# SHENANDOAH VALLEY SOIL & WATER CONSERVATION DISTRICT MINUTES OF March 6, 2025 BOARD OF DIRECTORS MEETING KEEZLETOWN RURITAN HALL KEEZLETOWN, VIRGINIA

**Board Members Present:** 

Directors: Kevin Craun, Charles Newton, Jimmy Burke, Betty Reese, Elizabeth Baldwin, Jeff Heie

Associate Directors: Matt Dale, John Hoffman, Dan Downey, Lisa Perry

**Board Members Absent:** 

**Directors:** Keith Sheets

Associate Directors: Keith Thomas, Walter Heeb
District Staff Present: Megen Dalton, Elizabeth Dellinger

Cooperating Agency Representatives Present: Cory Guilliams, Felicity Zimmerman

Guests: none

Megen Dalton advised the group that Elizabeth Dellinger was going to provide an overview of Tax Credits issued by the District. Elizabeth then shared a detailed PowerPoint presentation highlighting the Ag BMP Tax Credit program and the Equipment Tax Credit Program. She explained the process that staff used to calculate and issue Ag BMP Tax Credits for completed projects and overviewed the process she used to prepare the required conservation plan and required Tax Forms needed when a participant wants to apply for an Equipment Tax Credit.

Charlie Newton, Chairman, called the meeting to order at 10:10 a.m.

Jimmy Burke moved to accept the January 2, 2025 Board Meeting minutes. Betty Reese seconded, and the motion carried unanimously.

Kevin Craun moved to receive the December 2024 and January 2025 Treasurer's Reports. Betty Reese seconded, and the motion carried unanimously.

### **STAFF REPORTS**

Megen Dalton and Elizabeth Dellinger each highlighted items outlined on the Staff Report. See attached Staff Report.

Kevin Craun asked Megen if the District had a policy on the use of Al- Artificial Intelligence. Megen advised that we did not currently have a policy. Mr. Craun suggested that we consider having such a policy. Megen asked Mr. Craun and others to share copies of other organizations' policies on Al and/or to provide input and suggestion regarding the topic for her to use in development of a policy on Al.

#### PARTNER AGENCY REPORTS

Cory Guilliams (NRCS) – Mr. Guilliams highlighted items on the NRCS report. He noted that Mike Philips would soon be retiring and invited folks to his retirement gathering coming up on Tuesday, March 11, 2025 at 5:00pm at the Bluestone Inn, north of Harrisonburg.

Elizabeth Baldwin (VCE) – No written report provided. Ms. Baldwin mentioned that she was hold a tree grafting workshop on March 14<sup>th</sup> at her office in Page. She also noted that VCE would be hosting a series of Ag producer meetings and made note of the one scheduled for April 9<sup>th</sup> at the SVOE-Shenandoah Valley Electric Cooperative. She advised that she had a flyer with more information on this event.

Tim Higgs (VDACS) - not present. No report.

Stuart Baker (DOF) - No representative present. No report.

Sara Jordan (DEQ) - not present. See attached DEQ Report

Tad Williams (DCR) - Not present. See attached CDC Report.

Felicity Zimmerman (CBF) – Felicity mentioned that she was finishing up her first project with a farmer in Page County. She noted that CBF was wrapping up their Mountain to the Bay project, finishing up a perimeter fencing project in Page County, and advised that they had a number of other projects that they are helping with across the Valley.

## COMMITTEE REPORTS

#### Chesapeake Bay -

Jimmy Burke advised that the Chesapeake Bay Committee met on February 3<sup>rd</sup> and March 3<sup>rd</sup> to review and discuss various ag BMP related business. Mr. Burke advised that there were a number of actionable items from these two recent Committee Meetings that would require Board action today. He advised that he would begin with the items listed on the Chesapeake Bay Committee Report Dated February 6, 2025, he noted that these were items that the Committee was prepared to present for approval at the February Board Meeting that was canceled.

Jimmy Burke moved to approve the Conservation Plan for Tax Credit on Equipment listed on the attached Chesapeake Bay Committee Report. Kevin Craun seconded, and the motion carried unanimously.

Jimmy Burke moved to approve the Agricultural BMP Conservation Plans listed on the attached Chesapeake Bay Committee Report. Kevin Craun seconded, and the motion carried unanimously.

Jimmy Burke recused himself from the next action item and left the room. Kevin Craun moved to approve the Agricultural BMP Contracts listed on the attached Chesapeake Bay Committee Report. Elizabeth Baldwin seconded, and the motion carried unanimously.

Jimmy Burke moved to approve the Project Cancellations listed on the attached Chesapeake Bay Committee Report. Betty Reese seconded, and the motion carried unanimously.

Mr. Burke advised that he would now review and present the action items listed on the Chesapeake Bay Committee Report dated March 6, 2025.

Kevin Craun recused himself from the next action item and left the room. Jimmy Burke moved to approve the Conservation Plans for Tax Credit on Equipment listed on the attached Chesapeake Bay Committee Report. Elizabeth Baldwin seconded, and the motion carried unanimously.

Jimmy Burke moved to approve the Agricultural BMP Conservation Plans listed on the attached Chesapeake Bay Committee Report. Kevin Craun seconded, and the motion carried unanimously.

Kevin Craun recused himself from the next action item and left the room. Jimmy Burke moved to approve the Agricultural BMP Contracts listed on the attached Chesapeake Bay Committee Report. Elizabeth Baldwin seconded, and the motion carried unanimously.

Jimmy Burke moved to approve the Agricultural BMP Tax Credit Certificates listed on the attached Chesapeake Bay Committee Report. Betty Reese seconded, and the motion carried unanimously.

Jimmy Burke asked Megen Dalton to explain and address the next two items on the Chesapeake Bay Committee Agenda. Megen advised that the Shen Valley Customs, who we were in contract with for Manure Injection had indicated that they had sold their manure injection equipment and therefore would no longer be able to perform the manure injection service in accordance with our contract. Megen advised that as a result, the contract we had with Shen Valley Customs needed to be canceled. Jimmy Burke moved to cancel the contract that the District had with Shen Valley Customs. Betty Reese seconded, and the motion carried unanimously.

Megen explained that she and Josh had issued two Request for Proposals (RFPs) in association with the District's National Fish and Wildlife Foundation (NFWF) grant for manure injection. She indicated that a total of five proposals had been received, three proposals in response to the Farmer RFP and two proposals in response to the contractor RFP. She advised that a RFP Review Committee consisting of Cory Guilliams, Jimmy Burke, Josh Walker and herself were schedule to review the proposal received and develop a plan for contracting for manure injection for the funding that was being freed up from the contract cancelation with Shen Valley Customs.

She explained that she and Josh needed approval authority to contract the available NFWF grant manure injection funds. Jimmy Burke moved to provide approval authority to staff for contracting the NFWF manure injection grant funds. Kevin Craun seconded, and the motion carried unanimously.

