



Cost-Share Program Application & Contract

Comfort Lake – Forest Lake Watershed District

General Information (to be completed by CLFLWD)

Organization CLFLWD	Contract Number	Other federal or other state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	Amendment <input type="checkbox"/> Board meeting date(s) _____	Canceled <input type="checkbox"/> Board meeting date: _____
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* If contract amended, attach amendment form(s) to this contract.

Applicant (to be completed by landowner)

Landowner Name	Address	City/State	Zip code
Email		Phone	

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Project Location (if different)

Address	City/State	Zip code
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* Project location must be owned by landowner listed above.

Contract Information

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract For the purposes of this contract, “practice” means the installation for which cost-sharing is provided, including any pretreatment measures, as depicted on the project design (Attachment B to this contract).

It is understood that:

1. **CLFLWD’s Water Quality Cost Share Program is a Reimbursement Program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
2. The landowner is responsible for full establishment, operation, and maintenance of all practices applied under this program to ensure that the conservation objective of the practice is met for **3 years** from the date the CLFLWD approves the completed installation. After the first 3 years, the landowner is no longer responsible for maintenance, but must keep all practices and upland treatment criteria applied under this program intact for an additional **2 years**, resulting in a total practice lifespan of **5 years**. The specific operation and maintenance requirements for the conservation practice listed are described in the operations and maintenance agreement that has been prepared for this contract by the organization technical representative and attached to this contract as Attachment A.
3. Should the landowner fail to maintain the practice for 3 years and keep the practice intact for a total of 5 years, the landowner is liable to the Comfort Lake – Forest Lake Watershed District for 100% of the amount of financial assistance received to install and establish the practice unless the CLFLWD finds that the failure was caused by reasons beyond the landowner’s control, or if substitute conservation practices are applied at the landowner’s expense that the CLFLWD agrees will provide equivalent protection of the soil and water resources. Should the landowner convey the underlying property within the 5-year time frame



the CLFLWD will be notified at least 30 days before the property is conveyed and the landowner will facilitate communication between the CLFLWD and the prospective landowner regarding continued maintenance of the practice.

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the Technical Representative. The landowner must notify the technical representative at least three days before installation begins.
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost share payments.
6. This contract, when approved by the CLFLWD board, will remain in effect unless canceled by mutual agreement, except where installations of practices covered by this contract have not been started within **1 year following Board approval of this contract**, this contract will be automatically terminated on that date. Practices will be installed by **2 years following Board approval of this contract** unless this contract is amended by mutual consent to reschedule the work and funding.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. Reimbursement for volunteer labor will be determined at the rate of \$20 per hour. The organization board has the authority to make adjustments to the costs submitted for reimbursement.
8. Regardless of the nature of the technical assistance or review provided, the CLFLWD and its technical advisors do not warrant the design, performance or suitability of the installation including the structural soundness thereof. The landowner should have a proposed design reviewed by its own technical advisor if such a warranty is desired. In particular, shoreline and streambank work exists in a dynamic environment and is subject to unpredictable forces such as, but not limited to, water and wave action, ice heaving and ice ridge formation. The CLFLWD will evaluate the design and suitability of a proposed installation for its environment solely so that its cost-share funds are prudently applied. It is not responsible to the landowner for the effect of such phenomena on the installation.

Applicant Signatures

The landowner's signature indicates agreement to:

1. Grant the organization'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 organization technical representative.
4. Not accept cost-share funds, from all public sources combined, that are in excess of **100%** percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other public programs that are contributing funds toward this project.

Date	Landowner
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Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is _____

Practice standards or eligible component(s)	Engineered Practice <input type="checkbox"/> yes or <input type="checkbox"/> no Ecological practice <input type="checkbox"/> yes or <input type="checkbox"/> no	Total Project Cost Estimate
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44 Lake Street South Suite A, Forest Lake, MN 55025

Phone 651.395.5850 Fax 651.395.5851 www.clflwd.org

The estimated benefits of this project are:

Total Phosphorus Captured	Nitrogen Captured	Runoff Volume Reduction
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date	Technical Representative
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Amount Authorized for Financial Assistance (to be completed by CLFLWD)

The CLFLWD Board has authorized the following for financial assistance, total not to exceed the overall percent listed indicated in 4, above.

\$ _____ from _____
Enter program name and fiscal year

\$ _____ from _____
Enter program name and fiscal year

\$ _____ from _____
Enter program name and fiscal year

Board Meeting Date	Authorized Signature	Total Amount Authorized \$
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CLFLWD Contact Information

Name, Title Mike Kinney, District Administrator	Address 44 Lake Street South, Suite A	City/State Forest Lake, MN	Zip code 55025
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