEG program ran from October 1, 2020, until June 30, 2025 and the associated CEG guidelines were last updated in 2025 with minor adjustments to make Sarah Xenophon the primary contact for the program. CEG delegated agreements have been expired since June 30th of 2025, making the completion of these agreements a high priority for the Commission. Working with the PDA legal team, a new delegation agreement has been drafted, using a more standardized delegation agreement template provided by DEP's

legal team. Because a more standardized agreement is being used to accommodate a wider range of programs, PDA Legal has coordinated with SCC staff to also update CEG guidelines to include all program related requirements and policies as a functional attachment to the agreement. The draft delegation agreement and guidelines are now ready for Commission review.

Bill Iams motioned to approve CEG Guidelines and Delegation Agreements. Motion seconded by Ron Rohall. Motion carried.

Jill Whitcomb motioned to add that the previous approval to XX is pending editorial changes from the Office of General Counsel. Motion seconded by Daryl Miller. Motion carried.

4. CDFAP FY 26-27 Allocations – Jaci Kerstetter & Karen Books, DEP & Justin Challenger, SCC (A)

The SCC typically approves the Conservation District Fund Allocation Program Allocations at their July meeting. Jaci Kerstetter and Karen Books of DEP will present the allocation spreadsheet to the board. The spreadsheet is very detailed and covers how the funding from CDFAP and the unconventional gas wells is divided between the counties. DEP and PDA receive separate line items in the state budget for CDFAP. The spreadsheet also shows which agency will fund different portions of the allocations. The July meeting will also include additional discussions around the \$40,000 proposed by PACD to incentivize attendance at the PACD/SCC joint annual conference. The allocations will include several scenarios for this funding for the board to consider.

Daryl Miller motioned to approve the CDFAP FY 26-27 Allocations (Version A2 as presented in the memo). Motion seconded by Bill Iams. Motion carried.

5. Conservation District Fund FY 26-27 Executive Authorization Increase Request – Karen Books, DEP (A)

Executive Authorization is provided prior to the passage of the state budget for CDFAP due to it being a special fund. Due to the authorization coming prior to the state budget, the EA often does not match the final state budget. This request is for board approval for DEP and SCC staff to request additional EA to match the PDA and DEP transfers to the District Fund and Act 13 Transfer to District Fund in the state budget.

Bill Iams motioned to approve the Conservation District Fund FY 26-27 Executive Authorization Increase Request. Motion seconded by Daryl Miller. Motion carried. Greg Hostetter abstained from voting.

6. Agriculture Conservation Assistance Program (ACAP) – Fiscal Year 2024-2025 Philadelphia ACAP Funds Re-encumbrance – Eric Cromer, SCC (A)

In FY2024, the SCC was tasked with administering the ACAP program in Philadelphia. The SCC placed an RFP for projects for \$300,000. Currently, \$205,000 of these funds remain unused. Chester County Conservation District has entered into agreement to administer these

funds for Philadelphia. The SCC proposed encumbering the funds to Chester CD to be utilized for projects in the city. Chester CD has established a local advisory committee comprised of professionals and organizations from Philadelphia to advise the board on project ranking and policy.

Bill Iams motioned to approve the ACAP Fiscal Year 2024-2025 Philadelphia ACAP Funds Re-encumbrance. Motion seconded by Ron Rohall. Motion carried.

- 7. Request to Reduce Director Members on Clarion Conservation District Board – Karen Books, DEP & Tricia Mazik, Clarion County Conservation District Manager (A)**
- Pennsylvania Conservation District Law (Act 217 of 1945) requires conservation district boards to consist of seven appointed members and allows for up to nine. The board of directors shall include one member of the county’s governing body, not more than four or less than two farmers, and not less than two or more than four public members who shall not be farmers. The Clarion Conservation District (District) received permission more than 20-years ago from the State Conservation Commission to increase their director number to allow four farmers and four public members for a total of nine directors. One farmer and one public director on the district’s board resigned from their positions at the end of 2025, and those positions remain open. Several individuals have been contacted in an effort to increase director interest, but no commitments have been made. The Clarion Conservation District’s Board of Directors voted at their public meeting on June 16, 2026 to formally request the number of directors be reduced from nine to seven due to the lack of interested members. The Clarion County Commissioners reviewed this request and approved the reduction in member number at their public meeting held on July 14, 2026.

Bull Iams motioned to approve the Request to Reduce Director Members on Clarion Conservation District Board. Motion seconded by Ron Rohall. Motion carried.

C. Written Reports

1. Ombudsman Program Updates
 - a. Southern Alleghenies Region
 - b. Lancaster County Conservation District
2. Nutrient and Odor Management Programs
 3. Nutrient and Odor Management Programs Report
 4. Nutrient Management Plan Actions

D. Cooperating Agency Reports

- DCED – No Report
- PACD – Emil Bove

Emil thanked the Commission for their action on Agenda Item B.4. Emil also reminded everyone about the upcoming PACD/SCC JAC on August 5-6. Registration closes on Jul 24.

