

Sibley SWCD

Non-Structural Management Practices Policy

FY22 & FY23

I. INTRODUCTION:

- a. The Sibley Soil and Water Conservation District (hereafter referred to as District) administers the Minnesota Erosion Control and Water Management Program (ECWMP) through the Board of Water and Soil Resources (BWSR) through Minnesota Statutes, section 103C.501 Erosion Control and Water Management Program – cost sharing with land occupiers for the installation of soil and water conservation practices.
- b. BWSR has established rules and guidelines for this cost share program.
- c. The District will abide by these rules and guidelines and hereby establishes these ECWMP policies.
- d. For each fiscal year of cost share funds the SWCD will review this program policy.

II. NONSTRUCTURAL LAND MANAGEMENT PRACTICES (NLMP)

- a. The SWCD will submit, for each fiscal year, a specific NLMP Implementation Plan Request Form with the information required for BWSR approval.
- b. An NLMP Implementation Plan will serve as the incorporated policy for the use.
- c. Cover Crop and No Till/Strip Till practices will utilize flat rate cost share as defined by section III of this policy.

III. FLAT RATE COST SHARE

- a. Flat rates will be used as an alternative to actual costs documented by receipts or invoices. Payments will be made following evidence that the contracted area has been seeded.
- b. When using flat rates, a land occupier cannot accept any other state or federal funds for that practice.
- c. The District will enter into one contract with each individual land occupier for the planned amount of years of the practice.
- d. Land occupiers contracting for 3 years will be paid once after the first year and once after the second year. The third year's payment will coincide with the second year's payment. Technical representatives will conduct annual onsite inspections verifying that the practice meets standards.
- e. Cover crops will be inspected each year after planting.
- f. If the land occupier fails to maintain the practice during the practice duration, they will be liable to the District for up to 150% of the flat-rate payment received for the practice.
- g. The rates and general requirements for Nonstructural Land Management Practices (NLMP) are as follows:

i. Cover Crops

- 1. Must follow NRCS practice standard 340
- 2. The maximum acreage per cover crop contract will be 80 acres, with no minimum.
- 3. Three-year annual installation of cover crop
 - a. Cover Crop – Basic (One species)
 - i. When utilizing FY22 funds, the District will follow the FY22 standard EQIP payment rates. When utilizing FY23 funds, the District will follow the FY23 standard EQIP payment rates.
 - ii. The rate will be paid a lump sum of three times per acre for a minimum of following standard recommendations for establishment of a basic cover crop.

iii. EXAMPLE:

Year 1: "1 year of Cereal Rye on 40 acres" "1 x 40 x \$34.61 = \$1,384.40"

Years 2 & 3: "2 years of Cereal Rye on 40 acres" "2 x 40 x \$34.61 = \$2,768.8"

Total payment made: \$4,153.20

b. Multiple species (two or more)

i. When utilizing FY22 funds, the District will follow the FY22 multi species EQIP payment rates. When utilizing FY23 funds, the District will follow the FY23 multi species EQIP payment rates.

ii. The above rate will be paid three times per acre for a minimum of following standard recommendations for establishment of a multiple species cover crop rotation.

iii. EXAMPLE:

Year 1: "1 year of Cereal Rye, Turnips, and Tillage Radish on 40 acres" "1 x 40 x \$42.29 = \$1,691.60"

Years 2 & 3: "2 years of Cereal Rye, Turnips, and Tillage Radish on 40 acres" "2 x 40 x \$42.29 = \$3,383.20"

Total payment made: \$5,074.80

ii. No Till/Strip Till

1. Must follow NRCS practice standard 329

2. The minimum acreage a land occupier can contract for is 20 acres with a maximum of 280 acres.

a. When utilizing FY22 funds, the District will follow the FY22 Standard EQIP Payment Rates. When utilizing FY23 funds, the District will follow the FY23 Standard EQIP Payment Rates.

ii. The above rate will be paid two installments (After year 1 and Year 2) for following standard recommendations for practicing No Till/Strip Till.

iii. EXAMPLE:

Year 1: "1 year of No-Till/Strip Till on 40 acres"

"1 x 40 x \$10.80 = \$432.00"

Years 2 & 3: "2 years of No-Till/Strip Till on 40 acres"

"2 x 40 x \$10.80 = \$864.00"

Total contract payment made: \$1,296.00

IV. Technical Expertise:

a. Technical services will be provided by District staff with appropriate technical approval authority; conservation partners with appropriate technical approval authority (such as: Natural Resources Conservation Service and/or Technical Service Area); a professional licensed engineer, and/or reputable vendor with applicable expertise and liability coverage.

V. Practice Standards:

a. All practices must be consistent with USDA Natural Resources Conservation Services Field Office Technical Guide (FOTG) or be professionally accepted ecological practices.

VI. Contract Noncompliance:

a. The District, after learning of potential non-compliance, will:

i. Review applicable law and rules.

ii. Review project file contents, contract and operation/maintenance plan.

iii. Conduct on-site investigation, including pictures and completing a site inspection form.

- iv. Interview the land occupier.
- v. If determined that land occupier is in compliance, the District staff will document this decision and no corrective action is needed.
- vi. If determined that land occupier is not in compliance, the District staff will present to the District Board their findings and corrective action plan.
- vii. If the District Board agrees that a non-compliance condition exists, a corrective action plan will be completed and sent via registered mail to the land occupier. The corrective action plan will make reference as to why the practice is not in compliance; specify what the land occupier must do to correct the situation and give deadlines for corrective action to be completed.
- viii. If the District Board doesn't agree that a noncompliance condition exists, then it will be documented, and no corrective action plan is needed.
- ix. The District staff will follow up to make sure land occupier completes corrective action in time allotted.
- x. If land occupier fails to implement the corrective action plan, the land occupier will be considered in a "violation" status. The District will contact the Board of Water & Soil Resources Board Conservationist and at this time ask for the state's assistance.

VII. Priority

- a. Due to limited cost-share funding, the District has set priorities. The District will prioritize applications based upon the following characteristics of the application:
 - i. Project is within a priority area.
 - 1. Priority areas are designated within the Sibley County Comprehensive Water Management Plan as well as the TMDL studies completed within the Middle/Lower MN as well as the Crow River watersheds.
 - 2. Project is identified by means of the Minnesota Ag Water Quality Certification Program.
 - 3. RUSLE will be used to document pollution reductions and may aid in ranking.

VIII. Other policies applicable to the program:

- a. **Cost Share Contract:** A contract between the District and land occupier/operator receiving state funds is required to provide a legal standing to ensure practices are installed and maintained according to approved standards and specifications. The District must approve or deny the contract. The land occupier must not start construction of the practice until the District approves the cost-share contract. If construction starts prior to approval the land occupier will not be eligible for state cost-share funds.
- b. **Contract Approval:** The District Board will approve or deny the contract. The action taken will be documented in the District's meeting minutes. Approval of contract is considered approval for expenditure of funds. The District Board delegates signing contracts and supporting program documents to any District Supervisor and/or the District Manager.
- c. **Contract Amendment:** 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 amounts.
- d. **Payment:** Certification by a technical representative must be completed before a cost share voucher is submitted for District Board approval.

IX. This policy applies to only FY22 & FY23 ECWMP.

X. Active, Approved policy for ECWMP and State Conservation Cost Share in fiscal years prior remains applicable to cost share funding utilized from those years grants.