



**VIRGINIA CONSERVATION ASSISTANCE PROGRAM
CONTRACT (Part I – Application for Program)**

PY 2024

Application/Contract Number:		Application Date:	
First Name:		Last Name:	Program Year:
Representative (if needed)			
Address:		City/County:	
State:	Zip code:		
Telephone Number:			
Email Address:			

APPLICANT’ S REQUEST:

I agree to install and maintain all practices receiving financial incentives according to Program Specifications required at the time of installation/ payment approval of my application by the Board of Directors of the local Soil and Water Conservation District (the “Board”). I agree to allow appropriate agency personnel or their designee access to land under my control for the purpose of evaluation, design, construction and inspection of said practice(s) from this date forward through the required lifespan. I agree to refund all or part of the cost-share financial assistance I have received if my practice(s) is/are found not to meet program specifications required at the time of installation/payment, or if the practice(s) is/are removed or not properly maintained during the lifespan of the practice(s). I understand that the sale, lease, or changed use of the property will not exempt me from fulfilling this/these requirement(s) described herein. I also understand that my period of responsibility begins with the acceptance of payment and extends through the lifespan of the practice in accordance with Program requirements. Lifespan is defined as “the number of years a BMP must be maintained in accordance with Program standards. The lifespan begins on January 1 of the calendar year following steering committee approval of payment.” A BMP is subject to verification checks throughout the practice lifespan. The voluntary participation in VCAP does not relieve or relinquish me from compliance with ordinances, laws and regulations that may exist at any level of government. I understand that applying to participate in any of the above listed program does not guarantee that any or all of my request will be funded. I understand that if the practice I am requesting cost-share funding for is located within the Chesapeake Bay watershed, nutrient and sediment reduction information related to that practice will be submitted to the Virginia Department of Environmental Quality for reporting to the Chesapeake Bay Program to determine progress made towards Chesapeake Bay pollution reduction targets.

Cost-share funds are considered income. Recipients of these funds are responsible for compliance with all applicable tax requirements including requirements of the Internal Revenue Service.

REMEDIES IF THIS AGREEMENT IS BREACHED:

If my practice(s) is/are found not to meet Program Specifications required at the time of approval of my application by the Board, then I agree to refund all of the cost-share financial assistance or tax credit I have received. If the practice(s) is/ are removed (in whole or in part) or not properly maintained during the lifespan of the practice(s), then I agree to refund all of the cost-share financial assistance or tax credit I have received, minus a pro rata portion of the assistance or tax credit from the number of months that my practice(s) had been previously in compliance, out of the number of months in the lifespan of the practice. Any refund shall be calculated with a penalty of 6% APR from the date of breach to the date of judgment, apart from post-judgment interest. In the event that demand is made for reimbursement and I fail or refuse to pay such reimbursement within 90 days of the demand, then I agree to pay any and all attorneys’ fees for enforcement of this agreement.

Signature of Applicant

Date



**VIRGINIA CONSERVATION ASSISTANCE PROGRAM CONTRACT
(Part II – Technical Determination and SWCD Approval)**

Applicant Name:		Representative (if needed):		Contract Number:	
Address:		State:	Zip Code		
Telephone Number:		Email Address:			

Resource Concern: <input type="checkbox"/> Erosion <input type="checkbox"/> Poor Cover <input type="checkbox"/> Excess Runoff			Application Date:		
Address of BMP:					Program Year:
City/County:					
State:		Zip code:			

Ranking Score:		Practice Code:		Practice Size (SF, LF, Gal):	
GPS Coordinates:				HUC:	
Dominant Land Use:			Contributing Drainage Area:		
Impervious Area Treated:			Impervious Area Removed:		
Are you receiving any other funding assistance for this project? Source and amount:					

STATEMENT OF TECHNICAL NEED - I have reviewed this application and have indicated the extent authorized based on technical need. All practices are subject to verification procedures and any other quality control measures.