- PSU – Nicole Thompson
Nicole reminded everyone about Ag. Progress Days the week of August 10, and the ACAP Ag. Conservation Conference will be held in Indiana County on Tuesday September 14-16. Nicole also announced that PS Extension hired 5 county agents. NRCS will be hosting soil health and sustainability training in PA.
- DCNR – No report
- NRCS – Denise Coleman
NRCS is continuing to obligate front bill dollars, they have about 710% of contracts signed. Denise announces the approval of a watershed impetration plan in Chester County Conservation District.
- DEP – Jill Whitcomb
Contract renewals for Chesapeake Bay Technician and Engineer CDFAPACT&CDFAP allocation worksheets are coming up. PA Agency All Ag. Meeting on Monday, September 14, registration is free, but you must register. Watershed specialist admin training will be hosted on August 12. The Clean Water Academy procurement solicitation opened on July 9t and will close at 9:00 AM on August 7. Chapter 102 regional ENS trainings will be hosted, details and sign up are available on the Clean Water Academy. DEP is reviewing all delegation agreements to make sure they are up to date. Land application of biosolids general permit for beneficial use of biosolids drafts are open for public comment through September 2nd
- PDA – Greg Hostetter
Greg encouraged everyone to follow Secretary Redding on Facebook. Greg also provided an update that they have conceded the second round of interview for the new Executive Secretary and they hope to be able to share details soon. PDA is working on the application for the \$10 million package for the freeze that effected PA fruit growers. PDA budget updates: there is a new \$5 million for outreach and education on high path avian influenza, this will be split among the centers of excellence (\$2 million) an d (\$3 million); \$13.8 million for the Pennsylvania Farm Bill. Greg also announced there is a new bill regarding FPRs.

E. Adjournment

Next Public Meetings/Conference Calls:

- August 18, 2026 (Tuesday) - Conference Call
- September 8, 2026 (Tuesday) – PDA Lobby Conference Room

Daryl Miller motioned to adjourn. Motion seconded by Ron Rohall. Motion carried.

**STATE CONSERVATION COMMISSION MEETING
PA DEPARTMENT OF AGRICULTURE**

Microsoft Teams

Tuesday, August 18, 2026 @ 8:30 AM

DRAFT MINUTES

Members Present: Deputy Secretary Greg Hostetter, PDA; Deputy Secretary Jill Whitcomb, DEP; Micheal Flinchbaugh, Farm Member; Bill Iams, Farm Member; Daryl Miller, Public Member; Dean Troy Ott, PSU; Ron Rohall, Public Member; Teddi Stark, DCNR (Representative); Tree Zuzzio, DCED; Emil Bove, PACD; Nicole Thompson, PS Extension (Representative)

Business Session – 8:30 a.m.

A. Opportunity for Public Comment

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B. Business and Information Items

1. New Executive Secretary Announcement & Approval – (A)

Greg Hostetter announced Secretary Jessica Shirley, DEP, and Russel Redding, PDA announced they have selected Marty Qually to be the new Executive Secretary of the State Conservation Commission. Jill Whitcomb shared some of Marty's background.

Ron Rohall motioned to approve Mary Qually as the new Executive Secretary of the SCC. Motion seconded by Daryl Miller. Motion carried.

2. ACAP Admin Manual and Draft Delegation Agreements – Eric Cromer, SCC

The newly drafted ACAP Administrative Manual has been developed to provide consistent, statewide guidance for the administration of ACAP. The revisions clarify program policies, procedures, roles and documentation requirements to promote uniform implementation across all Conservation Districts, improve program efficiency and ensures accountability in the delivery of financial and technical assistance to Pennsylvania farmers. The manual also includes and incorporates feedback from partners and reflects current program practices and legislative requirements. The Draft ACAP Administrative Manual has been sent to all districts with final comments due August 24, 2026. SCC is also continuing to draft a new ACAP delegation agreement that will be distributed to district for comment soon.

