Red Lake County SWCD Cover Crop Incentive Program Policy

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1.0 Purpose

The Red Lake County SWCD Cover Crop Incentive Program was created to provide funds for individuals that are interested in using cover crops in their farming operation, and to promote the long-term adoption of cover crops in the farming operation. The purpose of this policy is to provide clear guidelines for the implementation of funds appropriated to Red Lake County SWCD associated with local capacity services grant.

Funds are allocated to Red Lake County SWCD by BWSR from the SWCD local capacity grant. The Red Lake County SWCD board sets, through a work plan approved by the BWSR Board Conservationist, the amount from the SWCD local capacity grant that is used for the Cover Crop Incentive Program.

2.0 Eligible Activities

The primary purpose of activities funded with Cover Crop Incentive Program funds is to assist with implementation of cover crops and promote the long-term adoption of cover crops in the farming operation. To be eligible, the parcel needs to be in compliance with all federal, state, and local programs and regulations.
2.1 Practice Standards.

Cover Crop practice must be consistent with the NRCS Field Office Technical Guide (FOTG). Design standards for the practice must include specifications for operation and maintenance for the duration of the given practice, including an inspection schedule and procedure.

2.2 The Cover Crop practice must not be tilled or terminated prior to December 31 of the contract year.

3.0 Incentive Rates

Rates represent a payment that incentivize a producer to begin implementing cover crops in their farming operation. The Red Lake County SWCD Board established these rates based on the NRCS EQIP Red River Basin Initiative Cost List (2016) and other local variables (seed cost, availability of seed, contractor costs).

3.1 Maximum Rates.

The Red Lake County SWCD Board has established the maximum rate to a land occupier for installation of the cover crop practice is: $15 for a single species Cover Crop i.e. Cereal rye or oats, $40 for a multiple species Cover Crop which means it must include one grass and one broad leaf species, or $50 for a multiple species Cover Crop with reduced tillage; which is defined as including at least one grass and one broad leaf species, following an annual crop with a minimum of 50% residue left after seeding of the cover crop. These rates are a per acre payment.

3.2 Maximum Acres.

The Red Lake County SWCD Board has established the maximum number of acres for a project applicant is 50 acres. The 50 acres may be subdivided into different tracts, but these tracts may not be smaller than 5 acres in size.

3.3 Minimum Acres.

The Red Lake County SWCD Board has established the minimum number of acres for a land occupier is 5 acres.
4.0 Technical Expertise

The District Board and staff have the responsibility to ensure that the designated technical staff have the appropriate technical expertise, skills and training for their assigned role(s).

4.1 Staff Skills.

The district staff will work towards achieving the proper Technical Approval Authority (TAA). Until the staff achieves the proper TAA the Red Lake County field office’s NRCS District Conservationist will serve as the technical representative for all contracts. The NRCS District Conservationist, Luther Newton, has Level 5 TAA for the cover crop practice.

5.0 Expenditure of Funds on Practices and Contracts

District Board of Supervisors has the authority and responsibility to approve expenditure of funds within their own organization.

5.1 Incentive Program Contract.

A contract between the District and land occupier receiving state funds will be used to provide a legal standing to insure practices are installed and maintained according to approved standards and specifications. The contract the District will use is attached to this policy. 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 application must also bear the landowner’s signature.

a) Contract Length. The contract length is one year.

b) Contract Amendments. Changes to an executed contract are considered an amendment to the contract and subject to review and approval by the District Board. Prior to approving an amendment, technical staff must attest that the amendment has merit. Amendments shall not be considered or approved after the end of the contract or after approval to issue final payment on the
original contract has been made. Amendments are limited to changes in practice specifications, installation dates, land occupier information, practice components, or cost share rates and amounts.

5.2 Contract Approval.

The District Board will approve or deny the contract. The action taken will be documented in the District Board’s meeting minutes. Approval of a contract is considered approval for expenditure of funds.

5.3 Combining Funding Sources.

Land occupier is ineligible for payment if they are currently receiving any other state or federal funds for the cover crop practice on the same acres.

5.4 Number of Contracts.

A land occupier is limited to one contract per year for this practice. The maximum number of contracts a land occupier can enter is five.

5.5 Contract Timeframe.

District Boards have the authority to adopt timely completion dates. Execution and completion of a contract with a land occupier must be within the grant period. Contracts not completed within the period of the grant agreement will be cancelled unless the grant agreement with BWSR has been extended and the contract has been extended such that the contract timeframe is within the amended grant. Grant funds will be expended within the period of a valid grant agreement.

5.6 Canceled Projects.

Funds from canceled projects may be re-encumbered to a new contract as provided in the grant agreement. Funds that are unexpended will be returned as provided in the grant agreement.

5.7 Delegation.

The district board delegates the district manager to sign contracts and supporting program documents.
6.0 Practice Sign-off and Payment

Prior to payment, technical staff 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.

6.1 Payment.

Land occupier must complete project installation and provide seed tags for the year prior to requesting payment.

6.2 Project Review.

After receiving a request for payment, technical staff must review for each project: the as-built plan, copies of seed tags, submitted by the land occupier for completion and technical approval.

6.4 Final Plans.

One copy of the final approved plan will be given to the project applicant and one copy retained with the project file located in the district office.

7.0 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 ensuring operation and maintenance has been taking place.

7.1 Operation and Maintenance Plan.

Qualified technical staff will prepare an operation and maintenance plan specific to the practice and the site(s) where it is located.

7.2 Inspections.

Qualified technical staff will ensure that the operation and maintenance plan is being followed and the practices have not been altered or removed by conducting annual site inspections for the duration of the practice. Inspections are to:
a) Verify that all components of the practice are in place and are in good repair, and/or

b) Identify repairs necessary in accordance with the operation and maintenance plan; and/or

c) Identify further assessment or action if necessary repairs are beyond the scope of the operation and maintenance plan.

7.3 Failure to Maintain Practices.

Should the land occupier fail to maintain the practices during the practice duration according to the operation and maintenance plan, the land occupier is liable to the district for one hundred percent (100%) of the financial assistance received to install the practice as determined by the district board. Funds received by the district from a landowner who has failed to maintain a practice, will be used according to this policy, less the administrative cost. When a potential non-compliance issue is discovered, the district will follow the steps below:

a) After learning of potential non-compliance issue, qualified technical staff will review the contract language, project file contents, and operation and maintenance plan and discuss the non-compliance with the land occupier where appropriate.

b) Complete an on-site investigation, take photographs, and complete a practice site inspection form.

c) Keep a log of dates, times, communications, and facts surrounding the investigation. Keep this log in the project file as documentation of the facts.

d) If the initial investigation identifies an obvious non-compliance situation and the land occupier agrees to take immediate corrective action, document this decision and follow-up in a reasonable amount of time to see that corrective actions were taken.
e) If the land occupier is not cooperative, will not allow access, or corrective actions are not implemented in a reasonable timeframe, a formal Corrective Action Plan will be provided to the land occupier.

f) If the land occupier fails to respond, refuses to sign and/or does not implement the Corrective Action Plan, the district will request assistance from the County Attorney.