



Wisconsin Dept. of Agriculture, Trade and Consumer Protection  
 Agricultural Resource Management Division  
 2811 Agriculture Drive, PO Box 8911  
 Madison WI 53708-8911  
 Phone: (608) 224-4648 or (608) 224-4610

**Soil and Water Resource Management Program**

**DATCP Received:** [Redacted]

Use to certify practices and request partial or final reimbursements. Provide DATCP electronic copies of cost-share contracts, addenda, NM checklists (Appendix C), calculation sheets and other required documentation

**Certification and Cost-Share Reimbursement Request Form**

Section 92.14, Wis. Stats.

**GENERAL INFORMATION**

<b>COUNTY</b> PEBBLE	<input checked="" type="checkbox"/> <b>FINAL PAYMENT</b> [check only if all practice components of this project have been properly installed]  <input type="checkbox"/> <b>PARTIAL PAYMENT</b> [check only if installed practice components provide independent conservation benefits. see ACTP 50.40(12)]
<b>COST SHARE CONTRACT #</b> SWRM-01-14	
<b>LANDOWNER NAME</b> Smith Brothers Farm LLC	
<b>GRANT RECIPIENT NAME (Only if different than landowner)</b>	<b>CHECK APPLICABLE LOCATION OF THE COST-SHARE PROJECT</b> <input type="checkbox"/> Land owned by a local governmental unit, as defined by ATCP 50.01(17), subject to 50% cap in ATCP 50.42(1)(dr)  <input checked="" type="checkbox"/> Farm land <input type="checkbox"/> Other

COST-SHARED PRACTICE DESCRIPTION (Practices should be listed exactly as shown on cost-share contract with appropriate reference to ATCP 50 provision)	NR 151 Code #	WATER-SHED CODE (Refer to WS Code table)	ORIGINAL DATCP COST-SHARE AMOUNT	CHANGE ORDER AMOUNT(S) (enter + or -)	DEDUCT PARTIAL PAYMENTS RECEIVED FROM DATCP	COST-SHARE PAYMENT FROM DATCP##
<b>ATCP 50.62 Manure Storage System</b>	<b>05</b>	<b>LS03</b>	<b>\$35,000</b>	<b>\$2,500</b>		<b>\$37,500</b>
<b>ATCP 50.78 Nutrient Management</b>	<b>07</b>	<b>LS03</b>	<b>0</b>			<b>0</b>
	<b>00</b>					
	<b>00</b>					
	<b>00</b>					
	<b>00</b>					

**TOTAL REIMBURSEMENT REQUEST: \$37,500**

# Indicate if cost-shared practice achieves compliance with farm performance standard by inserting code that best characterizes NR 151 compliance: 00 (no standard applies), 02 (Sheet, rill and wind erosion), 03 (Tillage Setback), 04 (Phosphorous Index), 05 (Manure storage facilities), 055 (Process Wastewater Handling), 06 (Clean water diversions), 07 (Nutrient management), 08 (Manure management prohibitions)  
**Note:** A 50% maximum cost-share rate applies to the following practices if no NR 151 code is associated with the practice: ATCP 50.65-access roads, ATCP 50.85-roof runoff systems, ATCP 50.88-streambank or shoreline protection, ATCP 50.885-stream crossing, ATCP 50.98-wetland development or restoration.  
 ## Calculate by combining original cost-share amount with any change order amounts, and then deducting any partial payments already received

**COMPETE CERTIFICATIONS AND VERIFICATION ON SECOND PAGE**

Personal information you provide may be used for purposes other than that for which it was originally collected (sec. 15.04 (1) (m), Wis. Stats.).

*This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection*

**TECHNICAL CERTIFICATION**

Complete the following as needed to certify that each practice listed on this form has been installed according to technical standards. A separate signature is required on this form to certify the installation of non-engineered practices.

