



VIRGINIA ASSOCIATION OF SOIL & WATER CONSERVATION DISTRICTS (VASWCD) & SOIL AND WATER CONSERVATION DISTRICT GRANT AGREEMENT:

Agreement Title: Mountain Valley Pipeline Mitigation

The Commonwealth of Virginia and Mountain Valley Pipeline, LLC (“MVP”) have entered into a Memorandum of Agreement for Mitigation of Virginia Forest Fragmentation Impacts of Mountain Valley Pipeline (“MVP MOA”) in connection with the construction of the proposed Mountain Valley Pipeline project, an approximately 488.3-kilometer (303.4-mi), 106.7-centimeter (42-in) diameter natural gas pipeline to be constructed in 17 counties in Virginia and West Virginia (the “MVP Project”).

The MVP MOA required MVP, respectively, to provide funding to certain identified public bodies and non-profit organizations, which funding is to be utilized to provide mitigation of the forest fragmentation impacts of the MVP Project. In light of the Virginia Association of Soil & Water Conservation Districts long history of successfully carrying out water quality projects throughout the Commonwealth, the Virginia Association of Soil and Water Conservation Districts (“VASWCD”) was identified as a recipient of “MVP Mitigation Funds” under the MVP MOA. VASWCD accepted those funds and has agreed to carry out mitigation activities.

MVP Mitigation Funds held by VASWCD shall be utilized solely for funding of water quality projects in the Soil and Water Conservation Districts that are impacted by the MVP Project. Those districts include: Pittsylvania, Skyline, Blue Ridge, and Mountain Castles. Through this letter the VASWCD enters into agreement with the local impacted SWCD to utilize the MVP Mitigation Funds, as allocated to the SWCD on Attachment A, to complete water quality improvement projects designed to improve water quality in such district, and thereby address the impact of the MVP Project on waterways in the Commonwealth.

VASWCD shall expend to the local Soil & Water Conservation District (SWCD) the MVP Mitigation Funds as indicated in Attachment A. Funds disbursed to the SWCD shall only be expended on the practices as outlined in Attachment B. If any SWCD refuses to accept this funding, the VASWCD may proportionally reallocate the funding to the remaining Soil and Water Conservation Districts impacted. The use of funds, made available through this Agreement by the VASWCD, as a match commitment for other funding opportunities the District may pursue, must be approved by the VASWCD in advance of any binding commitment entered by the District.

VASWCD requires the SWCD to employ BMP specifications and BMP lifespans consistent with the most recent DCR Virginia Agricultural Cost-Share (VACS) BMP Manual for eligible practices as outlined in Attachment B. VASWCD requires participating SWCDs to enter approved BMPs into the DCR Agricultural BMP Tracking System. Approval of BMP funding under this agreement shall be conditioned upon the ability of the SWCD and DCR to receive access to the property to inspect and verify proper BMP maintenance throughout the lifespan of each funded BMP.

VASWCD will require participating SWCDs to develop conservation plans prior to payments to agricultural producers for any BMPs funded by this agreement, subject to exception as outlined by the VAC Program Guidelines.

VASWCD will disburse cost share funding to the SWCD upon project completion (with administration and technical support funding to be disbursed as set forth below), prior to district payment to the producer, and upon confirmation that requirements as outlined in this Agreement are met. SWCD will complete the disbursement form and submit to the VASWCD. A disbursement form template is provided in Attachment C.

Participating SWCDs may not transfer funds received under this agreement to other SWCDs. Unexpended funds must be returned to the VASWCD for reallocation.

VASWCD shall provide eight percent (8%) of the MVP mitigation funds to each impacted SWCD that receives funding under this Agreement for administrative and technical support. MVP mitigation funds allotted for administrative and technical support will be provided to the impacted SWCD upon signature of this grant agreement. VASWCD shall expend to the local Soil & Water Conservation District (SWCD) the MVP Mitigation Funds designated for administrative and technical assistance support (referenced as “8% MVP TA”) as indicated in Attachment A.

VASWCD has also leveraged MVP Mitigation Funds with a Virginia Environmental Endowment (VEE) grant and secured additional “SWCD Technical Assistance Support” for impacted districts at the level of five percent (5%). VEE Technical Assistance funding will be expended over the course of three years to each impacted SWCD that receives funding under this Agreement. Allocation levels for supplemental Technical Assistance funding provided via VEE are indicated in Attachment A. Distribution schedule for VEE supplemental Technical Assistance funding is provided in Attachment A.

