

West Polk SWCD Cost Share Program Policy

Effective Date: 01/16/2024

Approval: Committee Resolution #24-01

Policy Statement

The West Polk SWCD Cost Share Program Policy was created to provide funds to land occupiers/owners to share the cost of installation of practices identified in current Comprehensive Local Watershed Management Plans such as: Red Lake River One Watershed One Plan, Middle-Snake-Tamarac River One Watershed One Plan, Wild Rice-Marsh One Watershed One Plan, and the Sand Hill River One Watershed One Plan.

The purpose of this policy is to provide clear guidelines for West Polk's Conservation Contract Cost Share, Wildlife Planting Cost Share, District Cost Share and State Cost Share funds allocated to the West Polk SWCD for the implementation of soil and water conservation practices.

1. Eligible and Ineligible Activities

Practice Standards. Practices will be consistent with the Natural Resource Conservation Service (NRCS) Field Office Technical Guide (FOTG) practice standards or the West Polk Soil Health Incentive Program (WPSHIP) policy/practice standards or the West Polk Wildlife Planting Program (WPWPP) policy/practice standards, or professionally accepted engineering practices. Design standards for practices will include specifications for operation and maintenance for the life of the practice, including an inspection schedule and procedure.

Effective Life. Practices will be designed and maintained for a minimum effective life of:

- installation of cover crops (WPSHIP)
 - annually (1) year
- installation of structural practices or well decommissioning (NRCS FOTG)
 - ten (10-15) years
- installation of conservation cover (wildlife tree plantings, pollinator plantings) (NRCS FOTG/WPWPP)
 - fifteen (15) or twenty (20) years

1.2. Ineligible Components. Payments for ongoing maintenance, writing of conservation plans, payments for crop damage during construction, payments for easements, and payments for back-flow preventing flap gates. Ineligible components are those not included in the approved practice design specifications.

1.3. Practices where runoff or sediment from the contributing watershed prevent the practice from achieving the intended purpose with normal operation and maintenance are ineligible.

2. Technical Assistance Provider(s)

To ensure long-term public benefit of constructed projects, the designated technical assistance provider(s) will have the appropriate technical expertise, skills, and training for their assigned role(s).

- 2.1. **Licensed Professional Engineer.** Technical assistance for this program may be provided by the Pennington SWCD Engineers, County Engineers, NRCS Engineers, or another licensed professional engineer.
- 2.2. **NRCS Job Approval Authority (JAA).** Technical assistance for this program may also be provided by SWCD or NRCS technical staff with NRCS Job Approval Authority for practice investigation, design, and construction of the applicable practice. Staff credentials can be viewed at their respective offices.
- 2.3. **Local Expertise.** Local SWCD staff that do not have JAA may have the expertise, skills, and training to identify practice needs, survey, design, and inspect practices. In these cases, staff with JAA or a Professional Engineer (structures) must sign off on the practice design and the certification.

3. Financial Assistance to Land Occupiers/Owners

Financial assistance will be calculated by the percent of the installation cost that may be provided to a land occupier for materials and labor necessary to install the practice.

- 3.1. **Incentive Rates.** Rates represent a payment that incentivizes a land operator to begin implementing cover crops in their farming operation. Cover crops are unharvested crops of grasses, legumes, brassicas, or other broadleaf species grown primarily for erosion control, soil improvement and nutrient management.

3.1.1. Incentive rate per acre:

- Single species: \$20.00
- Multiple species: \$40.00 (must include 3 species with at least one broadleaf)
- Research cooperation: \$25.00 for treatment (seeded) acres.
 - Acreage cap: Up to 80 ac. per farm (20 ac. minimum)
 - Reenrollment: Contracts expire after the first year.
 - Eligible acres: Preference may be given to areas with resource concerns. (Salinity, compaction, erosion, prepile ground, weed pressure)
 - Time of payment: Full payment will be made in the summer after successfully completing the practice.

- 3.2. **Maximum percent based on receipts or invoices – Structural Practices/Well Decommissioning.** The maximum cost share rate utilizing state grant funds may be up to (90%) of the structural practice cost. The maximum cost share rate utilizing state grant funds may be up to (90% or up to \$900/well) of the well decommissioning practice cost. State and non-state funds combined may not exceed 100%.

- 3.3. **Maximum percent based on receipts or invoice – Conservation Cover.** The maximum cost share rate utilizing state grant funds may be up to (75%) of the installation cost. State and non-state funds combined may not exceed 100%.