**FOR ENGINEERING PRACTICES**

The county submits one of the following forms of documentation certifying that the engineering practices or practice components listed on the reverse side have been installed according to applicable standards and specifications (check one and attach):

- A copy of the page/sheet (or applicable part of the page/sheet if a large size drawing) of the “as-built” plan showing the stamp of the professional engineer or other professional acting within the scope of the professional’s Wisconsin registration; **or**
- A copy of the construction plan coversheet only (WI-001) properly completed by persons with a conservation engineering certification rating sufficient to approve the design of the practice and certify that the practice was installed according to applicable standards.

**FOR WELL CONSTRUCTION AND DECOMMISSIONING ONLY**

- The county has a plan for decommissioning a well (check if applicable),
- The county has attached a copy of the appropriate DNR form completed by a well driller or pump installer registered under s. 280.15, Stats. for new well construction, or filling and sealing wells (required).

**FOR NUTRIENT MANAGEMENT PLANNING**

For all nutrient management plans directly funded with cost-share dollars or required as part of another cost-shared practice, the county submits a current checklist certifying that the nutrient management plan complies with NRCS technical guide nutrient management standard 590, and the checklist is signed by a qualified nutrient management planner as defined in s. ATCP 50.48. (check and attach):

- A copy of the nutrient management plan checklist (ATCP 50, Appendix C)

**FOR NON-ENGINEERING PRACTICES**

The person signing this section has personally reviewed the installation of the non-engineering practice(s) listed on the first page, and certifies that the practice(s) was installed according to plans, specifications, and standards. *Qualifying practices* are limited to stripcropping, contour farming, residue management, intensive grazing management, critical area stabilization, field windbreaks, livestock fencing, or riparian buffer.

**SIGNATURE OF PERSON CERTIFYING PRACTICE:**

**PRINT NAME:**

**DATE:**

**COUNTY CERTIFICATION AND VERIFICATION**

By signing this form, the county through its authorized representative:

- a. Certifies that each of the practices listed on this form was installed on or before December 31st of the grant year.
- b. Certifies that it is in possession of statements, invoices, canceled checks with vendor contract, or written receipts with vendor contract for all supplies and services provided by contractors for this project. For landowner installation and maintenance services, it has invoices and cost-estimates.
- c. Verifies that it (1) has completed ARM-LWR-166, or has other written documentation, to approve changes affecting the terms or amount of the cost-share grant, (2) has obtained the landowner’s consent to these changes (in writing when required by ARM-LWR-166).
- d. Agrees to maintain documentation related to practice installation, proof of payments, and change orders as required by s. ATCP 50.34(7). All documents will be made available to DATCP upon request.

SIGNATURE OF COUNTY REPRESENTATIVE

TITLE OF COUNTY REPRESENTATIVE  
**COUNTY CONSERVATIONIST**

PRINT NAME

PHONE NO. OF COUNTY REPRESENTATIVE

DATE

**LARRY DOWN**

**608-222-5555**

**10/15/14**

Please e-mail your signed reimbursement request form, technical certification documentation, and cost-share contract to: [datcpswrm@wisconsin.gov](mailto:datcpswrm@wisconsin.gov)

1/6

**CERTIFICATE OF CONFORMANCE**

The undersigned manufacturer/supplier has furnished to:

**Smith Brothers Farm LLC**  
**Somewhere**, Wisc.

One Slurrystore Manure Storage System

and hereby states that the quality of work and materials meets the requirements set for in the project no. 5072617

Supplier: Genex Farm Systems  
58 Interstate Drive NW  
Melrose, MN 56352

Signature: *Matt A. Silberman*  
Matt  
Sales Manager – Genex Farm Systems

Date: 12/14/15

Manufacturer/Supplier: CST Storage, Dekalb, Illinois

The CST Storage licensed engineer who certified the design will also certify that the completed installation meets the manufacturer's plans and specifications, based on the certification of the trained dealer who performed the installation. The following statement will suffice to document the certification of the Slurrystore tank installation, along with the stamp of the Wisc. licensed engineer.

"To the best of my professional knowledge, judgment, and belief, the storage tank has been installed in accordance with the construction drawings and specifications.

