

# Hubbard County Soil and Water Conservation SWCD Cost Share Policies

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## INTRODUCTION

The Hubbard SWCD is tasked with protecting and improving the soil and water resources within Hubbard County. To accomplish this, the Hubbard SWCD seeks and receives funds to implement voluntary conservation practices with private and public individuals and entities. The SWCD administers and implements a variety of state, federal, and local grants/programs with the goal of protecting, enhancing, or restoring various water, soil, and natural resources. Approved practices may include, but are not limited to, activities that:

Control nutrient runoff	Control gully, rill, or sheet erosion
Stabilize critical erosive areas	Protect shoreland from erosion
Divert runoff to protect and improve water quality	Control stormwater runoff
Reduce wind erosion	Protect or improve surface and groundwater quality

## GENERAL POLICIES APPLIED TO ALL COST-SHARE PROGRAMS

1. SWCD Board approval is required for all funding program contracts and project payment requests.
2. All funding programs are subject to fund availability and may be discontinued or subject to program policy revisions by the Board.
3. The number of contracts approved may be limited by the amount of funding, staff time available, and targeting and prioritization efforts. The Board reserves the right to modify funding amounts or percentages at their discretion.
4. The SWCD Board may consider compliance with the terms of a previous or existing SWCD or

USDA cost-share contract as a prerequisite to entering into a subsequent cost-share contract with an applicant.

5. The SWCD's goal is to fund voluntary conservation projects. Projects addressing violations of local ordinances and or state rules/laws are not eligible for cost-share funding.
  1. Portions of a project may be eligible for funding if that portion is voluntary and exceeds regulatory requirements.
6. The applicant is responsible for the operation and maintenance based on the effective life of the practice.
7. If USDA project funds or technical assistance are being used on a joint project, the applicant must sign a Freedom of Information Act release form that allows the SWCD access to applicable information within the applicant's project case file to be eligible for SWCD funds.
8. The SWCD will require the land occupier/landowner to sign a Tennessee warning notification as part of the cost-share contract process.
9. If the practice has failed before the contract's life due to improper maintenance as required, the applicant will be responsible for the necessary repairs. If the Land Occupier/Landowner decides not to repair the practice, see the noncompliance section.
10. If the title to the land where the practice is installed is transferred to another party before the expiration of the life of the cost-share contract, it shall be the responsibility of the Land Occupier/Landowner who signed the contract to sign an updated cost-share contract to notify the SWCD of the change in ownership. The new Land Occupier/Landowner will then be responsible for the contract's implementation until its expiration.
11. . The current inspection schedule includes:
  - a. Compliance inspections at years 1, 3, and 9 for typical projects under a 10-year contract.
  - b. Annual compliance inspections for projects with an installation cost of over \$50,000.
12. For projects using state funds, additional specific requirements may apply, including but not limited to Minnesota prevailing wage, BWSR Native Vegetation Establishment and Enhancement Guidelines,

and project signage requirements.

### **STAFF CREDENTIALS**

1. The SWCD will ensure staff has the necessary skills and training to install and maintain projects according to established standards including, but not limited to, the most current: NRCS Field Office Technical Guide, Minnesota Pollution Control Agency (MPCA) Stormwater Manual, MPCA Protecting Water Quality in Urban Areas, NPDES General Stormwater Permit for Construction Activity, Minnesota Urban Small Sites Best Management Practice (BMP) Manual, Minnesota Department of Agricultural BMP Handbook for Minnesota, BWSR Native Vegetation Establishment and Enhancement Guidelines, Minnesota Department of Health Well Sealing Guidelines, and applicable local, state and federal regulations. Building credentials and maintaining or seeking certifications to retain knowledgeable staff is the SWCD's high priority.
2. When professional engineering is required, or specific conservation practices require expertise above current technical capacity, the SWCD will utilize outside professional engineers or staff from private consulting firms, Hubbard County, municipalities, BWSR, or the USDA  
- Natural Resources Conservation Service (NRCS).

### **PROJECT DEVELOPMENT**

13. The Land Occupier/Landowner and applicant shall allow SWCD staff access to the property at reasonable times for which the installed conservation practice is located during the contract's life. The installed practice will be subject to periodic inspections by SWCD Staff. SWCD Technical Standards include, but are not limited to, the most current: USDA Field Office Technical Guide, Minnesota Pollution Control Agency (MPCA) Stormwater Manual, MPCA Protecting Water Quality in Urban Areas, NPDES General Stormwater Permit for Construction Activity, Minnesota Urban Small Sites Best Management Practice (BMP) Manual, Minnesota Department of Agricultural BMP Handbook for Minnesota, BWSR Native Vegetation Establishment and Enhancement Guidelines, Minnesota Department of Health Well Sealing Guidelines, and applicable local, state and federal regulations.
14. The applicant may be requested to obtain two quotes or more for the proposed conservation work before the SWCD Board approves the cost-share contract.