VASWCD must provide to the Commonwealth a regular report on its activities in administering the Mitigation Funds. VASWCD must also provide to Virginia Environmental Endowment regular activity reports and financial statements on its activities in administering grant funds provided to enhance SWCD technical assistance. Therefore, the local SWCD shall provide an interim progress report to the VASWCD. VASWCD may develop and provide guidance or a template progress report to the local SWCD for use. Interim progress reports should provide a summary of progress to date towards the objectives of the agreement or, as appropriate, since the last such report. These reports shall include a financial summary showing in detail how the SWCD has expended funds during the period. A summary of use of technical assistance funding shall be provided to also include explanation of any outreach events, stakeholder discussions, etc. These reports shall include a summary of all conservation practices obligated and implemented and acres/linear feet of the conservation practices as a result of the technical assistance provided. Interim progress and activity reports shall be submitted to the VASWCD on the following schedule:

- December 1, 2020
- May 1, 2021
- December 1, 2021
- May 1, 2022
- December 1, 2022
- May 1, 2023

Final report, financial statements, and project summary needs are due on or about May 1, 2023. The official grant period shall commence upon signature of this agreement and will expire on May 1, 2023 with submission of the final report, financial statements, and project summary. The SWCD shall recognize this schedule as the official grant period for obligating funding provided to the District under this agreement. VASWCD may provide an extension to the grant period. Should VASWCD provide such, the extension shall only become effective upon written approval by VASWCD and such approval shall be incorporated herein and

become a part of this agreement.

The District is expected to comply with generally accepted financial accounting principles; to modify existing accounting procedures to comply with the auditor recommendations; to abide by laws and standards applicable to employment of staff; to develop and comply with internal policies regarding Conflict of Interest that comport with State law; to develop and comply with internal policies regarding Freedom of Information Act requirements that comport with State law; and to operate under a system of reasonable, adequate internal controls that provide integrity to all facets of District management and delivery of programs and services for the public good. Expenditure of District funds, regardless of source, will be made without regard to any person’s race, color, religion, sex, age, national origin, handicap, or political affiliation.

The District agrees to retain all books, records, and other documents relative to this Agreement for three (3) fiscal years from the end of the grant period. The VASWCD, Department of Conservation & Recreation, and/or State auditors shall have full access to and the right to examine any of said materials during said period. All funds received by Districts are public funds and provisions of the Freedom of Information Act shall apply to financial records, unless otherwise specified within the Act or elsewhere in the *Code of Virginia*. Each District shall safeguard, provide accountability, and expend funds only for approved purposes

This Agreement is established in the spirit of a conservation partnership. Either party may terminate this Agreement with cause, upon sixty (60) days written notice to the other party. The District shall not obligate or expend funding awarded under this Agreement for services rendered or expenses incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for work completed prior to the effective date of termination and for curtailment of work under this Agreement. In the event of breach by either party of this Agreement, either party shall have the right immediately to rescind, revoke, or terminate the Agreement. In such event, either party will give written notice to the other specifying the manner in which the Agreement has been breached. When such a breach occurs, either party may be provided opportunity to correct the breach within sixty (60) days of receipt of the written notice. If acceptable corrections have not occurred by the close of that period, either party shall have the right to terminate this Agreement.

This agreement may be amended only with the written consent of both parties. In witness whereof the parties have caused this Agreement to be executed by the following duly authorized officials:

SOIL & WATER CONSERVATION DISTRICT

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

VIRGINIA ASSOCIATION OF SOIL & WATER CONSERVATION DISTRICTS

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A

ALLOCATION & DISBURSEMENT

I. ALLOCATION OF FUNDS

MVP Mitigation Funding provided by the VASWCD to the District, to be utilized solely for funding of water quality projects in the Soil and Water Conservation Districts impacted by the MVP Project per provisions as outlined, is addressed through this Agreement.

Cost share and technical assistance funds made available to the District are summarized as follows:

SWCD	Miles of Pipeline	%	Cost Share Funding Minus 8% TA	8% MVP TA	Total MVP MOA Allocation	VEE 5% TA Addition	Total TA - MVP & VEE	Total Allocation (TA & Cost Share) MVP & VEE
Skyline	40	37.38	\$1,284,388.79	\$111,685.98	\$1,396,074.77	\$69,803.74	\$181,489.72	\$1,465,878.51
Mountain Castles	1.7	1.59	\$54,586.52	\$4,746.65	\$59,333.18	\$2,966.66	\$7,713.31	\$62,299.84
Blue Ridge	45.8	42.8	\$1,470,625.16	\$127,880.45	\$1,598,505.61	\$79,925.28	\$207,805.73	\$1,678,430.89
Pittsylvania	19.5	18.22	\$626,139.53	\$54,446.92	\$680,586.45	\$34,029.32	\$88,476.24	\$714,615.77
Totals	107	99.99	\$3,435,740.00	\$298,760.00	\$3,734,500.00	\$186,725.00	\$485,485.00	\$3,921,225.00

The amounts set out above may be amended during the grant period only in accordance with the provisions of this Agreement.