Dam Maintenance – Megen explained that action needed to be taken to renew our annual dam mowing and maintenance contract. She advised that she had reached out to the contractor to confirm his interest in renewing the maintenance contract and noted that the contractor did not request any costs adjustments for the price. Megen mentioned that a copy of the draft contract with Crooked Road Fencing had been shared with the Board in the Board Meeting packet. Kevin Craun moved to renew the Dam Maintenance contract with Crooked Road Fencing and Property Maintenance. Jimmy Burke seconded, and the motion carried unanimously.

Charles Newton asked whether or not we were still considering burning the dams. Megen indicated that burning was still being considered but noted that to ensure that there was adequate fuel for a source, a full year of mowing (both the spring and fall mowing) would need to be skipped at the dams where we intended to burn. She also explained that it had been determined that it would not be appropriate to utilize that sole source approach for soliciting a contractor since it had been determined that there were multiple contractors who were qualified to provide this service. Megen stated that if we intended to burn the dams in 2026, we would need to forego mowing at those dams this year- the 2025 season. She also noted that if we wanted to burn in 2026, we would likely need to begin procurement for the burning in the coming months so we could ensure that we had a contractor in place in time to complete all the necessary permitting paperwork and make the necessary arrangements prior to the burn window that would likely open in January/February 2026. Megen suggested that we consider burning in 2027 and should plan to do the necessary procurement in 2026.

Education & Awards — Elizabeth Baldwin noted that the Education & Awards Committee had not met in the past month. She indicated that the Committee would be meeting in April to handle a variety of items including review of scholarship applications and Youth Conservation Camp applications among other things. Megen mentioned that staff were busy planning and preparing for the Envirothon Competition and encourage folks to reach out to Megan Trice if they were interested in assisting with our local or the Area Envirothon Competition.

Finance – Megen Dalton advised that the Finance Committee had not met since the last Board Meeting. In the absence of the Committee Chair, Keith Sheets, Chairman Newton asked Megen Dalton to overview the Budget Modification #3. She explained that she had made arrangements to purchase a tractor-trailer load (~300 barrels) of rain barrels in April and indicated that she would also need to purchase rain barrel hardware to make the kits needed to go with these new barrels. She advised that \$6,200 had been added to the Rain Barrel expense line item to cover the costs for the new barrels and the costs for purchasing some hardware to make kits. Kevin Craun moved to approve Budget Modification #3 as presented. Betty Reese seconded, and the motion carried unanimously.

**Urban** – Lisa Perry, Committee Chair, advised that the Urban Committee did not met in February, but noted that the Committee had met in January. She stated that during their January Meeting, the Committee reviewed three projects that were all recommended to the City of Harrisonburg for HCAP Program approval.

Personnel – Megen Dalton mentioned that the Personnel Committee has not met since the last Board meeting and advised that the District has been advertising for our seasonal PSNT Technician positions. She advised that the closing date for applications was March 28<sup>th</sup>. She indicated that she had already received four or five applications and expected more in the coming weeks. She noted that she would likely be onboarding the four new PSNT Technicians at the end of May. She explained that funds to cover these positions was included in the current approved Budget. The Board agreed that since these positions were in the Budget, there was no need for action on this item.

#### **NEW BUSINESS -**

Megen explained that the Alliance for the Shenandoah Valley held a grant with NFWF which provided funding in support of the Smith Creek Watershed Partnership. She explained that the Alliance learned that the performance period for the grant could not be extended as originally expected. She detailed that rather than not be able to complete the grant and leave the NFWF grant funds on the table, the Alliance was seeking to contract with the Shenandoah Valley SWCD to serve as the fiduciary for the grant funds and assist with carrying out the remaining grant deliverables and associated projects. Megen reminded the group that a copy of the sub-grant agreement

had been shared as a packet document. She indicated that she had reviewed the agreement and didn't have any major concerns and explained that the amount of funding associated with the agreement as well as the associated project list was not finalized at this time, but would be shared at the time of execution. Betty Reese moved to Approve the Smith Creek Watershed Partnership Sub-Grant Agreement with the Alliance for the Shenandoah with any final changes or adjustments determined necessary by staff and to authorize staff to execute the agreement. Kevin Craun seconded, and the motion carried unanimously.

<u>CORRESPONDENCE</u> — Megen Dalton reviewed three items of correspondence: A thank you letter from the Virginia Forage and Grassland Council thanking us for our sponsorship of the Winter Forage Conference. A letter from the Camp Wood & Wildlife Coordinator, Ellen Powell, thanking us for our donation in support of the Virginia Department of Forestry's annual Camp Woods & Wildlife. A thank you note from Steven Meeks, VA NACD Board Member, thanking us for our Fiscal year 2025 Gold Level membership contribution to NACD.

#### **BOARD MEMBER REPORTS**

**Kevin Craun** – Kevin noted that he had recently been contacted by VDACS Commissioner, Joe Guthrie requesting that he serve on a newly formed Ag Advisory Committee that provides input to Bay state Governors and Commissioners. Kevin advised that they provide guidance and input on various policy and budgetary matters related to the restoration of the Bay and its watershed. Kevin indicated that he had accepted Commissioner Guthrie's invitation to serve.

Charles Newton – Mr. Newton highlighted two items from the written DEQ Report- the poultry litter reporting requirement that has a reporting deadline of September 15 for poultry litter brokers, poultry permittees and also poultry litter end users and the water withdrawal reporting for crop irrigation and large groundwater users.

Matt Dale — Matt stated that he had attended a Rockingham County Budget work session yesterday and was pleased to report that the County was budgeting the requested funds for the District in the next fiscal year. He also noted that the Board of Supervisors was planning to lower the Farm Equipment Tax for the coming year and actually had plans to lower it to zero in the future. He advised that the County had plans in their FY 2026 Budget to backfill the Economic Development Director position and explained that the job description had been revised to include a emphasis on agriculture. Mr. Dale shared that he had recently been asked by Congressman Ben Cline to participate in a discussion about Ag BMPs and federal cost share. Matt informed the group that he was running for the Board of Supervisors.

With no further business, the meeting was adjourned at 11:54 a.m.

SUBMITTED FOR APPROVAL:

