

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, BALTIMORE DISTRICT TIOGA-HAMMOND & COWANESQUE  
LAKES PROJECT  
AND  
FRIENDS OF TIOGA-HAMMOND AND COWANESQUE LAKES (FTHC)  
AND  
TIADAGHTON AUDUBON SOCIETY (TAS)  
AND  
PENNSYLVANIA GAME COMMISSION (PGC)  
AND  
SENECA RESOURCES  
AND  
WELLSBORO ELECTRIC COMPANY

THIS AGREEMENT, entered into the 25 day of April 2024, by and between the Department of the Army, U.S. Army Corps of Engineers Baltimore (hereinafter known as the “Government”), and the Friends of Tioga-Hammond and Cowanesque Lakes (hereinafter “FTHC”), Tiadaghton Audubon Society (hereinafter “TAS”), Pennsylvania Game Commission (hereinafter “PGC”), Seneca Resources, and the Wellsboro Electric Company. FTHC, TAS, PGC, Seneca Resources, and the Wellsboro Electric Company are identified as “Partners” in this agreement and are represented by directors, presidents, owners, or other designated representatives as identified following Article XI of this agreement.

WITNESSETH, THAT:

WHEREAS, the purpose of this partnership agreement is for the development of five unmanaged acres into a 3.5-acre native perennial pollinator field, a handicap-accessible interpretive nature trail with parking, and an enhancement of wildlife habitats within the Ives Run Recreation Area Railroad Grade Trail. The total estimated cost of the project to the U.S. Army Corps of Engineers and Partners listed herein amounts to \$59,900.

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project; and

WHEREAS, it is mutually beneficial to the Government and Partners to work cooperatively to develop this pollinator field, interpretive trail, and enhancement of habitat to provide recreational and environmental opportunities; and

WHEREAS, in order to assist the Government, the Partners have voluntarily agreed to make contributions, either financial and work in-kind; and

WHEREAS, the Government and the Partners have the full authority and capability to

perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this agreement; and

WHEREAS, work on the Project is expected to begin in April 2024, materials and supplies being provided shall be available prior to commencement of habitat development and enhancement. Completion of the project shall be no later than November 01, 2025.

NOW THEREFORE, the Government and the Partner agree as follows:

## ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the development of five unmanaged acres into a 3.5-acre native perennial pollinator field, handicap-accessible interpretive nature trail with parking, and an enhancement of wildlife habitat within the Ives Run Recreation Area, as generally described in Appendix A: "Challenge Partnership Financial Worksheet."

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the project. All costs are estimated in the "Challenge Partnership Financial Work Sheet."

c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using funds provided by the Partner, shall expeditiously construct the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide materials, supplies, labor, equipment, and professional services to assist in the development of the project as shown in the Challenge Partnership Financial Worksheet. The Government will provide oversight of the Project while ensuring all expectations are met. The materials, supplies, and labor provided by the Government for each phase of the project are as follows: Wildlife Habitat (lumber, metal posts, barrier guard wrap, and hardware), Pollinator Field (Pennsylvania native seed mix, grass/various seed mixes, hay, fertilizer, and lime), Herbicide Application Professional Services (herbicide spray mix and

application), Natural Trail and Parking Lots (rock, cement, landscape fabric, curb stops, rebar, hardware, paint), Interpretive Wayside Features (panels, panel design, fabrication, and shipping). The Government will also provide handheld tools and heavy equipment, including an operator to assist with in-house services to complete the Project. The Tioga-Hammond & Cowanesque Lakes Project Partnership value totals \$4,500 and the Handshake Partnership value totals \$25,000.

c. The Partners shall provide materials, supplies, volunteer labor, equipment use, and in-kind services to assist in the development of the Project as shown in the Challenge Partnership Financial Work Sheet. The \$3,500 in funding provided by Partners, PGC will be for the purchase of habitat structures for various wildlife species and the \$5,000 in funding by Partners, Seneca Resources will be for the purchase of additional stone, cement, lumber, and fabric needed to assist with costs for the parking lots, nature trail, and interpretive way-side panel installation. Equipment, material, supplies, and in-kind services will be provided by Partners, PGC for operation of their owned equipment for clearing the unmanaged field, and developing the pollinator field, nature trail, parking lot(s), and habitat structures. Equipment, material, supplies, and in-kind services will be provided by Partners, Wellsboro Electric for utility poles with a value of \$1,800 and installation for placement of habitat structures. Volunteer services will be provided by partners, Seneca Resources, FTTC and TAS for assistance with the habitat structures installation, development of natural trail and parking lots, and general grounds work for the Project to be completed.