C. Written Reports

D. Cooperating Agency Reports

- DCED – No report
- PACD – Emil Bove
Emil thanked everyone who attended the PACS/SCC JAC; and gave special thanks to PACD staff and the event sponsors.
- PSU – Dean Troy Ott, Robb Meinen, Jenn Fetter
Dean Ott thanked everyone who attended Ag. Progress Days. Robb shared that they will be posting the two job openings for the Nutrient Management Education Program soon. Jenn reminded everyone that the ACAP Ag. Conservation Conference will be held in Indiana County on Tuesday September 14-16; registration is closed.
- DCNR – Teddi Stark
Teddi shared that representatives from DCNR will be attending the regional PACD meetings.
- NRCS – No report
- DEP – Deputy Secretary Jill Whitcomb
Jill reminded everyone about the PA Agency All Ag. Meeting on Monday, September 14, registration is free, but you must register; the 2026 Annual Watershed Specialist Conference will be held October 21-22 at the Wyndham Garden in State College (this is mandatory for conservation district watershed specialists); Biosolid general permit for beneficial use of biosolids drafts are open for public comment through September 2nd; Costal Zone grant round (funding available for Lake Earie Costal Delaware Costal Zones) will be open August 31 – October 19; DEP is continuing the conversation on program delegation agreements with work groups); Kate Bresaw is available for meetings regarding Chapter 102 ENS control required output measure; be sure to read the monthly CDFR talking points for more information and detailed updates.
- PDA – Deputy Secretary Greg Hostetter
Greg congratulated PSU and Dean Troy Ott on successful Ag. Progress days on behalf of Secrearty Russell Redding; \$10 million will be available for farmers affected by the freeze, information will be published din the bulletin on August 22 for farmers to apply; Greg congratulated SCC employees for their years of service.

E. Adjournment

Next Public Meetings/Conference Calls:

- September 8, 2026 (Tuesday) – PDA Lobby Conference Room
- October 20, 2026 (Tuesday) – Conference Call

Daryl Miller motioned to adjourn. Motion seconded by Ron Rohall. Motion carried.



COMMONWEALTH OF PENNSYLVANIA
STATE CONSERVATION COMMISSION

Date: August 24, 2026

To: State Conservation Commission

From: Eric Cromer, Conservation Program Specialist 2

Through: Justin Challenger, Financial and Technical Assistance Programs Coordinator

RE: Agriculture Conservation Assistance Program Administrative Guidelines

Purpose

Staff recommend approval of the **Agriculture Conservation Assistance Program (ACAP) Administrative Guidelines** to provide consistent statewide guidance for program administration and implementation while maintaining appropriate local flexibility.

Background

Since ACAP's establishment, the State Conservation Commission (SCC), conservation districts, and program partners have gained valuable experience identifying areas where additional administrative guidance and consistency are needed.

The Administrative Guidelines were developed with input from participating conservation districts and program partners. Their practical experience with applications, project ranking, contracting, implementation, inspections, payments, and closeout helped identify areas requiring clarification and consistent statewide direction.

A draft of the guidelines was also made available for public review and comment. Feedback received from districts, partners, and other stakeholders was reviewed and considered in developing the final document.

Recommendation

Staff recommends approval of the ACAP Administrative Guidelines as the statewide administrative guidance for participating conservation districts. The manual will promote consistency, accountability, transparency, and effective use of ACAP funds while supporting local implementation.



COMMONWEALTH OF PENNSYLVANIA
STATE CONSERVATION COMMISSION

The manual may be updated as necessary as the program evolves and additional implementation experience is gained.

Requested Action

Staff requests that the State Conservation Commission **approve the ACAP Administrative Guidelines as presented** and authorize its implementation upon approval.



COMMONWEALTH OF PENNSYLVANIA
STATE CONSERVATION COMMISSION

Date: August 24, 2026

To: State Conservation Commission

From: Eric Cromer, Conservation Program Specialist 2

Through: Justin Challenger, Financial and Technical Assistance Programs Coordinator

RE: Agriculture Conservation Assistance Program Delegation Agreement

Background

ACAP is administered by the State Conservation Commission (SCC) and implemented locally through participating conservation districts and eligible entities. As the program has been established for nearly five years, SCC identified the need to update the Delegation Agreement to establish new terms, clarify roles, responsibilities, administrative requirements, and accountability.

The new Delegation Agreement has been developed to **work in conjunction with the ACAP Administrative Guidelines**. The agreement will establish the terms, formal responsibilities and expectations of delegated conservation districts, while the Administrative Guidelines will provide the detailed guidance and procedures necessary for program implementation.

Together, the Delegation Agreement and Administrative Guidelines will provide a comprehensive framework for consistent, accountable, and effective administration of ACAP while maintaining appropriate local implementation.

Requested Action

Staff requests that the State Conservation Commission **approve the new ACAP Delegation Agreement as presented and authorize staff to execute the agreement with participating conservation districts.**

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

THIS DELEGATION AGREEMENT is made 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 _____ District, with its principal offices located at _____ (“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 or other entities 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 Pennsylvania Association of County Conservation Districts 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 _____ County; and

WHEREAS, such laws, programs and guidelines provide for the execution of this agreement for the delegation by and between the Pennsylvania Association of County Conservation Districts

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 _____ 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, 2026 and ending on June 30, 2031. 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 01, 2026 through June 30, 2031 unless extended by the Commission. All project works pursuant to contracts entered into during the term of this Agreement shall be completed by June 30, 2031. Expenditures for such work will be paid by the Commission to the District no later than September 30th, 2031 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 June 30th, 2031, 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.pa.gov/agencies/pda/about-pda/boards-commissions/state-conservation-commission/agriculture-conservation-assistance-program>
- 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/Manuals;
 - 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/Manuals 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.