**APPROVED:** 

harles Newton, Chair

# **Chesapeake Bay Committee Report**

3/6/2025

**Conservation Plan Approvals for Tax Credit on Equipment** 

Plan #	
CP-9-25-0080	
CP-9-25-0081	· · · · · · · · · · · · · · · · · · ·

**Conservation Plan Approvals** 

Plan #	
CP-9-25-0026	
CP-9-25-0078	

**Agricultural BMP Contract Approvals** 

Agricuit	UI AI BIVIP CUI	tract Approvais	STIRE I WALLEST HE SA		necessarily
Contract #	Practice	Estimated Cost	Cost Share	Cost Share Buffer	Staff
Contract # 09-25-0294, Instance # 650433	CCI-FRB-1	\$1,048.00	\$1,048.00	N/A	CPC
Contract # 09-25-0294, Instance # 650528	CCI-HRB-1	\$33.50	\$33.50	N/A	CPC
Contract # 09-25-0294, Instance # 650432	CCI-SL-6W	\$7,532.50	\$7,532.50	N/A	CPC
Contract # 09-25-0293, Instance # 650425	CCI-WP-4	\$10,950.00	\$10,950.00	N/A	CPC
			VACS \$22,680.00 DuPont	VACS \$2,268.00 DuPont	
Contract # 09-25-0019, Instance # 591183	WP-4	\$235,936,38	\$50,212,81	\$8,771,28	EFD
Contract # 09-25-0019, Instance # 591184	WP-4C	\$109,156.30	DuPont \$24,808.25	DuPont \$2,480.82	EFD
Contract # 09-25-0303, Instance # 650775	SL-6N	\$102,169.38	\$55,728.75	\$5,572.88	EFD
Contract # 09-25-0064, Instance # 629768	WP-2W	\$13,860,00	\$1,400.00	-\$924.00	EFD
Contract # 09-25-0067, Instance # 629961	SL-6N	\$9,212.50	\$250.00 VACS \$2,417.25	\$25,00 VACS -\$11,008,26	EFD
Contract # 09-24-0032, Instance # 562566	WP-4	\$116,044.77	DuPont \$26,373.81 VACS	DuPont \$2,637.38 VACS	EFD
Contract # 09-24-0032, Instance # 562640	WP-4C	\$58,609,38	\$851.25 DuPont \$13,320.31	\$85.13 DuPont \$1,332.03	EFD
Contract # 09-25-0068, Instance # 630086	WP-4B	\$333,926.03	\$250.00	\$25.00	EFD
Contract # 09-24-0207, Instance # 583405	WP-4	\$253,011.95	DuPont \$54,093.62	DuPont \$5.206.06	EFD
Contract # 09-24-0207, Instance # 584692	WP-4C	\$49,893.25	DuPont \$11,339.37	DuPont \$354,36	EFD
Contract # 09-25-0009, Instance # 588800	SL-6W	\$89,498:75	\$250.00	\$25,00	EFD
Contract # 09-25-0269, Instance # 648291	SL-1	\$8,557.25	\$9,050.94	N/A	JC
Contract # 09-25-0269, Instance # 649567	SL-1	\$3,893,50	\$4,118.13	N/A	JC
Contract # 09-25-0269, Instance # 649568	SL-1	\$2,437.50	\$2,578.13	N/A	JC
Contract # 09-25-0290, Instance # 650367, 650368, 650369	WFA-NM	\$1,524.57	\$1,524.57	N/A	SNDF
Contract # 09-25-0286, Instance # 650357, 650362	WFA-NM	\$1,141.26	\$1,141.26	N/A	SNDF
Contract # 09-25-0074, Instance # 637841	SL-6W	\$159,307.50	-\$5,050.00	-\$505.00	SNDF
Contract # 09-24-0048, Instance # 579421	WP-4SF	\$121,859,50	\$300.00	\$30,00	SNDF
Contract # 09-24-0304, Instance # 586909	WP-4	\$102,995,60	DuPont \$19,999.00	DuPont \$5,749.90	SNDF
Contract # 09-24-0304, Instance # 856910 Contract # 09-25-0295, Instance # 650440, 650441,	WP-4C	\$46,245.10	DuPont \$10,510.25	DuPont \$1,051.02	SNDF
650442, 650443 Contract # 09-25-0300, Instance # 650532, 650533,	WFA-NM,	\$1,589.39	\$1,589.39	N/A	SNDF
650538, 650539, 650540	NM-3C	\$3,361.67	\$3,082.35	N/A	SNDF

Contract # 09-25-0296, Instance # 650453, o50455,			$\Gamma$		T
<u>650456,</u> 650457	WFA-NM	\$10,178.59	\$10,178.59	N/A	SNDF
Contract # 09-25-0081, Instance # 643568	SL-6W	\$46,076.25	\$824.75	\$238.75	SNDF
Contract # 09-25-0298, Instance # 650484, 650485,					
640486, 640487, 640488, 640490	WFA-NM	\$3,688.62	\$3,688.62	N/A	SNDF
Contract # 09-25-0297, Instance # 650460, 650461,					
650462, 650463, 650464, 650465	WFA-NM	\$3,452.12	\$3,452.12	N/A	SNDF
Contract # 09-25-0291, Instance # 650380, 650381,					T
650382, 650383, 650385, 650386, 650387, 650388,					
650389, 650390, 350391, 650392, 350394, 650395,					
650397, 650399, 650400, 650402, 650403	WFA-NM	\$6,215.28	\$6,215,28	N/A	SNDF
Contract # 09-25-0287, Instance # 650358	WFA-NM	\$570.97	\$570.97	N/A	SNDF
Contract # 09-25-0288, Instance # 650359	WFA-NM	\$241.50	\$241.50	N/A	SNDF
Contract # 09-25-0289, Instance # 650363, 650364	WFA-NM	\$2,898.56	\$2,898.56	N/A	SNDF
Contract # 09-25-0299, Instance # 650501, 650502,					1
650503, 650504, 650505, 650506, 650507, 650510,					1
650511, 650512, 650513, 650514, 650515, 650516,					
650517, 650518	WFA-NM	\$3,843.94	\$3,843,94	N/A	SNDF

**Ag BMP Tax Credit Approvals** 

		TO AND THE PARTY NAMED IN COLUMN	
Contract #	Practice	Tax Credit	Staff
Contract # 09-24-0032, Instance # 562566	WP-4	\$993.53	EFD
Contract # 09-24-0032, Instance # 562640	WP-4C	\$799.80	EFD

**Other Items Needing Board Approval** 

Bay Report from February Bay Committee meeting

Request for Approval Authority given to staff to contract NFWF Manure Injection Funds