3.3.1. **Non-state contributions.** A land occupier may provide the remainder of the local share of the implementation cost through in-kind services, or non-state funds.

3.3.2. **Maximum in-kind rates.** Maximum rates for in-kind services will consider the average charge as listed in the most current Farm Custom Rate Survey.

4. Contracts with Land Occupiers/Owners

The West Polk SWCD has the authority and responsibility to approve expenditures of state grant funds. These funds will be expended according to the current Comprehensive Local Water Management Plans.

- 4.1. **Cost Share Contract.** A contract between the SWCD where the practice(s) is located and land occupier(s) receiving cost share funds will be used to provide a legal standing to ensure practices are installed and maintained according to approved standards and specifications.
- 4.2. **Land Occupier.** Land occupier means a person, corporation, or legal entity that holds title to or is in possession of land as an owner, lessee, tenant, or otherwise. If the land occupier is not the landowner, the landowner must also sign the contract or have an alternative agreement with the land occupier prior to contract approval. Another option is a contract with the ditch authority and several individual landowners along a ditch system under each contract. The individual landowners will agree to the practice being installed on their property by either signing a group project addendum or other alternative agreement with the ditch authority.
- 4.3. **Contract Timeframe.** Execution and completion of a contract with a land occupier/owner must be within the grant period. Contracts not completed within the period of the grant agreement must be cancelled unless the grant agreement has been extended and the contract has been extended such that the contract timeframe is within the amended grant.
- 4.4. **Contract Approval.** The West Polk SWCD Board will approve or deny the contract. West Polk SWCD staff have the authority for contract approval on identified practices. The action taken must be documented in the Board's meeting minutes and the contract must be signed by the Board Chair or Delegated Representative. Notification of cost-sharing contract approval will be sent by West Polk SWCD to the contract holder.

5. Practice Sign-off and Payment

Prior to payment, the designated technical assistance provider must attest that the practice was properly installed and completed according to the plans and specifications, including technically approved modifications, and that the voucher is accurate.

- 5.1. **Reimbursement.** Land occupiers must incur all expenses for project implementation and provide invoices or copies of paid receipts to verify all expenses prior to requesting reimbursement. A completed and approved payment voucher form is required for all payments.
- 5.2. **Partial Payments.** Partial payments are allowed. Prior to authorization for partial payment, the designated technical representative must attest that the request for partial payment has merit, the payment request is equal to or less than the percent of construction that is complete, and that the project will still be completed within the contract timeline.
- 5.3. **Project Review.** After receiving a request for final reimbursement, the designated technical service provider must review the as-built plan, vouchers, and invoices or copies of paid receipts submitted by the land occupier for completion and technical approval. Payment will be made by West Polk SWCD upon completion of the project/practice and payment voucher.
- 5.4. **Final Plans.** One copy of the final approved plan must be given to the land occupier and one copy retained with the project file located in West Polk SWCD office.

6. Post-Construction and Follow-Up Activities

Identifying operation and maintenance activities specific to the installed practices is critical to ongoing performance of installed practices as well as to planning and scheduling those activities. Scheduled site inspections by qualified staff are necessary to ensure operation and maintenance has been taking place.

Operation and Maintenance Plan (Engineering). The designated technical service provider must prepare an operation and maintenance plan specific to each contract. The operation and maintenance plan must detail the maintenance activities that are likely to be needed, specify how and when to accomplish them, and identify the inspection schedule. The plan will be prepared and reviewed with the land occupier before installation of the practice begins.

- 6.1. **Inspections.** The designated technical service provider shall ensure that the operation and maintenance plan is being followed and the practice(s) have not been altered or removed by conducting periodic site inspections as identified in the operation and maintenance plan. Inspections will verify that all components of the practice remain in place and are in good repair, identify repairs necessary in accordance with the operation and maintenance plan, and identify further assessment or action needed, if necessary, repairs are beyond the scope of the operation and maintenance plan.
- 6.2. **Failure to Maintain Practices.** Should the land occupier fail to maintain the practices during their effective life according to the operation and maintenance plan, the land occupier/owner is liable to West Polk SWCD for up to one hundred fifty percent (150%) of the financial assistance received to install the practice. Funds received by West Polk SWCD from a land occupier who has failed to maintain a practice must be transferred to West Polk SWCD within thirty (30) days.