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b. and c. of this Article.

e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

### ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of total project costs, and of the Partner's contribution required in accordance with Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$59,900. and the Partner's contribution required under Article II.b. of this Agreement is projected to be \$30,400. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. The Partners shall provide services required under Article II c. of this Agreements based on funding and/or volunteer availability.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partners with the results of the final

accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

#### ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

#### ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partners each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

#### ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### ARTICLE VIII - INDEMNIFICATION

The Partner shall hold and save the Government free from all damages arising from

services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partner, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner elects to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

#### ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner:            Partnership Organization 1  
Friends of Tioga-Hammond & Cowanesque Lakes  
President, Ms. Kiley Birgensmith  
P.O. Box 451 Wellsboro, PA 16901

Partnership Organization 2  
Tiadaghton Audubon Society  
President, Elizabeth Kreger  
PO Box 605 Wellsboro, PA 16901

Partnership Organization 3  
Pennsylvania Game Commission  
Officer, Rodney Mee  
Northcentral Regional Office  
1566 South Route 44 Highway  
Jersey Shore, PA 17740

Partnership Organization 4  
Seneca Resources  
District Production Superintendent, Mr. Jim Westbrook  
2000 Westinghouse Dr  
Cranberry Township, PA 16066

Partnership Organization 5  
Wellsboro Electric  
President, Mr. Barney Farnsworth Jr.  
33 Austin Street  
Wellsboro, PA 16901

If to the Government: Tioga-Hammond & Cowanesque Lakes Project  
U.S. Army Corps of Engineers District, Baltimore  
710 Ives Run Lane  
Tioga, PA 16946

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

#### ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed.

**The Department of the Army**

BY: \_\_\_\_\_  
Esther S. Pinchasin  
Colonel, U.S. Army Commander and District Engineer  
Baltimore District, U.S. Army Corps of Engineers

DATE: 25 April 2024

**Friends of Tioga-Hammond & Cowanesque Lakes**

BY: Kiley Birgensmith  
President, Kiley Birgensmith

DATE: 3/19/2024

**Tiadahton Audubon Society**

BY: Elizabeth Kreger  
President, Elizabeth Kreger

DATE: 3/29/2024

**Pennsylvania Game Commission**

BY: Rodney P. Mee  
Officer, Rodney Mee

DATE: 3/15/2024

**Seneca Resources**

BY: [Signature]  
Production Superintendent, Jim Westbrook

BC DATE: 4/2/24

**Wellsboro Electric**

BY: Barney Farnsworth Jr.  
President, Mr. Barney Farnsworth Jr.

DATE: 3/15/2024

## Appendix A: Challenge Partnership Financial Work Sheet

Corps Project Name: Tioga-Hammond & Cowanesque Lakes Project  
Work Project Title: Native Pollinator Field and Nature Trail with Habitat Restoration and Wildlife Enhancement  
POC Name: Lead Park Ranger Molly Wilson  
Address: 710 Ives Run City: Tioga State: PA Zip Code: 16946  
Telephone: 570 - 835 - 0112 x  
Email: molly.a.wilson@usace.army.mil  
Location on Project: Ives Run Recreation Area, Railroad Grade Trail

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Partner Organization 1: Friends of Tioga-Hammond & Cowanesque Lakes  
POC Name: Kiley Birgensmith  
Address: PO Box 451 City: Wellsboro State: PA Zip Code: 16901  
Telephone: 570 - 418 - 3978 x  
Email: kiley.birgensmith@gmail.com

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Partner Organization 2: Tiadaghton Audubon Society  
POC Name: Elizabeth Kreger  
Address: PO Box 605 City: Wellsboro State: PA Zip Code: 16901  
Telephone: 570 - 439 - 2718 x  
Email: evkbio@gmail.com