Cancelation of Manure Injection Contract with Shen Valley Custom

# Chesapeake Bay Committee Report 2/6/2025

# **Conservation Plan Approvals for Tax Credit** on Equipment

	on Educations	
Plan#		
CP-09-25-0080		

# **Conservation Plan Approvals**

Plen#	
PB-09-25-0047	
PB-09-25-0047	
CP-9-25-0075	
CP-9-25-0077	
CP-9-25-0076	

Agricultural BMP Contracts and Associated Conservation Plans Approvals							
Contract #	Practice	Estimated Gost	Cost Share	Gost Share Buffer	Staff		
Contract # 09-25-0047, Instance # 621242	SL-6W	\$216,778.38	\$48,421.81	\$39,414.25	CPC		
Contract # 09-25-0047, Instance # 643600	SL-7	\$5,637.50	\$0.00	\$0.00	CPC		
Contract # 09-25-0284, Instance # 649335	CCI-SL-6W	\$5,710.00	\$5,710.00	N/A	CPC		
Contract # 09-25-0284, Instance # 649334	CCI-SL-6N	\$1,826.00	\$1,826.00	N/A	CPC		
Contract # 09-25-0284, Instance # 649355	CCI-HRB-1	\$79.50	\$79.50	N/A	CPC		
Contract # 09-25-0270, Instance # 648685	NM-6	\$3,978.00	\$2,386.80	N/A	HMA		
Contract # 09-25-0271, Instance # 648772	NM-6	\$3,465.00	\$2,079.00	N/A	HMA		
Contract # 09-25-0272, Instance # 648773, 648774,		<u> </u>			<del>                                     </del>		
648775	NM-6	\$3,246.00	\$1,947.60	N/A	HMA		
Contract # 09-25-0273, Instance # 648776	NM-6	\$4,050.75	\$2,430.45	N/A	HMA		
Contract # 09-25-0274, Instance # 648777, 648779	NM-6	\$4,496.25	\$2,697.75	N/A	HMA		
Contract # 09-25-0275, Instance # 648785, 648787, 648790, 648791, 648793	NM-6	\$17,595.00	\$10,557.00	N/A	НМА		
Contract # 09-25-0276, Instance # 648795, 648796, 648797, 648798, 648799, 648800, 648801, 648802, 648803, 648804, 648805, 648806	NM-6	\$23,931.75	\$14,359.05	N/A	нма		
Contract # 09-25-0277, Instance # 648809, 648810,					<del>                                     </del>		
648811, 648812	NM-6	\$8,658.75	\$5,195.25	N/A	HMA		
Contract # 09-25-0278, Instance # 648825, 648826, 648827	NM-6	\$13,635.00	\$8,181.00	N/A	НМА		
Contract # 09-25-0279, Instance # 648828, 648829, 648830, 648831, 648832, 648833, 648834	NM-6	\$21,137.25	\$12,682.35	N/A	нма		
Contract # 09-25-0280, Instance # 648855, 648856, 648857, 648858, 648859, 648860, 648861, 648863	NM-6	\$26,127.00	\$15,676.20	N/A	нма		
Contract # 09-25-0281, Instance # 648864, 648865, 648866, 648867, 648868, 648869, 648870, 648871	NM-6	\$31,034.25	\$18,620.55	N/A	НМА		
Contract # 09-25-0282, Instance # 648990, 648991, 648992, 648993, 648994, 648995, 648996, 648997, 648998, 649000, 649001, 649003	NM-6	\$83,560.50	\$50,136.30	N/A	НМА		
Contract # 09-25-0283, Instance # 649044, 649045, 649046, 649047, 649048, 649062, 649063, 649065, 649066, 649067, 649068, 649070, 649071, 649072,				e de			
649073	NM-6	\$90,825.00	\$54,495.00	N/A	HMA		
Contract # 09-25-0266, Instance # 648286	SL-1	\$2,274.25	\$2,946.19	N/A	JC		
Contract # 09-25-0268, Instance # 648290	SL-1	\$4,875.00	\$4,031.25	N/A	JC		
Contract # 09-25-0267, Instance # 648288	SL-1	\$825.00	\$918.75	N/A	JC		
Contract # 09-25-0201, Instance # 648551	SL-8B	\$392.70	\$280.50	N/A	SNDF		
Contract # 09-25-0239, Instance # 648093, 648094	SL-8B	\$7,863.80	\$1,123.40	N/A	SNDF		

Project Cancellations

Contract#	Practice	Cost-Share	Program	Staff		
Contract # 09-25-0189, Instance # 647859, 647860,						
647861	SL-8H	\$1,578.80	VACS	SNDF		
Contract # 09-25-0153, Instance # 647765, 647768,						
647764	SL-8H & SL-8B	\$2,338.40	VACS	SNDF		

# 2025 CONTRACT RENEWAL DAM MOWING AND GENERAL MAINTENANCE

This contract renewal is between the Shenandoah Valley Soil & Water Conservation District ("Owner") and Crooked Road Fencing and Property Maintenance — c/o Alvin Austin ("Contractor"), and is binding among and between these parties as of the date of the Owner's signature. This is the second of four potential renewals as allowed in the RFP and contract documents.

#### **RECITALS**

1. The legal address for the Owner and for the Contractor and the address for delivery of notices and other project documents are as follows:

Owner:

Shenandoah Valley Soil & Water Conservation District

c/o:

Megen Dalton, District Manager 1934 Deyerle Avenue, Suite B

Address: City, State, Zip:

Harrisonburg, VA 22801

Telephone:

(540)-534-3049

Email:

megen.dalton@svswcd.org

Contractor:

**Crooked Road Fencing and Property Maintenance** 

c/o:

**Alvin Austin** 

Address:

5636 Old Forge Road

City, State, Zip: Telephone:

Rocky Mount, VA 24151 (540) 420-0304

Email Address:

crookedrdfencing@gmail.com

2. The Project is identified as:

**Project Title:** Mowing and General Maintenance

Project Code: ADMM2023 Package #1 & Package #2

**Project Description:** Mowing & Woody Vegetation Removal and Woody Debris

Removal on SVSWCD owned dams

Contract Period: 2025 Calendar Year (2 of 4 possible renewals)

3. After competitive sealed negotiations pursuant to the Virginia Public Procurement Act, Contractor was awarded the contract to perform the work described by the contract for project listed above. This contract renewal is pursuant to the RFP #ADMM2023 and shall be referred to as ("the Renewal") or ("the Contract"). This is contract renewal #2 of 4.

**THEREFORE**, in consideration of the Recitals set forth above the parties agree as follows:

- 1. STATEMENT OF WORK: The Contractor shall furnish all labor, equipment, and materials and perform all work in accordance with the contract.
- 2. CONTRACT TERMS: All terms of the contract remain in effect as does the original scope of work. Refer to the original contract. The SVSWCD will have the option to renew the contract for additional term(s). Changes in costs for subsequent renewal periods will be based on mutual agreement between both parties along with evaluation of site conditions and other relevant factors and situations and shall follow the procedure outlined in the RFP.
- 3. TIME FOR COMPLETION AND SITE CONDITIONS REPORT REQURIEMENTS:
- Spring Mowing
  - o Shall be completed between May 1st, 2025 and June 15th, 2025.
  - o Union Springs shall be completed between May 1<sup>st</sup>, 2025 and June 1<sup>st</sup>, 2025.

# Fall Mowing

- o Shall be completed between September 15th, 2025 and October 31st, 2025.
- o Union Springs shall be completed between October 15th, 2025 and October 31st 2025.

If the Contractor will be unable to complete the work by the established deadlines, they should contact the Owner to discuss the situation, the Owner may opt to forgo the uncompleted mowing's. If work is not completed by the established deadlines, 1% of the contract amount may be deducted for each day past the deadline. Deductions will be determined on a case by case basis and the Owner retains the sole right to determine the waiver of this deduction. The Owner shall take into account weather conditions and unexpected events and situations.

As outlined in the RFP: following consultation and review of the Contractor's site conditions report, the Owner will select one of the outlined woody debris categories based on evaluation of the site. Refer to the original contract for the procedure that the Contractor shall follow in preparation and submission of the required site condition report.

**4. PAYMENT:** The Owner agrees to pay and the Contractor agrees to accept adequate compensation for the performance of the work completed in accordance with the contract for the prices listed below:

Payment will be made based on work completed. All invoices shall be submitted to the Owner after each project component is completed. Payment will be made upon site inspection and approval of completed project components by Owner or their agents. The Contractor may elect to receive payment in one lump sum after the completion of all components.