- 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.

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

STATE CONSERVATION COMMISSION

Executive Secretary (Date)

CONSERVATION DISTRICT

District Manager (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

SCC Meeting (09/08/26) Agenda Item B.2.b

- 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. § 1641) and 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 complying 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.



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>	

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 Districts 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.



COMMONWEALTH OF PENNSYLVANIA
STATE CONSERVATION COMMISSION

Date: August 24, 2026

To: State Conservation Commission

From: Eric Cromer, Conservation Specialist 2, ACAP Program Manager

RE: Agriculture Conservation Assistance Program Allocations

Background

The FY26 ACAP proposed budget included an anticipated investment of \$37.615M of state dedicated funds. The actual approved FY26 ACAP budget includes an **actual investment of \$38.009M**. With the increase in ACAP funds for FY26, SCC staff propose the updated ACAP allocations as laid out in this memo.

ACAP Allocations + Methodology

Given the parameters set forth in legislation, the Commission proposes the following **Allocation + Methodology for SCC consideration**:

- Four percent (4%) or **\$1,520,360** will be **reserved** for SCC administration purposes and will be utilized for program staff and other administrative needs.
- Four percent (4%) or **\$1,520,360** will be **reserved** for SCC contractual purposes for supporting the administration of the program (e.g. contractual services from Penn State, private sector engineering, non-profit partners, etc.).
- The remaining funds or **\$34,968,280** will be **allocated** to the counties as shown on the chart below and based on the four-apportionment criteria formula under the enabling legislation including miles of agriculturally impaired streams, acres of cropland, number of farms, and number of livestock and poultry, in Animal Equivalent Units (AEU's)
- The **four apportionment criteria** in the Act will be **equally weighted** in the apportionment formula.
- A **minimum allocation** per county will be set at **\$300,000**.

Fifty percent (50%) advanced working capital (AWC) will be provided to participating conservation districts as a part of their annual allocation and this AWC will be replenished as district funds are utilized for actual eligible costs.

Recommendation for SCC Action:

Staff recommends approval of the updated FY26-27 allocations + methodology as shown for Agriculture Conservation Assistance Program, based on the allocation criteria set forth in the memo.



COMMONWEALTH OF PENNSYLVANIA
STATE CONSERVATION COMMISSION

PA State Conservation Commission - Agriculture Conservation Assistance
Updated Program FY 2026-2027 Allocations

County	FY 26-27 Approved Allocations	Increase	FY 26-27 Updated Allocations		County	FY 26-27 Approved Allocations	Increase	FY 26-27 Updated Allocations
Adams	\$728,420	\$9,740	\$738,160		Lackawanna	\$300,000	\$0	\$300,000
Allegheny	\$300,000	\$0	\$300,000		Lancaster	\$3,434,264	\$50,406	\$3,484,670
Armstrong	\$329,450	\$4,410	\$333,860		Lawrence	\$314,340	\$4,200	\$318,540
Beaver	\$300,000	\$0	\$300,000		Lebanon	\$995,154	\$17,736	\$1,012,890
Bedford	\$758,650	\$10,140	\$768,790		Lehigh	\$300,000	\$0	\$300,000
Berks	\$1,161,384	\$19,966	\$1,181,350		Luzerne	\$300,000	\$0	\$300,000
Blair	\$432,220	\$5,780	\$438,000		Lycoming	\$386,880	\$5,170	\$392,050
Bradford	\$755,630	\$10,100	\$765,730		McKean	\$300,000	\$0	\$300,000
Bucks	\$507,780	\$6,790	\$514,570		Mercer	\$462,440	\$6,190	\$468,630
Butler	\$414,080	\$5,540	\$419,620		Mifflin	\$362,700	\$4,850	\$367,550
Cambria	\$300,000	\$0	\$300,000		Monroe	\$300,000	\$0	\$300,000
Cameron	\$300,000	\$0	\$300,000		Montgomery	\$350,610	\$4,690	\$355,300
Carbon	\$300,000	\$0	\$300,000		Montour	\$300,000	\$0	\$300,000
Centre	\$477,560	\$6,380	\$483,940		Northampton	\$300,000	\$0	\$300,000
Chester	\$1,152,324	\$19,836	\$1,172,160		Northumberland	\$640,770	\$8,570	\$649,340
Clarion	\$338,520	\$4,530	\$343,050		Perry	\$652,860	\$8,730	\$661,590
Clearfield	\$300,000	\$0	\$300,000		Philadelphia	\$300,000	\$0	\$300,000
Clinton	\$300,000	\$0	\$300,000		Pike	\$300,000	\$0	\$300,000
Columbia	\$441,290	\$5,900	\$447,190		Potter	\$300,000	\$0	\$300,000
Crawford	\$927,910	\$12,410	\$940,320		Schuylkill	\$408,040	\$5,450	\$413,490
Cumberland	\$755,630	\$10,100	\$765,730		Snyder	\$525,920	\$7,030	\$532,950
Dauphin	\$643,790	\$8,610	\$652,400		Somerset	\$722,380	\$9,660	\$732,040
Delaware	\$300,000	\$0	\$300,000		Sullivan	\$300,000	\$0	\$300,000
Elk	\$300,000	\$0	\$300,000		Susquehanna	\$350,610	\$4,690	\$355,300
Erie	\$453,380	\$6,060	\$459,440		Tioga	\$507,780	\$6,790	\$514,570
Fayette	\$320,390	\$4,280	\$324,670		Union	\$462,440	\$6,190	\$468,630
Forest	\$300,000	\$0	\$300,000		Venango	\$300,000	\$0	\$300,000
Franklin	\$1,372,964	\$22,786	\$1,395,750		Warren	\$300,000	\$0	\$300,000
Fulton	\$300,000	\$0	\$300,000		Washington	\$652,860	\$8,730	\$661,590
Greene	\$300,000	\$0	\$300,000		Wayne	\$300,000	\$0	\$300,000
Huntingdon	\$471,510	\$6,310	\$477,820		Westmoreland	\$541,030	\$7,230	\$548,260
Indiana	\$565,210	\$7,560	\$572,770		Wyoming	\$300,000	\$0	\$300,000
Jefferson	\$300,000	\$0	\$300,000		York	\$997,430	\$3,210	\$1,000,640
Juniata	\$429,200	\$5,730	\$434,930		Total	\$34,605,800		\$34,968,280