### **APPLICATION/CONTRACT**

1. Applicants are responsible for submitting application forms, project plans, and cost estimates as requested by the SWCD in sufficient detail for the SWCD to complete its review.
2. For projects where construction will occur on adjacent properties or the project will impound water on

adjacent properties not owned by the applicant, all affected Land Occupiers/Landowners must sign the group addendum. A division of payment schedule, agreed to by all Land Occupiers/Landowners, must be attached to the addendum.

3. The board may authorize an assignment of payment or add a co-payee for approved cost-share payments.
4. The application deadlines for individual programs may vary and may be extended at the SWCD Board's discretion.
  - a. Unapproved applications may be resubmitted for review in the following rounds within the calendar year.
5. SWCD Staff will prioritize applications based on comprehensive water/watershed management plan priorities, scoring and ranking processes, local and state priorities, and other relevant plans.
6. SWCD Staff shall provide a funding recommendation for each application submitted to the SWCD Board. The SWCD reserves the right to review projects by committee if deemed appropriate.
7. The funding amount will not exceed the amount specified on the original cost-share contract unless the applicant obtains a SWCD Board-approved contract amendment to increase funding amounts before project completion. The SWCD Staff shall evaluate contract amendments on a case-by-case basis.
8. Upon approval by the SWCD Board, the applicant will receive a letter with a copy of the executed cost-share contract stating details of the practice that has been approved, the funding amount, the schedule to start and complete the project, and a copy of the Operations and Maintenance Plan.

#### **MATCH OR IN-KIND RATES**

1. The value of donated time by Land Occupiers/Landowners or others is eligible as a match for grants implemented by the SWCD, subject to restrictions imposed by the funding entity. When eligible, the SWCD will value donated time and services subject to the following conditions:
  - a. The value of volunteer time will be based on the activities necessary to accomplish the conservation project.
  - b. The SWCD will adopt the average rates shown on the most recent Iowa State University

Extension [Farm Custom Rate Survey](#) or Minnesota State University Extension for all in-kind reimbursement.

- c. Professional services donated for the conservation project implementation can use customary or actual rates based on documentation.
- d. The SWCD will adopt Minnesota's volunteer annual rate based on the Independent Sector website [http://independentsector.org/volunteer\\_time](http://independentsector.org/volunteer_time). An in-kind rate will be added annually to the SWCD rates schedule.

### **PERCENTAGE COST-SHARE RATES FOR STRUCTURAL & ECOLOGICAL PRACTICES**

1. The standard cost-share rate is 50 percent of the reasonable eligible practice cost. The SWCD Board can deem up to 75 percent of the eligible reasonable cost for larger, more complex projects or due to the Land Occupier/Landowner's financial situation.
2. Utilizing state and federal funds for a project will be considered case-by-case by the SWCD staff. If multiple funding sources are approved, payment amounts from combined state, local, and federal sources shall not exceed the maximum cost-share rate of 100 percent.
3. The minimum state cost-share to be approved for a project (excluding unused well sealing) will be \$1,000. There will be no maximum limit for BMPs, but it will be based on available funds.
4. If the Land Occupier/Landowner fails to maintain the practice during the practice duration, see noncompliance section.

### **DELEGATION**

1. The SWCD Board delegates the signing of all State grant contracts/agreements or reports to the SWCD Manager. Applicant contracts for installing conservation practices and supporting project documents will be identified on the agenda. The SWCD Board delegates the District Manager to sign off on all vouchers.
2. The SWCD Board designates existing staff with a technical background and knowledge of conservation practices to conduct and sign off on follow-up compliance inspections for projects currently under contract. See the noncompliance section for more details.

### **TECHNICAL/ENGINEERING ASSISTANCE**

1. The Hubbard SWCD has funds to assist in paying for eligible Technical Engineering Assistance.
2. The amount of funds available may vary from year to year.
3. Funding of eligible Technical Engineering Assistance will be subject to SWCD priorities.
4. The SWCD Board will review the amount of funding available and set the funding allocation for Technical Engineering Assistance.

- a. Funding rate may be dependent on grant requirements and SWCD Priorities.