_____	_____	_____
District Employee Name	Title	Date
AUTHORIZATION: Your request form has been: [] Approved [] Not Approved		Required Completion Date: _____ This practice must be installed and certified at the issuing SWCD by the above date.
_____	_____	
District Authorization by (SWCD Director)	Date	

Cost Share Estimation:

Estimated Total Cost: _____

Estimated Total Cost Share: _____

I (the Applicant) acknowledge receipt of this document. I have received and reviewed the VCAP Program Specifications in the current VCAP Manual and agree to follow the requirements of the program as outlined therein. I understand that substantial deviation from approved projects may result in a decreased cost-share payment by the SWCD for completed projects, or portions thereof, and may result in denial of future cost-share program applications.

Signature of Applicant

Date

COMMONWEALTH OF VIRGINIA:

Department of Conservation and Recreation activities and employment opportunities are available to all people regardless of race, color, religion, sex, age, national origin or political affiliation. An equal opportunity/affirmative action employer.

(Original to be retained by the SWCD. Copy with signature provided to the applicant). Date stamp: _____



**VIRGINIA CONSERVATION ASSISTANCE PROGRAM CONTRACT
(Part III – Technical Installation and Payment)**

PY 2024

Applicant Name:		Contract Number:		
Address:		State:	Zip Code	
	Practice Code:	Practice Size (SF, LF, Gal):		
GPS Coordinates:			HUC:	
Dominant Land Use:		Contributing Drainage Area:		
Impervious Area Treated:		Impervious Area Removed:		
Final Total Cost:		Final Cost Share:		

TECHNICIAN PRACTICE INSTALLATION CERTIFICATION:
 I certify that all administrative and technical components of any practice listed above for payment and/or tax credit have been completed by an appropriately qualified individual and that each practice meets all applicable standards and specifications necessary for certification and/or payment. All practices are subject to verifications and any other quality control measures.

Name _____ **Title** _____ **Date** _____

I, the Participant (Applicant), certify that the information above is true and correct. I have received and complied with all Program Specifications; and I have installed and agree to maintain this/these practice(s) as built for the practice lifespan in accordance with the Program Specifications. "Program Specifications," as used throughout this Contract, means the following documents applicable to this/these practice(s):

- VCAP Program Specifications for this practice;
- Site-specific engineering designs;
- Department of Environmental Quality Best Management Practice Clearinghouse Specifications.

The Program Specifications (together with Parts I and II of this Contract) are included and incorporated by reference within this Contract. I agree to refund all or part of the cost-share financial assistance I have received if my practice(s) is/are found not to meet Program Specifications required at the time of installation/payment or if the practice(s) is/are removed or not properly maintained during the lifespan of the practice(s). I understand and agree that this/these practice(s) are subject to verification checks and any other quality control measure throughout the practice lifespan; and if SWCD staff are unable to access the site for inspection within one month of a request to inspect the site, then this failure will create a rebuttable presumption that I am not in compliance with this Contract. I understand that the sale, lease, or changed use of the property will not exempt me from fulfilling the requirement(s) of this Contract. I also understand that my period of responsibility begins with the acceptance of payment and extends through the lifespan in accordance with program requirements. I understand that my noncompliance can result in removal from participation from the program or a reduction in cost-share funding.

I understand and agree that the District and the Virginia Association of Soil and Water Conservation Districts has permission to use any of the photos provided to publicly promote the Virginia Conservation Assistance Program. I understand that the images may be used in print publications, online, presentations, websites, and social media without royalty, fee, or other compensation. To request that photos are NOT used for purposes outlined above, initial here: _____

I understand that the approved BMP cannot be used for the purposes of Nutrient Trading or for regulatory compliance.

The Participant (Applicant) and the Soil and Water Conservation District (SWCD), in consideration for the mutual promises and exchanges described in this Contract, hereby execute this Contract, consisting of the three parts labeled Parts I, II, and III.

PARTICIPANT:

Print Name: _____

Signature: _____

Date: _____

SOIL AND WATER CONSERVATION DISTRICT:

Print Name: _____

Title: _____

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation, Division of Soil and Water Conservation, activities and employment opportunities are available to all people regardless of race, color, religion, sex, age, national origin or political affiliation. An equal opportunity/affirmative action employer.

(Original to be retained by the SWCD, Copy with Signature provided to the applicant)