

# Centennial Clean Water / 319 Funds

## 2018-2021 APPLICATION AND AGREEMENT

### for COST-SHARING ASSISTANCE

**Section 1. Landowner/Cooperator**

Landowner/Cooperator \_\_\_\_\_

Phone Number \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**Section 2. Environmental quality problems; proposed Best Management Practices (BMP); and environmental benefits expected** *(attach additional sheets if needed)*

**A. DESCRIPTION AND LOCATION OF ENVIRONMENTAL QUALITY PROBLEM(S).** *Please include a legal description of the property where environmental quality problem(s) are located and where needed BMP(s) will be installed. Please also include maps and photos of site(s)*

The Direct Seed project is located in the Lincoln County Conservation District in \_\_\_\_\_(Section) \_\_\_\_\_(Township) \_\_\_\_\_ (Range). The project is located in the \_\_\_\_\_River watershed. The 200 acres (maximum) has the potential to be out of compliance with the Clean Water Act by non-point pollution. The best management practice that would allow the property to reduce erosion and bring it back into compliance would be using the direct seed system of farming.

The environmental benefit of using the direct seed system on this farm will be an improvement in the water quality. This outcome is expected as a reduction in land erosion will decrease the amount of nutrients entering creeks and streams. Immediate impacts are also expected to improve air quality and wildlife habits.

In the Pacific Northwest, the greatest danger of soil eroding from crop fields occurs during the winter season. Conventionally-tilled fields have a high probability to erode when heavy rains occur on frozen soil or when a warm weather system melts snow creating a severe erosion event. In events such as these, conventionally-tilled fields can lose forty to sixty tons per acre in a short time. As the soil is eroded, nutrients stored in the soil erode with the sediment and pollute the streams and creeks. When the direct seed system is used, the soil loss can be reduced to less than one ton per acre with little soil and nutrient loss.

**B. BEST MANAGEMENT PRACTICES (BMP) OR CONSERVATION PRACTICES NEEDED TO CORRECT THE IDENTIFIED ENVIRONMENTAL QUALITY PROBLEM(S) AND FOR WHICH COST-SHARING ASSISTANCE IS REQUESTED. PRACTICES SHOULD BE IN ORDER OF LOGICAL IMPLEMENTATION.**

The BMP is the Direct Seed System - either one pass or two passes when seeding into direct seed fallow. The cooperators rotation during the time of the contract can range from annual cropping to direct seed fallow followed by a spring crop in the next rotation. When following this rotation, the grower may utilize a fall chisel/fertilizer on no less than a 12-inch spacing followed in the spring by fertilizing, contour harrowing, and then seeding. The cooperator may re-crop after a direct seed fallow or a harvested crop using the direct seed or two-pass system. A cooperator may harrow to distribute chaff and straw in the fall of the year. In the event of soil crusting after seeding either in the spring or fall, a harrow or other light equipment may be used to prevent loss of the crop by breaking up the crust layer. The light harrow or a roller are not considered tillage equipment.

**C. DESCRIPTION OF ENVIRONMENTAL QUALITY BENEFITS THAT ARE EXPECTED TO BE PRODUCED BY THE PRACTICES INSTALLED.**

The \_\_\_\_\_ watershed also has a large soil erosion problem from agricultural run-off. As a result, Total Suspended Solids (TSS) and Turbidity are very high in the winter and spring when many tons of soils are washed down tributaries into the river. This may be the most significant non-pollution problem in the watershed, but there are no listings because of the difficulty of establishing baseline data. Most producers are still using traditional (or conventional) tillage practices to produce crops. These practices significantly disturb the soil. As a consequence, soils erode from the fields and into streams and rivers. The purpose of this grant is to promote the use of direct seed technologies which significantly reduce soil disturbance by creating a cost-share program. Direct seed has been shown to reduce soil erosion by as much as 95%. This program will assist producers in renting direct seed equipment or by having their fields custom seeded.

**D. DESCRIPTION OF THE MAINTENANCE REQUIREMENTS AND ANNUAL PROOF OF PERFORMANCE DOCUMENTATION METHOD AGREED TO BY THE GRANT RECIPIENT AND THE LANDOWNER.**

The project manager will work with the landowner to develop a landowner agreement specific to direct seed cost-share program. The landowner agreement must be signed by the landowner and producer prior to renting direct seed equipment or contracting with a custom applicator to plant with a direct seed system. This contract will expire in three years or when the LCCD/PRLCD/PCCD Direct Seed Cost Share Grant ends. The grant recipient will provide photos of the direct-seeded field and invoices of fertilization or custom-seed bills. Each cooperator will keep financial records of the costs of the direct seed system as well as a conventional seed system for future analysis and comparison. The producer must join the **Pacific Northwest Direct Seed Association** each year of the agreement to LCCD. During the course of the agreement field signs indicating the BMP may be placed in the field as well as to allow tours to observe the practice during the life of the contract. **The cooperator will be notified prior to any tours or data gathering projects.**