MEMO

TO: Members of the
State Conservation Commission

FROM: Jacquelyn Kerstetter
Water Program Specialist
Conservation District Support Section

THROUGH: Karen Books
Environmental Group Manager
Conservation District Support

THROUGH: Kathryn Bresaw
Environmental Program Manager
Nonpoint Source Management Division

DATE: September 8, 2026

RE: FY 25-26 CDFAP UGW Fund Reserve Account request

ACTION REQUESTED: Approve CDFAP/UGWF Conservation District Reserve Account Request

The Commission received one (1) application for designation of FY 2025-26 CDFAP UGW funds to a “Reserve Account” from Venango Conservation District.

Venango:

The Venango CCD requests to designate \$49,770.38 of allocated FY 2025-26 CDFAP UGW funds into a “VCD UGWF Education Reserve Account”. The conservation district has unspent UGW Funds for FY 25-26 due to a staff vacancy and limited administrative costs. The proposed Reserve Account will enhance environmental education opportunities by developing existing property components into an indoor classroom and several outdoor demonstration areas, including remediation of a damaged rain garden and a future streambank stabilization site. The Venango CCD Board of Director’s approved this proposal at their August 13, 2026, board meeting.

Memorandum

To: Pennsylvania State Conservation Commission

From: Kathryn Brasier, Andrew Smolski, and Erin Trouba, Penn State University

Date: August 25, 2026

Subject: Support Request for Research Project, *Conservation Districts' Agriculture Programs and Their Impacts on Pennsylvania's Rural Communities*

Project Abstract

County conservation districts play a critical role in implementing agricultural conservation programs and policies across Pennsylvania. As the primary local connection between landowners and state conservation initiatives, conservation district personnel assist agricultural producers with navigating complex program requirements, coordinating funding sources, conducting education and outreach, identifying conservation needs, providing technical assistance, supporting practice implementation, developing conservation and nutrient management plans, and maintaining partnerships among agencies and stakeholders.

Despite their importance, recent national and regional discussions have highlighted concerns regarding the conservation workforce, including staffing capacity, workforce development, training needs, and long-term sustainability. There remains a substantial need to better understand the resources, barriers, capacities, and opportunities that influence the effectiveness of conservation district agricultural programs throughout Pennsylvania.

This proposed research project seeks to examine the workforce, organizational capacity, and community impacts of conservation districts across the Commonwealth. Specifically, the project will:

1. **Describe conservation districts' workforce, resources, and implementation strategies**, including staffing levels, demographics, job responsibilities, compensation and benefits, professional development opportunities, and workforce gaps.
2. **Assess the impacts of conservation districts on conservation outcomes in Pennsylvania's rural communities**, including their role in agricultural conservation policy implementation, relationships with partner organizations, and the influence of local and regional conditions on district operations and workforce needs.

To accomplish these objectives, the research team will employ a mixed-methods approach that includes stakeholder interviews, a statewide survey of conservation district staff, and six in-depth county conservation district case studies representing geographic regions across Pennsylvania.

The findings will provide valuable information for local, state, and regional partners seeking to strengthen conservation workforce development, improve program delivery, enhance resource allocation, and support more effective conservation outcomes throughout Pennsylvania's rural communities.