Signature: *J. J. [Signature]*  
Date: 12/10/2015

REL 2

SEAL





Wisconsin Department of Agriculture, Trade & Consumer Protection  
 Division of Agricultural Resource Management  
 Bureau of Land and Water Resources  
 PO Box 8911, Madison WI 53708-8911, Phone: 608-224-4605

# Nutrient Management Plan Checklist

Sec. 92.05(3)(k), Wis. Stats.  
 ATCP 50.04(3) Wis. Admin. Code

Use this form to check nutrient management (NM) plans for compliance with the WI NRCS 590 Standard (Sept. 2005).

County name: Pebble Date Plan Submitted: 10/1/14 Growing season year NM plan is written for 2015 (from harvest to harvest)  
 Township (T. 3 N, N) – (R. 12 E)  Initial Plan or  Updated Plan (choose one)

Name of qualified nutrient management planner <b>Joe Planner</b>		Planner's business name, address, phone: Agri-Farm Cooperative, 9999 State Road 90 Somewhere, WI 54444	
Circle the planner's qualification: 1. <input type="checkbox"/> NAICC-CPCC 2. <input checked="" type="checkbox"/> ASA-CCA 3. <input type="checkbox"/> ASA-Professional Agronomist 4. <input type="checkbox"/> SSSA-Soil Scientist 5. <input type="checkbox"/> DATCP approved training course 6. <input type="checkbox"/> Other credentials approved by DATCP	Cropland Acres (owned & rented) 1225	Name of farm operator receiving nutrient management plan: Smith Brothers Farm, LLC 7345 Mineral Point Road Somewhere, WI 54444	
	Rented farm(s) landowner name(s) and acreage: John Jones, 55 acres; Ashley Regain, 125; Angie Smith 550 acres; Jon Apple, 160 acres.		
Check relevant program requirement/regulation plan developed for: <input type="checkbox"/> Ordinance <input type="checkbox"/> USDA <input checked="" type="checkbox"/> DATCP <input type="checkbox"/> DNR <input type="checkbox"/> NR 243 – <input type="checkbox"/> NOD or <input type="checkbox"/> WPDES			

Yes No NA

1. Are the following field features identified on maps or aerial photos in the plan?			
a. Field location, soil survey map unit(s), field boundary, acres and field identification number	X		
b. Areas prohibited from receiving nutrient applications: Surface water, established concentrated flow channels with perennial cover, permanent non-harvested vegetative buffer, non-farmed wetlands, sinkholes, lands where established vegetation is not removed, nonmetallic mines, and fields eroding at a rate exceeding tolerable soil loss (T)	X		
c. Areas within 50 feet of a potable drinking water well where mechanically-applied manure is prohibited	X		
d. Areas prohibited from receiving winter nutrient applications: Slopes > 9% (12% if contour-cropped); Surface Water Quality Management Area (SWQMA) defined as land within 1,000 ft of lakes and ponds or within 300 ft of perennial streams draining to these waters, unless manure is deposited through winter gleaning/pasturing of plant residue and not exceeding the N and P requirements of this standard; Additional areas identified within a conservation plan as contributing runoff to surface or groundwater	X		
e. Areas where winter applications are restricted unless effectively incorporated within 72 hours: Land contributing runoff within 200 feet upslope of direct conduits to groundwater such as a well, sinkhole, fractured bedrock at the surface, tile inlet, or nonmetallic mine	X		
f. Sites vulnerable to N leaching: Areas within 1,000 feet of a municipal well, and soils listed in Appendix 1 of the Conservation Planning Technical Note WI-1	X		
2. Are erosion controls implemented so the crop rotation will not exceed T on fields that receive nutrients according to the conservation plan or WI P Index model?	X		
3. Were soil samples collected and analyzed within the last 4 years according to UW Publication A2100 recommendations?	X		
4. Using the field's predominant soil series and realistic yield goals, are planned nutrient application rates, timing, and methods of all forms of N, P, and K listed in the plan and consistent with UW Publication A 2809, Soil Test Recommendations for Field, Vegetable and Fruit Crops, and the 590 standard?	X		
5. Do manure production and collection estimates correspond to the acreage needed in the plan? Are manure application rates realistic for the calibrated equipment used?	X		
6. Is a single phosphorus (P) assessment of either the P Index or soil test P management strategy uniformly applied to all fields within a tract?	X		
7. Are areas of concentrated flow, resulting in reoccurring gullies, planned to be protected with perennial vegetative cover?	X		
8. Will nutrient applications on non-frozen soil within the SWQMA comply with the following?			
a. Unincorporated liquid manure on unsaturated soils will be applied according to Table 1 of the 590 standard to minimize runoff	X		
b. One or more of the following practices will be used: 1) Install/maintain permanent vegetative buffers, or 2) Maintain greater than 30% crop residue or vegetative coverage on the surface after nutrient application, or 3) Incorporate nutrients leaving adequate residue to meet tolerable soil loss, or 4) Establish fall cover crops promptly following application	X		

