

CONSERVATION DRAINAGE ASSISTANCE CONTRACT – ROCK INTAKES

GENERAL INFORMATION

Conservation District: Mower County:	Contract No.	Individual / Group Indiv	Federal or other state Cost-Share? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CRWD <input type="checkbox"/> TCWD <input type="checkbox"/> SWCD <input type="checkbox"/>
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APPLICANT

Applicant	Address	City/State	ZIP
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement.

CONSERVATION PRACTICE LOCATION

Township Name	Township	Range	Section	1/4,1/4		
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CONTRACT INFORMATION

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following conservation practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier or landowner is responsible for the operation and maintenance of practices applied under this program to ensure that the conservation objective of the practice is met and the effective life, **a minimum of 10 years**, is achieved. Full establishment and maintenance of all conservation practices to achieve the upland treatment criteria are considered a State Cost Share Program requirement for the life span of the practice receiving financial cost-share assistance. Should the land occupier or landowner fail to maintain the practice during its effective life, the land occupier or landowner is liable to the state of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice. The land occupier or landowner is not liable for cost-share assistance received if the failure was caused by reasons beyond the land occupier or landowner's control, or if conservation practices are applied at the land occupier or landowner's expense that provide equivalent protection of the soil and water resources.

- In no case shall a conservation district provide cost-share assistance to a land occupier or landowner for the reapplication of a practice that was removed by the land occupier or landowner during its effective life without consent of the conservation district board or that failed due to improper maintenance. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the conservation district technical representative. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier or landowner who signed this contract to advise the new owner that this contract is in force.

2. Practice(s) must be planned and installed in accordance with technical standards and specifications of the: Alternative Rock Intake

3. Increases in the practice units or cost must be approved by the conservation district board as a condition to increase the cost-share payments by amendment.

4. This contract, when approved by the conservation district board, will remain in effect unless canceled by mutual agreement, except where installations of practices covered by this contract have not been started by **1/15/2014**, this contract will be automatically terminated on that date.

5. Practices will be installed by **12/31/2014** unless this contract is amended by mutual consent to reschedule the work and funding.

6. Items of cost for which reimbursement is claimed on the Voucher and Practice Certification Summary Form are to be supported by invoices/receipts for payments and will be verified by the conservation district board as practical and reasonable. The district board has the authority to make adjustments to the costs submitted for reimbursement.

APPLICANT SIGNATURES

The landowner's and land occupier's signature indicates their agreement to:

1. Grant the conservation district's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the conservation district technical representative.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of 75 percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date	Landowner/Spokesperson	Address	City/State/Zip Code
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CONSERVATION PRACTICE

Quantity	Eligible component(s) Rock Intake(s)	Other recognized technical practice	Engineered Practice (<input checked="" type="checkbox"/> yes or <input type="checkbox"/> no) Ecological practice (<input type="checkbox"/> yes or <input checked="" type="checkbox"/> no)	Total Cost Estimate \$
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TECHNICAL ASSESSMENT AND COST ESTIMATE

I have reviewed the site where the above listed conservation practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

Conservation District Technical Representative	Date
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AMOUNT AUTHORIZED FOR COST-SHARE (ENCUMBRANCE)

- **State** Cost-sharing not to exceed \$ ____ or 75 percent of the total eligible cost of \$800 per Intake, whichever is less.
- **Watershed District** Cost-sharing not to exceed \$ ____ or 25 percent of the total eligible cost of \$800 per Intake, whichever is less.