If payment is being made to an entity that is not incorporated, a 1099-Misc will be issued. § 2.2-4354 of the Code of Virginia applies to this contract. Changes in costs will be based on evaluation of site conditions and other relevant factors and situations and mutual agreement between both parties.

e #1 -	-Shoemaker River Dams (3)				
Work Item		Tree Dee	Mark	01 ( 1 )	
Mo	wing & Woody Vegetation Removal	Hog Pen	Northwoods	Slate Lick	
1a	Spring Mowing per RFP	\$1,307	\$1,900	\$2,527	
1b	Fall Mowing per RFP	\$907	\$1,500	\$2,127	
1c	Mowing per RFP (1 mowing –Spring or Fall)	\$1,307	\$1,900	\$2,527	
Woody Debris Removal*		Site to be Evaluated by staff and price set before work begins.			
2a	Minimal Woody Debris Removal	\$0	\$0	\$0	
2b	Light Woody Debris Removal	\$300	\$125	\$200	
2c	Medium Woody Debris Removal	\$750	\$225	\$650	
2d	Heavy Woody Debris Removal	\$1,600	\$400	\$750	
	Wood 1a 1b 1c Wood 2a 2b 2c	Mowing & Woody Vegetation Removal  1a Spring Mowing per RFP  1b Fall Mowing per RFP  1c Mowing per RFP (1 mowing –Spring or Fall)  Woody Debris Removal*  2a Minimal Woody Debris Removal  2b Light Woody Debris Removal  2c Medium Woody Debris Removal	Work ItemMowing & Woody Vegetation Removal1aSpring Mowing per RFP\$1,3071bFall Mowing per RFP\$9071cMowing per RFP (1 mowing –Spring or Fall)\$1,307Woody Debris Removal*Site to be I set2aMinimal Woody Debris Removal\$02bLight Woody Debris Removal\$3002cMedium Woody Debris Removal\$750	Work ItemHog PenNorthwoodsMowing & Woody Vegetation RemovalHog PenNorthwoods1aSpring Mowing per RFP\$1,307\$1,9001bFall Mowing per RFP\$907\$1,5001cMowing per RFP (1 mowing – Spring or Fall)\$1,307\$1,900Woody Debris Removal*Site to be Evaluated by stare set before work begans2aMinimal Woody Debris Removal\$0\$02bLight Woody Debris Removal\$300\$1252cMedium Woody Debris Removal\$750\$225	

<sup>\*2</sup> a, b, c, and d denote options. Following consultation with the Contractor, the Owner will select one of the options for payment based on evaluation of the site in advance of the Contractor beginning work on site.

#### **General Descriptions of Woody Debris Levels:**

Minimal Woody Debris: Materials that are small enough to be mowed over without damage to the mowing equipment and that once mowed will not impede vegetation growth on the dam

<u>Light Woody Debris:</u> Small logs and other debris widely distributed or covering portions of the dam, may or may not require the minor use of equipment; (~1 day work)

Medium Woody Debris: 2-3 inch mat of leaf litter, small branches and sticks that covers a portion of the dam, and/or small and large logs widely distributed or covering portions of the dam, may require the use of equipment; (~1-2 day(s) work)

Heavy Woody Debris: A thick mat greater than 3 inches of leaf litter, small branches and sticks that covers a large portion of the dam, and/or large logs widely distributed or covering portions of the dam, requires the use of equipment; (~2+ day(s) work)

Packag	Package #2 –Lower North River Dams (5)						
Item#	Work Item		Briery	Dry	Dry	Hone	Union
1	Mov	ving & Woody Vegetation Removal	Branch	River	Run	Quarry	Springs
	1a	Spring Mowing per RFP	\$2,389	\$2,449	\$2,449	\$1,917	\$1,307
	1b Fall Mowing per RFP		\$1,989	\$2,049	\$2,049	\$1,517	\$907
	1c	Mowing per RFP (1 mowing –Spring or Fall)	\$2,389	\$2,449	\$2,449	\$1,917	\$1,307
2	Woo	dy Debris Removal*	Site to be Evaluated by staff and price set				
2	77 00	dy Debris Removal"	before work begins.				
	2a	Minimal Woody Debris Removal	\$0	\$0	\$0	\$0	\$0
	2b	Light Woody Debris Removal	\$500	\$500	\$200	\$450	\$200
	2c	Medium Woody Debris Removal	\$1,100	\$1,100	\$300	\$1,100	\$600
	2d	Heavy Woody Debris Removal	\$1,600	\$1,600	\$600	\$1,600	\$700

\*2 a, b, c, and d denote options. Following consultation with the Contractor, the Owner will select one of the options for payment based on evaluation of the site in advance of the Contractor beginning work on site.

# **General Descriptions of Woody Debris Levels:**

Minimal Woody Debris: Materials that are small enough to be mowed over without damage to the mowing equipment and that once mowed will not impede vegetation growth on the dam

<u>Light Woody Debris:</u> Small logs and other debris widely distributed or covering portions of the dam, may or may not require the minor use of equipment; (-1 day work)

Medium Woody Debris: 2-3 inch mat of leaf litter, small branches and sticks that covers a portion of the dam, and/or small and large logs widely distributed or covering portions of the dam, may require the use of equipment; (~1-2 day(s) work)

Heavy Woody Debris: A thick mat greater than 3 inches of leaf litter, small branches and sticks that covers a large portion of the dam, and/or large logs widely distributed or covering portions of the dam, requires the use of equipment; (~2+ day(s) work)

Contract Total					
Contract Item	Contract Price				
Package #1 Mowing & Woody Vegetation Removal (Item 1)	Payment based on number of mowings at				
Package #2 Mowing & Woody Vegetation Removal (Item 1)	each dam				
Package #1 Woody Debris Removal (Item 2)	Payment based on Owner's determination of debris category as outlined in				
Package #2 Woody Debris Removal (Item 2)	Contractor's site conditions report. Selection to be made in advance of Contractor beginning work.				
Contract Total	Based on work completed				

IN WITNESS WHEREOF, the parties executed this contract renewal.

	CONTRACTOR:		OWNER:		
Ву:			By:		
· —	(signature)	(date)		(signature)	(date)
_	(printed no	ame)	:: <u>-</u>	(print	ed name)
	(printed tit	le)	i -	(printe	ed title)

# Shenandoah Valley SWCD Budget - Modification # 3

July 1, 2024 - June 30, 2025

Income	Budget
Local Government Funding	
Bridgewater	900.00
Dayton	450,00
Elkton	450.00
Grottoes (\$375 for FY25 paid in FY24)	0,00
Harrisonburg	5,600.00
Mt. Crawford	125.00
Page County	6,000.00
Rockingham County	37,500.00
Shenandoah	375.00
Stanley (\$300 for FY25 paid in FY24)	0.00
<u>Timberville</u>	450.00
	\$51,850.00
State Funding (DCR)	
Dam Maintenance	44,160,00
DCR Operational	488,657.00
Technical Assistance	647,473.00
	\$1,180,290.00
Other Grant Funding	
DCR Data Technician (w/ Overhead & Travel)	102,500,00
Sustainable Chesapeake RCPP	71,603.00
Manure Injection Expansion (Personnel Only)	7,500.00
VASWCD Envirothon Grant	0.00
VCAP Technical Assistance	2,400.00
	\$184,003.00
Other Funding	
Coors Nursery	0.00
PSNT Testing	8,500.00
HCAP (Personnel Only)	19,500.00
North River Watershed Study	116,000.00
Interest Income - DCR Ops & Technical Assistance	2,000.00
Interest Income - Dam Maintenance	300.00
Geotextile Fabric Program	1,500.00
Rain Barrel Program	1,500.00
Soil Probe Sales	300,00
	\$149,600.00
Total In	come: \$1,565,743.00
Reserve Funds Needed to Balance I	Budget: \$0.00