I certify that the nutrient management plan represented by this checklist complies with Wisconsin's NRCS 590 nutrient management standard.

Signature of qualified nutrient management planner

*Joe Planner*

COST-SHARE CONTRACT NO.:  
**SWRM-01-14**

**SOIL AND WATER RESOURCE MANAGEMENT  
GRANT PROGRAM** Sec. 92.14, Wis. Stats.

**COST-SHARE CONTRACT  
(DATCP approval required for  
cost-share amounts over \$50,000)**

This contract is made and entered into by and between **Pebble** County Land Conservation Committee, and landowner(s) **Smith Brothers Farm LLC** and grant recipient(s) \_\_\_\_\_. **This contract is complete and valid as of the date signed by the county representative.**

In consideration of the terms and conditions herein, the parties agree to this contract as set forth in the following Sections 1, 2, and 3, and any addenda that are annexed and made a part hereof.

**NOTE 1:** It is **not** necessary to notarize the spouse's signature unless this contract will be recorded. However, the spouse must sign his or her own name. All other signatures must be notarized. If there are additional landowners or any grant recipients, check here  and attach Exhibit A1.

**NOTE 2:** Only properly authorized person(s) can sign in a representative capacity and must sign in such capacity if the landowner is a corporation, trust, estate, partnership, limited partnership, or limited liability company.

U 0728 P 643

DOCUMENT NO 330995

Received for Record  
at 12:50 PM duly recorded in  
Vol. 728 on Page 643-647  
of Records  
September 23 2013

KAREN M. MILLER  
REGISTER OF DEEDS

Record before making payment

Recording Area

Agency Name & Return Address

**Pebble LWCD**

**15 N US HWY 101**

**Somewhere, WI 54444**

Parcel Identification Number

18-00546-0000

GEORGE SMITH 5/14/14  
LANDOWNER/REPRESENTATIVE DATE  
PRINT OR TYPE NAME: GEORGE SMITH

\_\_\_\_\_  
LANDOWNER/REPRESENTATIVE DATE  
PRINT OR TYPE NAME: \_\_\_\_\_

State of Wisconsin )  
) ss.  
Pebble Pebble County )  
This instrument was acknowledged before me on May 14, 2014  
(date)  
by George Smith  
(name of landowner or representative)  
as Member  
(representative's position or type of authority, if applicable)  
for Smith Brothers Farm LLC  
(name of entity on behalf of whom instrument was executed, if applicable)  
NORMAN ROTH NORMAN ROTH  
SIGNATURE PRINT NAME  
Notary Public, State of Wisconsin  
My commission expires December 31, 2018 (is permanent)

State of Wisconsin )  
) ss.  
\_\_\_\_ County )  
This instrument was acknowledged before me on \_\_\_\_\_  
(date)  
by \_\_\_\_\_  
(name of landowner or representative)  
as \_\_\_\_\_  
(representative's position or type of authority, if applicable)  
for \_\_\_\_\_  
(name of entity on behalf of whom instrument was executed, if applicable)  
\_\_\_\_\_  
SIGNATURE PRINT NAME  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_ (is permanent).