## **REQUESTING ENGINEERING ASSISTANCE**

1. The Land Occupier/Landowner must follow the site visit process. See the current fee schedule for the procedure.
2. Staff must visit the Land Occupier/Landowner site before referring the Land Occupier/Landowners to the engineering services. Staff will only refer Land Occupiers/Landowners if they think the conservation practices need to be engineered by a professional engineer.
3. All funding will be available on a first-come, first-served basis. Once funding is gone, Land occupiers/Landowners must wait until the next allocation round.
4. Once staff have visited the site, they will contact engineering services to visit the site and provide recommendations on what work to do.
5. The Land Occupier/Landowner must pay the engineering fee before the consultant engineer starts the survey and design (See SWCD Fee Schedule)—a one-time payment per project. If multiple Land Occupiers/Landowners are considering one project, the SWCD will determine if a group of Land Occupiers/Landowners can split up the fee. This will be a case-by-case determination. No refunds will be granted.
6. The SWCD will pay for the engineering service directly through a contract with the consultant firm. The consultant will give an estimated price for each engineered plan or service. Once the Land Occupier/Landowner has reached the stated engineering service cap, the Land Occupier/Landowner will be responsible for paying for additional hours or services needed to complete the plan or service. This cap will be given to the Land Occupier/Landowner up front to sign and agree to the service and the scope of work. The SWCD staff will keep the signed document and provide a signed copy to the Land Occupier/Landowner.
7. Once the design is completed, the Land Occupier/Landowner must follow the above cost-share policy.

## **PROJECT IMPLEMENTATION**

1. SWCD staff will participate in a pre-construction meeting with the contractor and other associates if needed. SWCD staff shall be available to the applicant during construction to answer questions, document installations, and provide general construction observations to inform the applicant of non-compliant project components or conditions.
2. Unless otherwise approved by the SWCD Board, a portion of a project becomes ineligible for funding if construction begins on that portion before a cost-share contract has been approved.
3. The project must be completed in compliance with the terms and conditions of the cost-share program contract and maintained in compliance with the OMP.
4. The applicant is responsible for completing the project installation before the project installation

deadline listed on the cost-share contract. If a deadline extension is required to complete the project, the applicant must make the request no less than 30 days before the project installation deadline.

5. The entire practice shall be installed according to design requirements, including seeding, mulching, erosion control blankets, or other materials. Any changes from the approved design requirements shall be agreed to in writing before practice certification.

### **REIMBURSEMENT**

1. The SWCD Staff, with the proper technical approval authority, shall verify that the practice is complete and meets standards and specifications before final payment. The Land Occupier/Landowner/applicant is responsible for paying, in total, all receipts and invoices directly to the contractor or vendor unless the SWCD Board authorizes the SWCD to pay the contractor now due to a large-scale project or other circumstances.
2. The applicant must submit invoices or receipts of actual costs in sufficient detail for the SWCD's review. Requests for reimbursement shall include a Voucher and Practice Certification Summary Form submitted at least one week before the SWCD Board Meeting.
3. The SWCD Board will make a one-time cost share reimbursement payment upon certification that the project has been installed and completed to specifications.
4. The SWCD Board will consider partial payments on a case-by-case basis.

### **NONCOMPLIANCE**

After learning of potential non-compliance, the SWCD will:

1. Review applicable laws and rules.
2. Review project file contents, contract, and OMP.
3. Conduct on-site investigation, take pictures, and complete a site inspection form.
4. Interview the Land Occupier/Landowner.
5. If it is determined that the Land Occupier/Landowner is compliant, the SWCD Staff will document this decision, and no corrective action is needed.
6. If it is determined that the Land Occupier/Landowner is not compliant, the SWCD Staff will present their findings and corrective action plan to the SWCD Board.
7. If the SWCD Board agrees that a non-compliance condition exists, corrective action will be completed and sent to the Land Occupier/Landowner via registered mail. The disciplinary action will

refer to why the practice is not in compliance, specify what the Land Occupier/Landowner must do to correct the situation, and give deadlines for corrective action.

8. If the SWCD Board disagrees that a non-compliance condition exists, it will be documented, and no corrective action plan is needed.
  - a. The SWCD staff will follow up to ensure the Land Occupier/Landowner completes corrective action in the time allotted.
9. If the Land Occupier/Landowner fails to maintain the practice during the practice's effective life, the Land Occupier/Landowner is liable to the SWCD for the amount up to 150 percent of the amount of financial assistance received to install and establish the practices (s) unless the failure was caused by reasons beyond the Land Occupier/Landowner's control, or if conservation practices are applied at the Land Occupier/Landowner's expense that provides equivalent protection of the soil and water resources.
  - a. The noncompliant Land Occupier/Landowner will not be eligible for cost-share funds. Once the Land Occupier/Landowner is in compliance the SWCD will review future cost-share applications on a case-by-case basis.
  - b. If the Land Occupier/Landowner fails to implement the corrective action plan, the Land Occupier/Landowner will be considered in a "violation" status.
  - c. The SWCD Staff will contact the County Attorney for advice and direction on handling the matter per the contract. The SWCD Staff will contact BWSR or state agencies about the specific circumstance.