Requested Support from the State Conservation Commission

The project team respectfully requests the Pennsylvania State Conservation Commission's partnership and support for this proposal to the Center for Rural Pennsylvania.

Specifically, we seek the Commission's assistance in the following areas:

- **Provide a letter of support** for inclusion in the proposal package submitted to the Center for Rural Pennsylvania.
- If funded:
 - **Encourage participation** by Commission staff and affiliated partners in stakeholder interviews, case studies, and other research activities as appropriate.
 - **Review and provide feedback** on draft research instruments to ensure relevance and applicability to conservation district operations and programs.
 - **Assist with survey distribution and outreach** by identifying effective communication channels and encouraging participation among conservation district personnel statewide.
 - **Support dissemination of findings** by sharing project reports, recommendations, and related products with conservation districts, partner organizations, policymakers, and other relevant stakeholders.
 - **Serve as a collaborative partner** in identifying opportunities to apply study findings to workforce development, program administration, and conservation policy.

The State Conservation Commission's participation would significantly strengthen the project's ability to accurately assess conservation district capacity and identify strategies for enhancing agricultural conservation outcomes in Pennsylvania's rural communities.

We appreciate your consideration and look forward to the opportunity to collaborate on this important research initiative.



MEMO

TO Marty Qually
Executive Secretary
State Conservation Commission (SCC)

FROM Carl DeLuca
Director
Bureau of Watershed Restoration and Nonpoint Source Management

DATE September 8, 2026

RE Update on DEP Base Delegation Agreement and Chapter 102 & 105 Workgroups (No Action)

MESSAGE:

The Department of Environmental Protection (DEP) has begun the process of updating several delegation agreements. The intent of the Department is to have one “core” agreement and then districts will select what modules Program modules in which the want to participate. The program modules will include Chapter 102, Chapter 105, Biosolids and Mushroom Management. The Department held workgroup meetings that included DEP Central Office and Regional Office Staff and conservation districts.

The Department is working on a final draft delegation agreement that will be shared with conservation districts and the SCC in the near future. Once the draft is available DEP plans to hold a webinar to walk through the changes with districts. A 45 day comment period for the conservation districts will be opened around this same time. It is the intent of the Department to bring a final delegation agreement to the Commission for approval at its November meeting.

BUILDING BRIDGES

Farmers* Municipalities* Citizens
Conservation Districts* Agribusiness

August 20, 2026

To: Members, State Conservation Commission
From: Beth Futrick, Agricultural Ombudsman

Re: Ombudsman Program Update – Southern Alleghenies Region

Activities: July–August 2026

Activities: May-June

Conflict Resolution & Municipal Assistance

Assist producers, conservation districts, municipalities, and partner agencies to resolve agricultural concerns through communication, technical assistance, and coordination of early intervention before conflicts escalate.

- **Washington County – Peters Township:** Continued assisting an orchard producer with an ongoing agricultural conflict involving pesticide-application setbacks, residential development adjacent to active agricultural land, and township ordinance/ACRE concerns. Connected the producer with the Penn State Center for Agricultural and Shale Law's Agricultural Mediation Program. The producer continues to explore options that will allow necessary pesticide applications while addressing setback requirements and is keeping the Ombudsman informed of ongoing communications with PDA.
- **Lycoming County – Collomsville Area:** Continued assistance with an ongoing residential fly complaint associated with an agricultural operation. Conducted a farm site visit (August 3) to better understand current conditions and offer support for better fly management where appropriate.

Preventive Producer Assistance & Agricultural Education

Strengthened partnerships and promoted consistent approaches to agricultural issues through regional meetings, trainings, and collaborative planning.

- **Fly Management/Plain Sect Outreach:** Developed practical fly-management articles for Der Ober Thal for distribution to Plain Sect farmers in Centre, Clinton, and Lycoming Counties. The articles provide producers with seasonal information intended to improve fly prevention and management and reduce potential farm-neighbor conflicts.
- **Mortality Management Education:** Met with the Penn State Extension mortality-composting team to begin developing a series of farmer-focused mortality-management workshops planned for summer 2027. Began coordinating with conservation districts, farmers, and agricultural industry representatives, including Rushtown Poultry, to identify potential workshop locations, practical topics, speakers, and industry perspectives.
- **Odor Management Continuing Education:** Contacted Dr. Robert Mikesell, Penn State Department of Animal Science, and SCC Odor Management Program staff to explore opportunities to incorporate odor-management topics and continuing education credits into one or more of the planned mortality-management workshops. Dr. Mikesell responded with interest in further discussing potential mortality-composting/odor-management CEC opportunities.
- **Regional Winter Farmer Meeting:** Began planning a winter educational meeting in partnership with Blair and Huntingdon County Conservation Districts for farmers and conservation district staff. Proposed topics include soil health, virtual fencing, and manure and nutrient management requirements to support farm compliance, improved management, and long-term farm viability.

