



**WAYNE
CONSERVATION DISTRICT**

**AGRICULTURE CONSERVATION ASSISTANCE PROGRAM
GRANTEE-CONSERVATION DISTRICT AGREEMENT**

Landowner: _____ Operator: _____
 Address: _____ Address: _____
 Telephone: _____ Telephone: _____
 Project Location: _____
 Project Type or Title: _____
 Agreement No: _____

This Agreement is made this _____ day of _____ (month/year) by and between
 _____ (Grantee) and the Wayne Conservation District to
 _____ at the Project Location
 described above.

The requirements of this Project will be performed or executed between _____ (month/day/year) and
 _____ (month/day/year) and maintained as its intended use until _____ (month/day/year).
 Funding will be allocated to this Project for two (2) years starting _____ (month/day/year). If the Project is
 not completed by _____ (month/day/year) the funding set aside for this Project will be relinquished, unless a
 request for extension has been submitted in writing to, and approved in written form by, the district.

The Grantee shall perform all the work in accordance with the Agriculture Conservation Assistance Program (ACAP)
 Project Guidelines and the approved application.

PROJECT DESCRIPTION: _____

TOTAL PROJECT AMOUNT: \$ _____

TOTAL GRANT AMOUNT: \$ _____

A. GENERAL PROVISIONS

1. By signing this Agreement, the Grantee warrants that he/she is either the sole owner of the real property on which the work is to be performed or has secured any necessary permission, easements or rights-of-way that may be necessary for the completion of the work. If the Grantee is not the sole owner of the real property, the landowner or other landowners must acknowledge and sign this Agreement.
2. The Conservation District agrees to fund the eligible costs for this project in an amount up to, but not exceeding, \$ _____ (Agreement Sum).
3. The Grantee shall ensure that this Agreement and all other arrangements entered into pursuant to the implementation of this Agreement are in conformance with all applicable local, state, and federal laws, rules, and regulations. This includes Prevailing Wage Act requirements that must be followed for any contractual Agreements where the total project value is in excess of \$25,000.
4. The Grantee agrees to provide documentation to the Conservation District that all required federal, state, or local permits have been obtained prior to project commencement on the portion of the project requiring a permit, and further agrees to comply with all such permits as a condition of performing this Agreement.

5. The Grantee shall obtain and satisfy all requirements of this Agreement as determined by the Conservation District.
6. Payment of the Agreement Sum will be made to the Grantee within forty-five (45) days of Grantee verification of project completion.
7. The Grantee will receive a MISC-1099 tax form to report the income in the form of the grant from the Conservation District. It is the landowner's responsibility to report it correctly.
8. By acknowledging this Agreement, the grantee(s) and/ landowner(s) specifically consents to the activities described in this Agreement as related to the property owned by the landowner.
9. The Conservation District shall not be held responsible for any loss of life, personal injury, or property damages of any kind incurred in performing or completing the work or duties under this Agreement.
10. This document and the attachments hereto constitute the entire agreement between parties.

B. PROJECT CONDITONS:

1. The Grantee shall provide the Conservation District notice prior to project commencement.
2. This project must be conducted in accordance with standards and specifications of the PA Technical Guide or according to a licensed Professional Engineer and standards that prohibit the use of materials or practices that are environmentally harmful and in accordance with ACAP Guidelines and the application attached hereto and incorporated herein.
3. Any changes or modifications to the project must be approved by the Conservation District and set forth in writing in an Agreement Amendment executed by all parties to this Agreement.
4. Amendments may include up to an additional 20% of the original Agreement Sum amount identified herein at paragraph A.2, at the discretion of the Conservation District. Any Agreement Amendment cost that exceeds 20% of the original Agreement Sum amount, must be carried over into other funding sources (i.e. REAP, loan or farmer financed).
5. Except as otherwise noted, the Grantee shall provide and pay for all material, labor, equipment, tools, water, power, and other items necessary to complete the work.
6. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality and all work completed in a workmanlike manner.
7. The Grantee(s) and landowner(s) will permit the Conservation District or their authorized representatives, upon the presentation of credentials, to enter the Project Location or premises to inspect and observe ACAP Project activities, associated records, or other conditions of this Agreement.
8. Upon completion of the project, the Grantee shall submit the "Program Certification Form" for verification of project completion and documentation of final cost.
9. Best Management Practices (BMPs) must be maintained and managed for the life span of the practice according to the SCC BMP List or PA Technical Guide.
10. If BMP's are not managed or maintained for the required period, the applicant/grantee may be required to return a portion or full amount of the Agreement Sum that was originally granted.

C. BEST MANAGEMENT PRACTICES:

Practice Name (Practice Code)	Amount (Units)	Practice Name (Practice Code)	Amount (Units)	Lifespan (Years)

Agreement# _____

In witness whereof, the parties, intending to be legally bound, have executed this Agreement on the dates set forth below. (Landowner signature(s) also required on all agreements where the Operator is the Grantee)

LANDOWNER(S) SIGNATURE(S): _____ DATE: _____

OPERATOR(S) SIGNATURE(S): _____ DATE: _____

DISTRICT SIGNATURE: _____ DATE: _____

TITLE: _____