#### Reserve Funds Needed Breakdown

<u> 22.</u>	Retained	Utilized
Dam Maintenance Reserves:		\$11,840.00
Technical Assistance Reserves:	\$67,550.79	
Coors Nursery:		\$10,000.00
PSNT Testing:	\$5,000,00	
Rain Barrets:		\$7,300.00
Geotextile Fabric:		\$300,00
Soil Probe Sates:	\$300.00	
VCAP:	\$2,400.00	
HCAP:	\$19,500,00	
Bullding Fund: 📃	\$51,850,00	TORU TURNING
Operating Reserves:		\$93,949.11

Total Income (Including Reserves): \$1,565,743.00

Date Approved By Board: 6/6/2024 Modification #1 Approved by Board: 9/5/2024 Modification #2 Approved by Board: 11/7/2024 Modification #3 Approved by Board:

Expense	Budget
District Operating Expenses	W (979 L288 1 L 87
<ul> <li>Advertising, Outreach &amp; Sponsorship Expenses</li> </ul>	14,000.00
Awards & Recognition	600.00
Board Meeting Expenses	1,100.00
Board Member Expenses	10,780.00
Computer System	19,000.00
Dues & Memberships	5,500.00
Education Programs & Supplies	
District Scholarships	2,000.00
DOF-Camp Woods and Wildlife	300.00
Educational Supplies	500.00
Local Envirothon (VASWCD Grant Funds)	1,500.00
Poster Contest	500.00
Youth Conservation Camp	2,400.00
* Field Equipment	2,000.00
Hiring Expenses	1,900.00
Insurance	3,000.00
Internet & Phone Service	11,500.00
Office Equipment	3,600.00
Office Furniture	60,000.00
• Refit	3,600.00
* Postage	2,500.00
Staff Travel, Training & Apparel	16,080.00
Supplies	8,000.00
Vehicle Operation & Maintenance	7,000.00
	\$177,360.00

Other District Expenses	56,000,00
Dam Maintenance	56,000.00
North River Watershed Study	175,000.00
Coors Nursery	10,000.00
PSNT Testing	3,500.00
Rain Barrel Program	00.008,8
Geotextile Fabric Program	1,800.00
Soil Probe Sales	0.00
Parking Improvement	50,000.00
Employee Tuition Assistance	3,500.00
Staff & Intern Appreciation	1,000.00
Cover Crop Beds	250.00
	\$309.850.00

#### Personnel Expenses

- Urban Conservation Technician/Program Assistant
- Conservation Technician
- Conservation Technician/Education Coordinator
- . Conservation Technician/Operations Leader
- Administrative Coordinator
- Conservation Technician
- Conservation Engineering Technician
- Conservation Technician
- PSNT Technicians DCR Data Specialist

Sustainable Chesapeake CNMP Planner

- Includes Technical Assistance expenses

 Employee Allowances \* Staff Salary/Benefits Increases & Overtime

100,000.00 \$1,055,021.32

1,500,00

Total Expenses: \$1,542,231.32



## SUB-GRANT AGREEMENT FOR PROGRAM PARTNER

## Smith Creek Watershed Partnership Project No. 74149

This Sub-Grant Agreement ("Agreement") by and between Alliance for the Shenandoah Valley, a Virginia non-stock, nonprofit corporation (the "Alliance") and The Shenandoah Valley Soil and Water Conservation District, a political subdivision of the Commonwealth of Virginia ("Grantee") governs a sub-grant made pursuant to the Innovative Nutrient and Sediment Reduction Grant awarded to the Alliance by the National Fish and Wildlife Foundation (NFWF Grant ID 0602.22.074149) (the "NFWF Grant") in furtherance of Project No. 74149 titled Smith Creek Watershed Partnership: a Targeted Approach in a Showcase Watershed (the "Project").

Sub-Grant Amount:	\$		
Can Clair / ulloall.	Ψ		

- 1. Project Work: Project work will focus on the HUC-12 watersheds that make up the Smith Creek Watershed in Rockingham and Shenandoah counties. The specific projects within the scope of this grant are listed on Schedule A to this Agreement. Expenditure of Sub-Grant funds for any other project or purpose shall require prior written approval of the Smith Creek Watershed Partnership's Approval Committee (the "Project Approval Committee"). Project work may extend outside of the Smith Creek Watershed and into other counties with written approval from the Project Approval Committee if Grantee deems that there is insufficient participation by the projects listed in Schedule A to fully expend grant funds within the Performance Period.
- 2. Project Approval Committee: Members of the Project Approval Committee for this subgrant will be Cory Guilliams Natural Resources Conservation Service, Matt Booher Virginia Tech Cooperative Extension, Kathleen Fish- Virginia Department of Forestry, Christian Anderson Alliance for the Chesapeake Bay, and Karen Anderson Friends of the Shenandoah River. If any member of the Project Approval Committee resigns from the committee or ceases to be employed by a project partner during the Performance Period, Alliance and Grantee will replace that person with a mutually agreed person similarly involved in the Smith Creek Watershed Partnership.
- **3. Performance Period**: From March 31, 2025 to June 30, 2026 (unless extended or sooner terminated as provided in this Agreement)
- 4. **Scope of Work.** Grantee agrees to hold, manage and apply the Sub-Grant funds to the projects described on Exhibit A by distributing such funds to landowners and organizations in the manner and amount approved by the Project Approval Committee. Alliance will organize Project Approval Committee meetings, coordinate project implementation, allocate funds, and draft contracts with partners and participating landowners. Sub-Grant funds shall be used only to fund the costs of the Scope of Work as described in this Agreement in furtherance of the Project in accordance with the Award and this Agreement as approved by the Project Approval Committee (the "Scope of Work").
- 5. **Transfer and Holding of funds.** The Alliance may transfer the Sub-Grant to Grantee in one upfront payment or in multiple traunches allocated to specified best management practice projects. Grantee's obligations as to any particular project are subject to its receipt of funds sufficient to fund that

particular project according to the budget approved by the Project Approval Committee. Grantee shall hold the Sub-Grant funds as designated funds for the Project in an FDIC-insured account, with any interest accrual in a single calendar year of less than \$500 becoming part of the Sub-Grant funds. Interest over \$500 accrued in a single calendar year must be reported to the Alliance, and will be paid to NFWF to the extent such payment of accrued interest over \$500 is required under the terms of the original grant.. All checks to landowners shall be issued by Grantee within ten (10) business days after written request from the Alliance with supporting documentation. Grantee may rely upon such request for funding by the Alliance as written evidence of approval of the requested disbursement by the Project Approval Committee, with no additional confirmation required. The initial transfer of funds will include an administrative fee of \$5,250 to compensate Grantee for its services under this agreement.