Ombudsman Program Outreach & Partner Coordination

Education and outreach activities promote early communication, strengthen public understanding of agriculture, assist producers and agricultural businesses with regulatory compliance, and help address community and municipal concerns before they escalate, supporting good-neighbor relations and the long-term viability of Pennsylvania agriculture.

- August 13: Ag Progress Days – Manure Haulers/Brokers: Developed an Agricultural Ombudsman presentation addressing fly complaints, neighbor relations, and practices manure haulers and brokers can use to help prevent agricultural nuisance concerns. Co-presented the program at Ag Progress Days with the Eastern Pennsylvania Agricultural Ombudsman.
- August 12: Team Pennsylvania: Participated in the Team Pennsylvania Advanced Agriculture Cross-Sector Collaborative meeting held during Ag Progress Days to remain informed about emerging agricultural issues, technologies, and industry priorities and to strengthen connections with agricultural partners.

Upcoming Ombudsman Education & Outreach

- March 2027 – Multi-County Winter Farmers Workshop: Farmer-focused education on soil health, virtual fencing, and manure and nutrient management compliance.
- April 2027 – PSATS Annual Conference: Coordinating an ACRE/Right-to-Farm educational session with the Pennsylvania Office of Attorney General and Penn State Center for Agricultural and Shale Law.
- June–October 2027 – Mortality Management/Odor Workshops: Developing regional farmer-focused workshops addressing mortality composting, alternative mortality-management practices, odor and fly prevention, neighbor concerns, and potential Odor Management CEC opportunities.

BUILDING BRIDGES

Farmers * Municipalities * Citizens
Conservation Districts * Agribusiness

To: Members
State Conservation Commission

From: Shelly Dehoff
Agriculture/Public Liaison

Re: Agricultural Ombudsman Program Update

September 8, 2026

Activities: Since mid-July 2026, I have taken part or assisted in a number of events, including the following:

- Coordinating manure injection educational and promotion effort for farmers in Lancaster County, and handling incentive program applications and invoice payment processing
 - Participating in regular Manure Injection Partnership meetings (multi-state and multi-stakeholder)
- Events as South Central Task Force (SCTF) Agriculture Subcommittee Planning Specialist:
 - Hosted August monthly Ag Subcomm meetings
 - Participated in multiple Training Education & Exercises committee meetings
 - Chose a date for County EMAs staff and PEMA, DEP and Crane Clean Energy staff to walk around Dehoff Farms for a discussion about radiological response in ag portion of written response plans.
 - Continuing to work with Exec Director of PA Association of Milk Dealers to arrange tours of milk processing and manufacturing facilities for the respective EMA staff in the 9 counties to build connections
 - Submitted 10 Core Capabilities questionnaires for THIRA/SPR related to agriculture
 - Arranging of meeting between Lebanon Dept of Emergency Services and Lebanon CD and Lebanon Extension to establish relationships and future events planning together.
- Participated and recorded minutes for July and August Lancaster Co. Agriculture Council meetings
 - Planning Denim & Peals for October 2026
- Continuing to assist with Conservation Foundation of Lanc Co meetings, and Exec Comm meetings
- Quarterly check-in meeting with PennAg and PA Farm Bureau reps of what are hot topics in ag, and what support we each need from the other's organization; this time included Sarah Corneliesse from PSU to get to know her program better
- Participating with advisory group for Ag & Food Careers interns
- Attended Manure Expo in Chambersburg sponsored by Hoover Ag and 4R Alliance.
- Finalized wrap up Campbell Foundation Manure Injection report for 2025/26 grant year (total of 6 years), and requested 2026/27 grant that will focus more on dribble bar incentives for Amish farmers instead of injection
- Reminded all Districts in PA about Ombudsman-created publications being available for restocking, and Chris T delivered pre-ordered amounts to CDs at joint SCC/PACD meeting.
- Met with Beth F to discuss upcoming events which we are doing together (APD), plans and goals for upcoming year (Women in Ag, PSATS, mortality composting educational events)
- Beth F and I have presentation to Manure Haulers/Brokers about Ombudsman Program at Ag Progress Days
- Submitted request to PSATS for breakout sessions at 2027 convention

Local Government Interaction: I have been asked to provide educational input regarding agriculture:

- **Bucks Co**—ongoing situation that has been submitted to Attorney General for review, but may circle back to landowner to do private lawsuit just to speed up the process, at OAG's encouragement..

Moderation or Liaison Activities: I have been asked to provide moderation or liaison assistance with a particular situation:

- **Adams Co** — Conservation District asked about neighbor/neighbor situation about unrestrained goats. Regulations in PA only say Constables will enforce it, but in reality PA Constables don't handle this. Provided some other information and CD was going to be talking to municipality soon.
- **Philadelphia Co**—received call about a city block in downtown where there are livestock living and it's causing odors and other concerns, and no one is sure where to express concerns. I researched options for reporting concerns, who has enforcement, and did initial request for site inspection. Will follow up soon if no response soon.