LARRY DOWN 5/14/14  
SIGNATURE OF COUNTY REPRESENTATIVE DATE  
PRINT OR TYPE NAME: LARRY DOWN

State of Wisconsin )  
) ss.  
Pebble County )  
This instrument was acknowledged before me on May 14, 2014 by Larry Down  
as County Conservationist of Century County  
NORMAN ROTH NORMAN ROTH  
SIGNATURE PRINT NAME  
Notary Public, State of Wisconsin  
My commission expires December 31, 2018 (is permanent)

COST-SHARE CONTRACT NO.:  
**SWRM-01-14**

SECTION 1A. COUNTY INFORMATION		PAGE 2 of 5
<b>NAME OF COUNTY AGENCY</b> Pebble LWCD	<b>TELEPHONE NUMBER</b> 608-222-5555	
<b>ADDRESS</b> 15 N US HWY 101	<b>CITY, STATE, ZIP CODE</b> Somewhere WI 54444	
<b>NAME OF AUTHORIZED REPRESENTATIVE</b> Larry Downs		
SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION		
<b>TOTAL DATCP COST-SHARE AMOUNT (from page 5)</b> 35,000		
<b>NAME OF LANDOWNER (Check the description that best applies: <input type="checkbox"/> Individual (Note: Spouse must be included) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Trust, Estate or Partnership <input type="checkbox"/> Local Unit of Government)</b> Smith Brothers Farm LLC c/o George Smith		
<b>ADDRESS</b> 7345 Mineral Point Road		
<b>CITY, STATE, ZIP CODE</b> Somewhere WI 54444	<b>TELEPHONE NUMBER</b> 608-222-1234	
<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY (COMPLETE BELOW OR ATTACH AS EXHIBIT B)</b> Example: NW ¼ of the NW ¼ of Section 12, T. 14 N., R 6 E. (Aerial photo without description is not sufficient) NE 1/4 of the the NW 1/4 of Section 32, T 3 N, R 12 E Town of Somewhere		
<b>NAME OF GRANT RECIPIENT, if different than above. NOTE: SPOUSE MUST BE INCLUDED</b> Same as above		
<b>ADDRESS</b>		
<b>CITY, STATE, ZIP CODE</b>	<b>TELEPHONE NUMBER</b>	
INSTALLATION PERIOD		
Each practice must be installed, and all costs associated with the practice must be incurred, by December 31 <sup>st</sup> of the cost-share contract year, or December 31 <sup>st</sup> of the year of an approved extension. This contract may provide cost-sharing for more than one year for the following items as long as the parties record the number of years of cost-sharing in the appropriate column in Section 3:		
a. to install and maintain contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping (up to 4 years).		
b. for land taken out of production for 10 years or other period specified in Section 3.		
c. for riparian land taken out of production for 15 years or in perpetuity as specified in Section 3.		

**Appeal Rights**

The landowner or grant recipient may appeal to the county, in writing, any decision of the county land conservation department regarding this grant. The county corporation counsel will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date
GS	5/14/14							LD	5/14/14

**ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS**

**A. The landowner/grant recipient agrees:**

1. To install and maintain cost-shared practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
2. To make all payments for which the landowner/grant recipient (hereinafter referred to as "landowner") is obligated under this contract, as specified in Section 3. Landowners are responsible for all payments for state or local administrative permit fees.
3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
4. To maintain the cost-shared practice for at least 10 years from the date of installation, except for these "soft" practices: contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping. Soft practices must be maintained for each year cost-share funds are provided, as specified in Section 3. Extended maintenance periods apply if land is taken out of production for more than 10 years, as specified in Section 3.
5. To operate and maintain each cost-shared practice for the required maintenance period following the certification of installation or replace it with an equally effective practice. To refrain, during the maintenance period, from actions that may reduce a practice's effectiveness, or result in water quality problems. The landowner agrees to follow an operation and maintenance (O&M) plan or other maintenance requirements including those in ATCP 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATCP 50.04(3), Wis. Admin. Code.
6. To repay cost-share funds immediately, upon demand by the county, if the landowner fails to operate and maintain the cost-shared practice according to the contract. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the landowner.
7. To the recording of this contract, including the legal description of the subject property, with the deed to the subject property, if cost-sharing exceeds \$14,000 unless this contract cost-shares only practices listed in s. ATCP 50.08 (5) (b). This contract shall be recorded before the county makes any cost-share payment to the landowner. Upon recording, this contract constitutes a covenant running with the land described in Section 1B, and is binding on subsequent owners, heirs, executors, administrators, successors, trustees, and assigns, and users of the land for the period set forth in Section 3.
8. To comply with (i) the performance standards, prohibitions, conservation practices and technical standards under s. 281.16, Stats., (ii) plans approved under ss. 92.14, 92.15 (1985 Stats.), 92.10 and (iii) the practices necessary to meet the requirements of this contract, and to continue such compliance at least equal to the cost-sharing required under s. ATCP 50.08, Wis. Admin. Code, and the requirement for continuing compliance for land that is taken out of production unless cost-sharing is provided.
9. To acknowledge receipt, where applicable, of a notice provided by the county explaining continuing compliance requirements arising out of the installation of specific cost-shared practices. (Initial here GS \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.)
10. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this contract.
11. To make any changes to this contract, including changes in project components and costs, according to the procedures set forth in Section 2.C.3.
12. To the county's right to stop work, or withhold cost-share grant funds, if it is found that the landowner, grant recipient, or construction contractor in their employ has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

Acknowledges continuing compliance responsibilities



Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date
GS	5/14/14							LD	5/14/14



**B. The county agency agrees:**

1. To enter this cost-share contract only after the Land Conservation Committee has authorized the cost-sharing of this project.
2. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATCP 50, Wis. Admin. Code. The county agrees to provide written notice, when applicable, to inform each landowner and grant recipient of the full ramifications of a cost-share contract, including future compliance obligations. The county further agrees to ensure that cost-shared practices are maintained as required in II. A. 4 by securing O&M plans and performing site checks as needed.
3. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATCP 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
4. To provide cost-share funds to the landowner, in the amounts specified in Section 3 and any amendments, upon proof that (i) the landowner has made all payments for which the landowner is responsible under the contract, (ii) the practice(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATCP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
5. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after making the last cost-share payment to the landowner, or for the duration of the maintenance period of this contract, whichever is longer. Records may be retained longer to demonstrate that a landowner meets the cost-sharing exemption under s. ATCP 50.08(5), Wis. Admin Code. Payment records from the landowner and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to DATCP upon request.
6. To record this contract, including the legal description of the subject property, with the deed to the subject property, as required under Section 2.A.7. Contracts may be recorded if not required under Section 2.A.7.
7. To coordinate eligibility for DATCP cost-share funding, and to follow required reimbursement procedures to facilitate timely cost-share payment(s) to the landowner, including the submission of certification forms to DATCP documenting that cost-shared practice(s) have been properly installed in accordance with this contract and paid for.

**C. General conditions of the contract**

1. State cost-share reimbursement amounts in Section 3 are contingent on receiving DATCP funding. The county may cancel this contract, in whole or in part, due to non-availability of DATCP funds. A county is responsible for contract grant amounts when the county makes cost-share commitments beyond the amount of its DATCP annual allocation or the county fails to obtain DATCP approval required under 2.C.2.
2. Written approval from DATCP shall be obtained before this contract is executed or amended if the DATCP cost-share amount exceeds \$50,000, and such approval shall be attached to, and made part of, this contract.
3. This contract may be amended, by mutual written agreement of the parties, during the installation or maintenance periods, if the proposed changes will provide equal or greater control of water pollution. For any changes in practice components or costs, the county will determine eligibility and whether to approve such changes. Counties must use a "Cost-Share Contract Change Order" form (ARM-LR-166) for changes prior to or during the installation and maintenance periods. Except as otherwise provided in the "Change Order" form, any completed "Change Order" form must be attached to, and made part of, this contract. Changes to this contract that increase the DATCP cost-share amount over \$14,000 or \$50,000 are subject to requirements in Sections 2.A.7., regarding recording and 2.C.2., regarding DATCP approval, respectively.
4. This contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date
GS	5/14/14							LD	5/14/14