II. DISBURSEMENT OF FUNDS

VASWCD shall provide eight percent (8%) of the MVP mitigation funds as indicated above to each impacted SWCD that receives funding under this Agreement for administrative and technical support upon signature of this grant agreement.

Distribution schedule for VEE supplemental Technical Assistance is as follows but is subject to revision by the VASWCD and VEE based on the SWCD speed of implementation of MVP Mitigation Cost Share Funding:

SWCD	BUDGET (5% TA)	DISTRIBUTION		
		Year 1 (FY21)	Year 2 (FY22)	Year 3 (FY23)
Skyline	\$69,803.74	\$23,267.91	\$23,267.91	\$23,267.91
Mountain Castles	\$2,996.66	\$2,996.66	\$0	\$0
Blue Ridge	\$79,925.28	\$26,641.76	\$26,641.76	\$26,641.76
Pittsylvania	\$34,029.32	\$17,014.66	\$17,014.66	\$0

VASWCD will disburse cost share funding, net of TA amounts that are funded separately as per this Attachment, to the SWCD upon project completion, prior to district payment to the producer, and upon confirmation that requirements as outlined in this Agreement are met. SWCD will complete the disbursement form and submit to the VASWCD. A disbursement form template is provided in Attachment C.

ATTACHMENT B

ELIGIBLE PRACTICES

VASWCD requires the SWCD to employ BMP specifications and BMP lifespans consistent with the most recent DCR Virginia Agricultural Cost-Share (VACS) BMP Manual. The local impacted SWCD shall utilize the MVP Mitigation Funds to complete water quality improvement projects designed to improve water quality in the District, and thereby address the impact of the MVP Project on waterways in the Commonwealth. Funds disbursed to the SWCD shall only be expended on the practices as outlined:

Practice Code	Practice Name	BMP Lifespan (Years)	Requires Nutrient Mgmt Plan?
FR-1	Afforestation of Crop, Hay and Pasture Land	Options: 10 or 15	No
FR-3	Woodland Buffer Filter Area	Options: 10 or 15	No
SE-1	Vegetative Stabilization of Marsh Fringe Areas	5	No
SL-1	Long Term Vegetative Cover on Cropland	Options: 5, 10 or 15	Yes
SL-3	Stripcropping Systems	5	Yes
SL-6N	Stream Exclusion with Narrow Width Buffer and Grazing Land Management	Options: 10 or 15	No
SL-6W	Stream Exclusion with Wide Width Buffer and Grazing Land Management	Options: 10 or 15	No
SL-7	Extension of Watering Systems	10	No
SL-11	Permanent Vegetative Cover on Critical Areas	5	No
SL-15A	Continuous High Residue Minimal Soil Disturbance Tillage System	5	Yes
SL-15B	Continuous No-Till Forage Production System	5	Yes
WP-1	Sediment Retention, Erosion or Water Control Structures	10	No
WP-2N	Stream Protection (Fencing with Narrow Width Buffer)	Options: 5 or 10	No
WP-2W	Stream Protection (Fencing with Wide Width Buffer)	Options: 5 or 10	No
WP-3	Sod Waterway	10	No
WP-4	Animal Waste Control Facilities	15	Yes
WP-4B	Dairy Loafing Lot Management System	15	Yes
WP-4C	Composter Facilities	15	Yes
WP-4FP	Feeding Pad	15	Yes
WP-4LC	Animal Waste Control Facility for Confined Livestock Operations	15	Yes
WP-4LL	Loafing Lot Management System with Manure Management (Excluding Bovine Dairy)	15	Yes
WP-4SF	Seasonal Feeding Facility with Attached Manure Storage	15	Yes
WQ-1	Grass Filter Strips	5	Yes

ATTACHMENT C

COST SHARE DISBURSEMENT FORM

VASWCD will disburse cost share funding to the SWCD upon project completion, prior to district payment to the producer, and upon confirmation that requirements as outlined in this Agreement are met. SWCD will complete the disbursement form and submit to the VASWCD. Template disbursement form shown below and will be provided in electronic format to the SWCD following signature of this Grant Agreement.



MVP Project Disbursement Request

Request Date:

District Name:

Submitted by:

Contract #:

Instance ID #:

Project Amount (to include all sources):

Disbursement Amount:

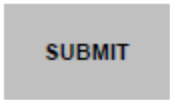
Piggyback with another source? Yes No

If you answered yes please list source:

Practice Codes:

Completion Date:

Certified Complete: Yes No



VASWCD Use Only: Check # _____ Amount \$ _____