Research and Education Activities:

- **None currently**

Fly Complaint Response Coordination: I have taken complaints or am coordinating fly-related issues in:

- **Carbon Co**— received complaint from neighbor about manure piled up close by and flies from it; CD followed up with site visit; but didn't find supporting evidence; but small farmer is quite willing to talk to Extension Educator anyway for fly mitigation techniques.



**COMMONWEALTH OF PENNSYLVANIA
STATE CONSERVATION COMMISSION**

DATE: August 31, 2026

TO: Members
State Conservation Commission

FROM: Brady Seeley, Director
Nutrient and Odor Management Programs

THROUGH: Marty Qually, Executive Secretary
State Conservation Commission

SUBJECT: Nutrient Management Plan Actions

The State Conservation Commission (Commission) approved the Nutrient Management Plan (NMP) Action Policy on May 9, 2023 that allows the Executive Secretary of the Commission to perform actions on Nutrient Management Plans. These NMPs are located in counties whose local conservation district does not have administrative authority under Act 38.

<u>Agricultural Operation (Name and Address)</u>	<u>County</u>	<u>Total Acres</u>	<u>Animal Equivalent Units (AEUs)</u>	<u>Operation Type (CAO, CAFO, VAO)</u>	<u>Animal Type</u>	<u>Approval or Disapproval</u>	<u>Date Approved</u>
Jonathan Stauffer 3535 Old State Rd Leck Kill, PA 17836	Northumberland	10	256.7	CAO	Layers	Approval	6/18/26
John Rishel 1960 Vincent Ave Watsonstown, PA 17777	Northumberland	103.55	435.64	CAO/CAFO	Cattle Broilers	Approval	7/8/26
Pine Hurst Acres, LP Richard Crone 3304 Sunbury Rd Danville, PA 17821	Northumberland	2875	707.65	CAFO, VAO	Swine	Approved	7/14/26
Jesse Fisher 1218 Ridge Rd. Klingerstown, PA 17941	Schuylkill	86.59	278.45	CAO	Layer	Approved	7/14/26
Dale and Donna Byers 703 Flohrs Rd Biglerville PA 17307	Adams	320.19	150.88	VAO	Cattle	Approved	8/07/26
Kyle & Jon Hummel Hummel Farm LLC 653 Stetler Ave	Northumberland	829.36	564.81	VAO	Turkey, Cattle	Approval	8/28/26

Selinsgrove, PA 17870							
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**COMMONWEALTH OF PENNSYLVANIA
STATE CONSERVATION COMMISSION**

DATE: August 31, 2026

TO: State Conservation Commission Members

FROM: Brady Seeley, Director
Nutrient and Odor Management Programs

THROUGH: Marty Qually
Executive Secretary

RE: Nutrient and Odor Management Programs Report

The Nutrient and Odor Management Program Staff of the State Conservation Commission offer the following report of measurable results for the time-period of July / August 2026.

For the months of July and August 2026, staff and delegated conservation districts have:

1. Odor Management Plans:
 - a. 29 OMPs in the review process
 - b. 12 OMPs Approved
 - c. 0 OMP Denied
 - d. 0 OMP Rescinded
2. Reviewed and approved 81 Nutrient Management (NM) Plans in the 2nd quarter of 2026.
 - a. Those approved NM plans covered 14,055 acres.
 - b. Those approved NM plans included 17,304 Animal Equivalent Units (AEUs), generating 362,422 tons of manure.
3. Managing six (6) ACTIVE enforcement or compliance actions, currently in various stages of the compliance or enforcement process. Monitoring an additional nine (9) other cases of enforcement / compliance / interest.
4. Continue to answer questions daily for NMP and OMP writers, NMP reviewers, delegated Conservation Districts, and others.
5. Assisted DEP with various functions and as workgroup members in Federal and State settings for the Chesapeake Bay Program.

6. Continue to work facilitating an FPR workgroup focused on the development of regulations and policies and working with DEP on several cases regarding FPR utilization on normal farming operations.
7. NM/OM Certification/CEC:
 - a. Approved 91 hours of NM and OM continuing education.
 - b. Facilitated the following trainings:
 - i. Nutrient Management Orientation
 - c. Reviewed 13 Public Review Specialists NMP reviews as part of the certification training.
8. Commercial Manure Hauler / Brokers
 - a. Approved 55 hours of MH/B continuing education.
 - b. 0 Act 49 inspection letters sent (includes in-office, onsite and affidavit letters).
 - c. Facilitated the following trainings:
 - i.
9. Issued 2 new (total of 110) Ag 101 seat licenses to CD and DEP staff. 71 people have already completed and sent in their course completion certificate.