**Section 3. Planned BMP and Calculation of Cost-Share Assistance**

<i>Description of Planned BMP or Conservation Practice (cost-sharing is based on NRCS specifications as a minimum; the cost differential for practices installed to higher specifications shall be the responsibility of the cooperator)</i>	<i>NRCS Practice Code</i>	<i>Implementation Timeline</i>	<i>Total Value of Practice per year</i>	<i>Landowners Contribution per year</i>	<i>Cost-Sharing From Other Sources</i>	<i>Eligible Cost-Share Requested</i>
Direct Seed 200 acres	329	Fall 2018 to Spring 2021	\$5,600	\$5,600.00		\$5,600.00
<b>Total Eligible Cost-Share</b>						<b>\$5,600</b>
<b>Cost-Share Assistance Provided by Grant No. <u>WQC-2018-LiCoCD-00078</u></b> <i>(be sure to use the complete grant number)</i>						

**Section 4. Application and Agreement**

I request cost-share assistance using Centennial Clean Water Funds to install the best management/conservation practices described in the attached plans and summarized in Section 4. above. These practices are needed to solve the water quality problems described in Section 1.

I understand the obligation of the grant recipient to reimburse me for cost share assistance is contingent on the availability of funds through legislative appropriation and allotment by the Washington Department of Ecology. I further understand the failure to appropriate or allot such funds shall be good cause to terminate this contract.

If sufficient cost-sharing funds are made available to the grant recipient by Department of Ecology, and if this application is approved for the practice(s) requested;

- I understand, I will be notified by the grant recipient of the approval and funding status of this cost share assistance request within 30 days of my application, or by \_\_\_\_\_ (date) as agreed to by myself and the grant recipient.
- I agree to ensure that all applicable local, state, and federal permits are obtained for installation of the practice(s) requested, and understand that practice implementation and subsequent cost share reimbursement will not occur until evidence of obtained permits is made to the conservation district.
- I agree to install the practice(s) identified in Sections 3B and 4 to NRCS standards and specifications and the requirements outlined in the grant recipient's grant agreement.
- I agree to maintain and operate the practice(s) for its design life as determined by the grant recipient and as shown in Section 3D and 4. The design life of practices implemented as part of this project are 3 years unless otherwise agreed upon in section 3D.
- I agree to maintain planting of native vegetation if it is a practice implemented as part of this project for a minimum of three years. Maintenance shall include watering, weeding, and other strategies which are necessary to improve survival.
- I agree, for the design life of each practice, to provide the grant recipient, annual proof of performance documentation as agreed to by the grant recipient and myself and specified in Section 3D of the practices specified herein.
- I agree to permit for the duration of its design life, on reasonable notice and request from the grant recipient, the inspection of the location, maintenance, and monitoring of the long-term condition of the practice(s).
- I understand, in order to receive cost share reimbursement, installation of the described practice(s), or identifiable unit thereof, the installation must have met established NRCS specifications, and the practice installation and functionality must have been verified and approved in writing by the grant recipient.
- I understand I will receive cost share reimbursement checks made out to me only after I provide the grant recipient with "paid" invoices that demonstrate vendors/contractors have been paid in full.
- I further understand, if I have not already paid an invoice, the grant recipient will only reimburse cost share by issuing a check in the amount of the billing invoice with me and the vendor/contractor as joint payees.
- I agree to request of any person(s) to whom the benefited acres are transferred by sale, lease or other means to sign a statement to maintain and continue the cost shared practice for its remaining design life as a condition of ownership or control. I will notify the grant recipient in writing of any change in ownership or control of the subject property within thirty days of such a change. Written notification to the conservation district will include: 1) The name of the new landowner, 2) Whether or not the landowner agrees to continue the cost shared practice, and, 3) If they agree to continue the cost share practice, a copy of the new landowner-signed statement to maintain and continue the cost shared practice for its remaining design life.
- I agree to refund all or part of the cost-sharing assistance paid to me as prorated by grant recipient, in addition to any other remedies available at law or in equity, if, before the expiration of each or any practice design life, the contract is terminated because of any of the following: 1) I fail to expend funds under this contract in accordance with state laws and/or the provisions of this contract, 2) I destroy the approved practice, sell or lease practice equipment, or 3) I relinquish management or title to the land on which the approved practice has been established and the new owner and/or operator of the land does not agree in writing to properly maintain the practice for the remainder of its design life.
- I understand that the grant recipient may request a refund for a period not to exceed six years following contract termination, and that my refund is due within 30 days of demand. I also understand that In the event the grant recipient is required to institute legal proceedings to recover the cost share assistances, the grant recipient is entitled to its costs thereof, including attorneys' fees.

Signature of Cooperator

Date

Signature of Cooperator (if Cooperator is Lessee)

Date

\_\_\_\_\_  
Application Prepared By      District Staff      Date      Application Approved By      District Chair      Date

**Section 6. Agreement Completion Certification**

I hereby certify that implementation of the above described BMP or conservation practices have been completed as of the date shown below, and that they meet the established NRCS specifications and the grant agreement requirements. If cost-share payment is needed prior to completion of one or more practices, the grant recipient or Ecology must verify that the practices have been completed or installed within the timeframe agreed to by the cooperator. This agreement is made in consideration of the mutual covenants set forth herein.

\_\_\_\_\_  
Implementation Check      Grant Recipient      Date      Final Implementation Check *(if needed)*      Grant Recipient      Date

\_\_\_\_\_  
Cooperator      Date      Department of Ecology *(if needed)*      Date