

CHAPTER 9

GRADING AND EXCAVATING

Part 1

Clay Township Agreement with Lancaster County Conservation District

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Part 1

Clay Township Agreement with Lancaster
County Conservation District

§101. Title. This Part shall be known as and may be cited as Memorandum of Understanding between the Lancaster County Conservation District and Clay Township.
[Ord. 061002, 6/10/02]

§102. Conditions of Agreement.

a. The Lancaster County Conservation District pursuant to the terms of the Memorandum, will within the limits of its capabilities perform the following functions as more fully set forth in the Memorandum signed on April 11, 2005:
[Amended by Ord. 041105, 4/11/05]

- i. Furnish Municipal Officers information pertaining to soils and soil conservation BMPs (Best Management Practices); flood plain, watershed, and nutrient management; dirt and gravel roads maintenance; land application of biosolids; and dam safety and waterway management.
- ii. Review sedimentation and erosion plans for compliance.
- iii. Inform Clay Township when earth moving permits have been issued within the municipality.
- iv. Inspect earth moving activities.
- v. Provide information and written material to the public.
- vi. Educate the public.
- vii. Perform on-site investigations of certain complaints.
- viii. Review designs of proposed manure storage facilities and provide follow-up construction inspections.
- vix. Provide technical assistance and financial support, to the extent possible, for projects qualifying for the Dirt and Gravel Roads Program.
- x. Monitor for compliance all land permitted by DEP to receive application of biosolids.
- xi. Approve plans meeting Act 6 standards and monitor implementation of these plans.
- xii. Provide conservation planning and technical assistance to farmers.
- xiii. Administer certain provisions of the Dam Safety and Encroachments Act by educating and providing written

material to the public and performing on-site investigations in response to complaints of illegal water obstructions and encroachments.

- xiv. Assist municipal officers and citizens groups to form watershed associations.
 - xv. Provide Clay Township with current information regarding changes in regulations.
- b. Clay Township Municipal Officers, pursuant to the terms of the Memorandum, will within the limits of their capabilities perform the following functions (as more fully set forth in the Memorandum):
- i. Ensure that required erosion and sedimentation control plans are developed before issuance of a permit.
 - ii. Where required, ensure a NPDES permit has been obtained before issuance of a permit.
 - iii. Forward complaints regarding water pollution, soil erosion, animal waste, or the land application of biosolids to the Lancaster County Conservation District.
 - iv. Forward complaints regarding unlawful water obstruction in waterways and wetlands to the Lancaster County Conservation District.
 - v. Encourage soil and water conservation best management practices.
 - vi. Disseminate information to the public.
 - vii. Seek assistance from the Lancaster County Conservation District as needed.
 - viii. Encourage and support appropriate local watershed activities.
 - vix. Inform permit applicants of new or updated permit requirements or program information as the District provides it.
[added by Ord. 041105, 4/11/05]
 - vx. Consult with the Lancaster County Conservation District before referring or assigning any responsibilities to the District.
 - vxi. Municipal Officials and District will conduct training sessions for implementation of erosion and sedimentation control practices.
[added by Ord. 041105, 4/11/05]

[Ord. 061002, 6/10/02, §I]

§103. Duration of Agreement. The Memorandum will continue until terminated by the parties. The terms of the Memorandum will be reviewed by the parties as need arises. Either party may at anytime, upon sixty (60) days written notice, terminate, in whole or in part, the terms of the Memorandum. *[Ord. 06102, 6/10/02, §II; amended by Ord. 041105, 4/11/05]*

§104. Purpose. The purpose of this Ordinance adopting the Memorandum is to utilize the services and resources of the Lancaster County Conservation District and Clay Township to promote the conservation of our local natural resources and prevent duplication of services. Clay Township reserves the ultimate decision regarding all matters subject to its control under federal or state law or local ordinance. *[Ord. 061002, 6/10/02, §III]*

§105. Financing. The Memorandum does not involve financing. *[Ord. 061002, 6/10/02, §IV]*

§106. Organizational Structure. The Memorandum will be implemented through an informal organizational structure involving communication between employees and officials of Clay Township and the Lancaster County Conservation District as necessary to effectuate the purpose of the agreement. *[Ord. 061002, 6/10/02, §V]*

§107. Property. It is not anticipated that any real or personal property will be acquired, managed, licensed, or disposed of pursuant to the Memorandum. *[Ord. 061002, 6/10/02, §VI]*

§108. Employees. The Memorandum will not effect the ability of either signatory to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees. *[Ord. 061002, 6/10/02, §VIII]*

§109. Amendment. The Memorandum of Understanding signed by the parties on June 10, 2002 is hereby repealed, effective the effective date of this Ordinance. *[Added by Ord. 041105, 4/11/05, §IX]*

§110. Effective Date. Effective date shall be five days after adoption. *[Added by Ord. 041105, 4/11/05, §X]*