- 6. Records. Grantee will work closely with the Alliance to keep accurate records that clearly identify and support Project costs and expenditures in accordance with generally accepted accounting principles. If Grantee has concerns at any time about completion of the Scope of Work with full expenditure of funds by the end of the Performance Period, Grantee shall notify the Alliance. Within ten (10) business days of written request by the Alliance at any time and from time to time but no less often than quarterly, Grantee shall provide written statements of funds expended and status of Project budget in sufficient detail to support the Alliance's reporting to NFWF by its reporting deadlines. If Grantee fails to timely provide the necessary periodic or final reporting, the Alliance has the right to inspect the Project records of Grantee and retain copies as necessary to support such reporting, with Grantee paying the out-of-pocket costs incurred by the Alliance to obtain the required reporting data. Grantee shall retain all Project records for a period of five years after the end of the fiscal year in which the Performance Period ends. In addition, Grantee shall provide to the Alliance on a quarterly basis as to the preceding quarter, a copy of the bank statement or other acceptable reports for the account holding the Sub-Grant funds, with transaction detail.
- 7. **Reporting.** The Alliance bears all responsibility for reporting Project Work status, completion, and outcomes to NFWF. Grantee will work with Alliance, recipient landowners, and project partners to and collect the measurements, locations, and other information required for successful reporting by the Alliance. Sufficient sources of information include, but are not limited to, as-built documentation, documented site visits with photographic evidence of project completion, and certificates of completion issued by Virginia departments and/or agencies. To the extent that payments made to third parties under this Agreement trigger an obligation to provide Form 1099s for tax purposes, Grantee will file and distribute such tax forms subject to its receipt of sufficient information from the Alliance to support such filings.
- 8. Audit Requirements. If Grantee is required to file audit reports due to its receipt of funds from all federal sources in excess of applicable limits, including the grant award under this Agreement, Grantee shall provide the Alliance with a copy of its audit filing within six (6) months after the end of each federal fiscal year during the Performance Period. If any payment made to Grantee under this Agreement is disallowed by audit as an eligible cost under the NFWF Grant, Grantee shall reimburse the total disallowed amount to NFWF without prejudice to Grantee's right to establish eligibility for such payment. In addition, the Alliance may conduct monitoring of Grantees' Project activities at any time as well as audit of Grantee's Project records and financial reports, in each case on reasonable prior notice except in the case of an emergency.
- 9. Entity Representations. Grantee represents and warrants to the Alliance that: (a) Grantee is duly formed, validly existing and in good standing under the laws where it was formed, (b) Grantee is authorized

to do business in the Commonwealth of Virginia and holds all required licenses, (c) Grantee has the power and authority to perform the Project and to enter into and perform its obligations under this Agreement and the Award, and (d) the person signing for Grantee below has the authority to do so.

- 10. Authority; Not Assignable. Grantee represents and warrants to the Alliance that Grantee has full power and authority to perform the Scope of Work without the consent of any third party. This Agreement and the Award are not assignable by Grantee and Grantee does not have the authority to delegate or make sub-grants except to the extent expressly permitted in this Agreement or otherwise approved by the Project Approval Committee in its sole discretion.
- 11. Compliance with Law; Anti-Terrorism. Grantee shall comply with all applicable law in its performance of the Scope of Work and this Agreement. Without limitation, Grantee certifies to the Alliance that neither Grantee nor any of its owners, members, managers or agents is, and that Grantee does not knowingly employ individuals or contribute funds to individuals or entities: (a) listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689 (<a href="www.sam.gov/search">www.sam.gov/search</a>) or (b) a person or entity that US persons and entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the US Department of Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order, or other governmental action or list pertaining to anti-terrorism. Grantee shall immediately notify the Alliance of any known change in circumstance that causes a violation of this certification.
- 12. **Special Grant Requirements.** To ensure compliance with requirements of the NFWF Grant which is funding the Award, Grantee agrees to comply with the requirements on Addendum 1 <u>and</u> to include those Addendum 1 requirements in any agreements between Grantee and any contractors and subcontractors involved in the Project.
- 13. **Termination; Default.** If Grantee fails to comply with the requirements of this Agreement and the NFWF Grant, the Alliance may terminate this Agreement. Without limitation, if Grantee fails to provide timely progress reports or if the Alliance determines in its reasonable discretion that the Scope of Work is unlikely to be completed by the deadline for Project performance, the Alliance may terminate this Agreement, revoke the Award and redirect the grant funds to another recipient to ensure that the NFWF Grant funds are used prior to expiration, in addition to all other remedies available at law or in equity. In addition, the Alliance may terminate this Agreement by notice to Grantee if funding for the NFWF Grant is not available for disbursement as provided in this Agreement for any reason. Upon termination, Grantee shall remit all remaining Sub-Grant funds to the successor designated by the Alliance within two (2) business days of receipt of written transfer instructions. In the event of a dispute, the prevailing part shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs.
- 14. **Governing Law; Amendment.** This Agreement is governed by Virginia law and may be amended only in writing. For good cause, the Alliance may (but has no obligation to) extend the Performance Period.
- 15. **Notice.** All notices under this Agreement shall be effective upon receipt (or refusal of delivery) by hand delivery, courier service or US Postal service, postage prepaid, addressed to the named contact person and address listed below. Each party may change its address for notice by written notice. Email notice is effective for all reporting purposes under this Agreement.
- 16. **No Partnership.** Grantee is an independent contractor for the Project, and nothing in this Agreement creates any partnership, joint venture or other agency relationship between the Alliance and

Grantee.

17. License. Grantee hereby grants to the Alliance a free and irrevocable license to use, publish and distribute all reports, studies, photographs and other similar works or documents and supporting materials produced by or on behalf of Grantee in connection with the Project, and shall provide copies as requested by the Alliance. Grantee is not authorized to use the Alliance name or logo without prior written consent.

The remainder of this page has been left blank intentionally; Signature pages follow.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement on due authority.

Grantee:		
The Shenandoah Valley By:	Soil and Water Conser	vation District
Name: Title:		Date
Grantee Address: 1934 D	eyerle Avenue, Suite B	, Harrisonburg, Virginia 22801
Phone: 540-534-3105	Email:	
Primary Project Contact F	erson:	
ALLIANCE FOR THE SH	ENANDOAH VALLEY	
Name:		Date

ALLIANCE FOR THE SHENANDOAH VALLEY
9485 S Congress Street

New Market, Virginia 22844

Attn: Kate Wofford, Executive Director

Telephone: 540-9383-3417 E-mail: kwofford@shenandoahalliance.org

# EXHIBIT A SCOPE OF WORK

Subcontracts will be paid directly to landowners/farmers enrolled in Smith Creek Watershed Partnership (SCWP) programs to cover some of the cost to implement practices or to contractors with the experience required to complete projects.