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Partner Organization 3: Pennsylvania Game Commission  
POC Name: Rodney Mee  
Address: 1566 South Route 44 Highway City: Jersey Shore State: PA Zip Code: 17740  
Telephone: 570 - 660 - 9412 x  
Email: rmee@pa.gov

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Partner Organization 4: Seneca Resources  
POC Name: Jim Westbrook  
Address: Suite 400 2000 Westinghouse Drive City: Cranberry State: PA Zip Code: 16066  
Telephone: 814 - 715 - 6045 x  
Email: westbrookJ@srcx.com

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Partner Organization 5: Wellsboro Electric  
POC Name: Barney Farnsworth  
Address: 33 Austin Street City: Wellsboro State: PA Zip Code: 16901  
Telephone: 570 - 724 - 6701 x  
Email: [barneyf@ctenterprises.org](mailto:barneyf@ctenterprises.org)

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Proposed start date of work: April 01, 2024

Simple description of work to be accomplished through the partnership: The PGC will supply manpower, equipment, and expertise to transform the unmanaged field into a pollinator field that benefits numerous insects and wildlife species. They will also contribute a majority of the wildlife habitat structures including those for kestrel, bluebird, bat, bee, barred owl, barn owl, and wood duck. The Handshake funding will provide the upfront costs for supplies/materials & services as follows: herbicide application for invasive species control, pollinator native seed mix, lime, fertilizer, rock, interpretive way-side panels, landscape fabric, lumber, and



hardware (\$25,000). The Tioga-Hammond & Cowanesque Lakes Project will provide project labor oversight, operation of equipment for parking lots and trails, and materials and supplies for installation of habitat structures (\$4,500). The Wellsboro Electric Company will supply and install three utility poles for use in wildlife habitats, primarily for bird and bat species. TAS & FTHC will provide labor for the preparation and installation of the nature trail, parking lot, bluebird boxes, and wildlife habitat structures. The TAS and PGC will monitor the wildlife habitats for data collection and routine maintenance purposes. Lastly, Seneca Resources will be providing a variety of materials, such as lumber and/or rock, and labor to complete the development of the parking lot(s), nature trail, and installation of wildlife habitat structures and interpretive way-side panels. Partnership value, including volunteer labor (\$6,000), in-kind services (\$7,100), equipment (\$7,000), and materials and supplies (\$10,300), will total an estimated amount of \$30,400, not including Handshake funding.

#### Handshake Funding Cost Breakdown:

##### Wildlife Habitat

- Materials – lumber, posts, barrier wrap, hardware - \$2,000

##### Pollinator Field

- Pollinator native seed mix, fertilizer, lime - \$2,500

##### Herbicide Application

- Professional application services - \$1,500

##### Nature Trail & Parking Lot(s)

- Materials – rock, landscape fabric, curb stops, rebar, hardware - \$12,500

##### Interpretive Wayside Panels

- Panel design, fabrication, framing, and shipping (4 total) - \$6,500

Total: \$25,000

	Local Corps Office	Handshake Funds	PGC	Tiadaghton Audubon Society	Seneca Resources	Wellsboro Electric
Salaries	\$1,500	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$1,000	\$23,500	\$3,500	\$0	\$5,000	\$1,800
Equipment Use	\$2,000	\$0	\$6,500	\$0	\$0	\$500
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$1,000	\$3,500	\$0
In-Kind Services	N/A	N/A	\$6,500	\$0	\$0	\$600
Other (explain below)	\$0	\$1,500	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$4,500</b>	<b>\$25,000</b>	<b>\$16,500</b>	<b>\$1,000</b>	<b>\$8,500</b>	<b>\$2,900</b>
<b>Share of Total Cost</b>	7.5%	41.7%	27.5%	1.7%	14.2%	4.8%
	49.2%					

	Friends of THC	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$1,500	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Share of Total Cost</b>	2.5%	0.0%	0.0%	0.0%	0.0%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$1,500
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$34,800
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$9,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$6,000
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$7,100
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$1,500
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$59,900</b>
<b>Share of Total Cost</b>	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations: Handshake Funds "other" \$1,500 is for Herbicide Application Professional Services