COST-SHARE CONTRACT NO.:  
SWRM-01-14

Authorizes design to newer technical standard

**SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND PAYMENT SCHEDULE** PAGE 5 of 5

The parties agree to the following related to the conservation practices, technical design and specifications, eligible costs, cost-share rates and amounts, and rate set forth below.

<b>Name of Person Preparing Technical Design:</b> <b>John Engineer</b> <b>Representing:</b> (COUNTY OR PRIVATE ENGINEERING FIRM) <b>Private Engineer</b>	<b>Technical Standards Used in the Design:</b> (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) <b>NRCS 313 (1/14)</b>	<b>USE OF THE 3 BOXES BELOW IS OPTIONAL</b>
		<div style="width: 45%;"><b>REPRESENTING:</b></div> <div style="width: 45%;"><b>DATE OF APPROVAL:</b></div>
		<b>AMOUNT OF COST-SHARE CONTRACT APPROVED: \$</b>

*	Cost-Shared Item Description ss. ATCP 50.62 to 50.98, 50.40 (15) & (18), & 50.08 (3) and (4)	Yrs of CS**	Quantity (Use Standard Units)	Unit Cost or Flat Rate \$	Estimated Total Cost \$	COST-SHARE RATE			ESTIMATED COST-SHARE AMOUNTS		
						State %***	Grantee %	County/other %	DATCP \$	Grantee \$	County/other \$
	ATCP 50.62 Manure Store System		1	\$50,000	\$50,000	70%	50%		\$35,000	\$15,000	
	ATCP 50.78 Nutrient Management	10	1225 Ac	\$0	\$0				\$0		
					<b>TOTALS</b>				<b>\$35,000</b>	<b>\$15,000</b>	

\* Must check if the 50% maximum rate applies based on the installation of a practice after January 1, 2014 under one of these two conditions:  
a. The practice is installed on land owned by a local governments  
b. Cost-sharing is provided for access roads (ATCP 50.65) , roof runoff system (ATCP 50.85), streambank or shoreline protection (ATCP 50.88), stream crossing (s. ATCP 50.885), or wetland development or restoration (ATCP 50.98) and the practice does not implement a farm performance standard.

\*\* Enter the number of years the practice is cost-shared only if the contract provides for (a) more than one year of cost-sharing for soft practices (contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping), (b) land taken out of production for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For "soft practice" payments, the landowner receives the full contract amount after the practice is certified, and has a contractual obligation to maintain the practice for the number of years cost-shared. For "land out of production" payments under ATCP 50.08(3)(d), the landowner receives the sum of the landowner's annual cost for the period specified in the contract. A landowner's annual cost equals the number of affected acres multiplied by the per-acre weighted average soil rental rate in the county on the date of the cost-share contract. For CREP equivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered under the CREP program if the affected lands were enrolled in that program. To receive a CREP- equivalent payment, a landowner must keep riparian land out of production for 15 years, or in perpetuity, and must agree to contract terms similar to those imposed by the CREP program. Insert "P" if the land is taken out of production in perpetuity. Cost-share practices must be operated and maintained in accordance with O&M plans and other requirements that may apply

\*\*\* May exceed 70 percent only if the farm landowner qualifies for economic hardship.

**ENTER DATCP COST-SHARE TOTAL AMOUNT ON PAGE 2**

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date
GS	5/14/14							LD	5/14/14