(See attached)

# SCHEDULE A TIERED PROJECT LIST

{List below projects pre approved by the Project Approval Committee for payment upon completion}

#### ADDENDUM 1

To ensure compliance with requirements of the NFWF Grant which is funding the Award, Grantee agrees to do the following <u>and</u> to include these requirements in its agreements with any contractors and subcontractors involved in the Project:

- (a) Perform all activities relating to the Award and Project in compliance with applicable federal, state, and local laws, regulations, and ordinances;
- (b) Contract only with licensed contractors/subcontractors approved by the Alliance in advance, and obtain prior to the start of any work and keep in effect all appropriate or necessary public and private permits, licenses and consents for the Project;
- (c) Keep accurate records of the Project and related costs, and deliver reports, receipts, certifications and other information reasonably requested by the Alliance to support Project verification, documentation and reporting to ensure compliance with applicable grant and contracting procedures and requirements;
- (d) Comply with applicable federal law, regulations and executive orders regarding Anti-Corruption (including the US Foreign Corrupt Practices Act of 1977, as amended), Anti-Money Laundering, and Terrorist Financing;
- (e) Comply with the Trafficking Victims Protection Act of 2000, as amended, which provides that Grantee, its employees, contractors and agents may not: (i) engage in severe forms of trafficking in persons during the period of time that the Award is in effect; (ii) procure a commercial sex act during the period of time that the Award is in effect; or (iii) use forced labor in the performance of the Project; and
- (f) Not to issue any press releases or other public release of information about the Project or the Award without first obtaining the Alliance's prior written consent.
- (g) Not use any of the funds for lobbying activities, including without limitation participation in any political campaign or influencing or attempting to influence any officer of employee of any governmental agency, elected official or employee of any elected official in any way.

4911-1705-0887, v. 2

# Dear Shenandoah Valley SWCD

Thank you for your fiscal year 2025 Gold Level membership contribution to NACD! Due to your ongoing support, we can represent our member's priorities in federal policy, create new education initiatives and program opportunities for districts, and more.

We value your membership and voice in NACD, so please contact me at any time if you have questions about how to maximize your membership.

Thank you again for your support!

VA NACD Board Member



Camp Woods & Wildlife c/o Virginia Dept. of Forestry 900 Natural Resources Drive Charlottesville, VA 22903



February 25, 2025

Shenandoah Valley SWCD 1934 Deyerle Ave., Suite B Harrisonburg, VA 22801

Dear SWCD staff and board:

On behalf of Camp Woods & Wildlife, thank you for your donation of \$300 to our camp scholarship fund. Please let us know if there is a camper from your area you would like to sponsor.

We truly appreciate your continuing support of this unique and meaningful experience for Virginia's future natural resource stewards and leaders.

Sincerely,

Ellen R. Powell

Camp Woods & Wildlife Coordinator

Holiday Lake 4-H Educational Center, the fiscal agent for Camp Woods & Wildlife, is a 501(c)3 tax-exempt organization.



# VIRGINIA FORAGE AND GRASSLAND COUNCIL

3599 Indian Oak Road Crewe, Virginia 23930 434-321-9272

February 10, 2025

Shennandoah Valley SWCD Ms. Megen Dalton 1934 Deyerle Ave, Ste B Harrisonburg, VA 22801

Dear Ms. Dalton:

The 2025 VFGC Winter Forage Conference series held during the week of January 28-31, 2025, was a great success again this year, in large part due to the financial support from your organization and other industry sponsors.

The weather was good and excitement was high resulting in a total attendance of 574 for the week. This number includes 534 in-person participants between Wytheville (159), Blackstone (115), Warrenton (127), and Weyers Cave (133), with another 40 participants viewing the livestream on Friday.

This year's theme, *The Production and Utilization of Using Quality Hay and Baleage* proved to be very informative. The speakers featured Dr. Chris Teutsch and Dr. Jessica Williamson along with regional producer speakers providing a combination of research results and practical experience with a diversity of presentation styles which appealed to the audience.

The VFGC is committed to inviting speakers with a diversity of perspectives to our forums. Our goal of these winter conferences is to provide evidence-supported perspectives on the different methods of producing and managing livestock and forages.

On behalf of the Virginia Forage and Grassland Council, thank you for your sponsorship of this conference and your commitment in serving the forage and livestock industry in Virginia. With the rising costs of inflation we could not do this without your involvement and support.

Sincerely,

Shawna Bratton, President

Virginia Forage and Grassland Council

SB/ MK



# **Hydrogeological Study Staff Report**

December 6, 2024

Due to concerns about groundwater usage by large-scale poultry operations and other large-scale water users, on July 10, 2024, the Board of Supervisors requested that staff research the logistics and cost of studying groundwater availability in Rockingham County. At the time, the United States Geological Service (USGS) had proposed a regional groundwater study known as the Greater Valley and Ridge Project that would provide valuable data on the subject. Due to budgetary reasons, that study has been cancelled by the USGS.

There is limited data currently available on groundwater in Rockingham County which can greatly impact future planning and land use decisions. Staff members have corresponded with USGS Hydrologist Matt Kearns about the cost and feasibility of the County conducting its own similar groundwater study. Mr. Kearns responded that the County could enter into an agreement with USGS to conduct such a study and that USGS has entered into similar agreements with other counties in Virginia, including Fauquier, Bedford, Fairfax, and Henrico.

If this agreement were entered into, the USGS would draft a proposal outlining the need for the project and questions to be answered, along with the project scope, deliverables, timeline, and budget. The estimated cost for the project as of November 2024 is \$350,000 to \$400,000 with USGS contributing \$50,000 to \$100,000, depending on available funds.

Part of the scope of work would include a Soil Water Balance (SWB) model which is typically calibrated with a hydrograph analysis on established USGS stream gauges. (Rockingham County currently has five stream gauges.) This model would combine meteorological data, soil/geology, landcover and topography to estimate water budget parameters for evapotranspiration, runoff, and groundwater recharge.

Also, as part of the scope of work, the USGS can perform a water use assessment to understand the human demands on the hydrologic system. This includes analyzing water use data reported to the Virginia Department of Environmental Quality (DEQ) to estimate the water use from agriculture and residential wells – users that are exempt from state reporting requirements.

The water availability (SWB) and water use assessments are typically combined at a meaningful management scale to calculate water usage budgets for given watershed areas.

The Northern Shenandoah Valley Regional Commission (NSVRC), which includes adjoining Shenandoah and Page County, is working to <u>update their regional water supply plan</u>. A kickoff meeting for the project is scheduled for spring 2025. The scope of work will include supply, demand, source protection, and

regional drought response. This could provide an opportunity for Rockingham County to collaborate and share data with neighboring localities to get a broader understanding of water supply in the Valley.

#### **Summary:**

- The County can enter into an agreement with the USGS to conduct a groundwater study.
- The project would compare aquifer recharge rates with usage rates.
- USGS has entered into similar joint-funding agreements with other Virginia localities.
- The timeline for the study is approximately two years from the time of the joint-funding agreement.
- The estimated cost as of November 2024 is from \$350,000 to \$400,000 with USGS contributing \$50,000 to \$100,000 depending on available funds.
- Other adjoining localities could be included to make the project more cost effective and would also provide a better understanding of aquifers that extend beyond the County's boundaries.