

**Virginia Soil and Water Conservation Board Approval of Fiscal Year 2024 Virginia Agricultural Cost-Share (VACS) Program Contract**

**§ 10.1-505. Duties of Board.**

In addition to other duties and powers conferred upon the Board, it shall have the following duties and powers:

3. To oversee the programs of the districts.

**§ 10.1-546.1. Delivery of Agricultural Best Management Practices Cost-Share Program.**

Districts shall locally deliver the Virginia Agricultural Best Management Practices Cost-Share Program described under §10.1-2128.1, under the direction of the Board, as a means of promoting voluntary adoption of conservation management practices by farmers and land managers in support of the Department's nonpoint source pollution management program.

**Recommended Motion:**

The Virginia Soil and Water Conservation Board (Board) approves the FY2024 Virginia Agricultural Cost-Share Program Contract as presented.



**VIRGINIA BMP INCENTIVES PROGRAMS CONTRACT**  
(Part I – Application for Program)

<b>Application/Contract Number:</b>			<b>Application Date:</b>	
<b>First Name:</b>	<b>Middle Initial:</b>	<b>Last Name:</b>		<b>Program Year:</b>
<b>Farm Name:</b>				
<b>Address:</b>			<b>City/County:</b>	
<b>State:</b>	<b>Zip code:</b>		<b>S.S. Number or Tax ID:</b>	
<b>Telephone Number: (H)(W) — (M) Home:</b>			<b>Work:</b>	<b>Mobile:</b>
<b>Email Address:</b>				

**APPLICANT'S REQUEST:**

The following information is applicable to all of the following incentive programs: Virginia Agricultural Best Management Practices (BMP) Cost-Share Program (VACS or cost share Program), Virginia Conservation Reserve Enhancement Program (CREP), and/or the Virginia Agricultural BMP Tax Credit Program. 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 or tax credit 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 the requirement(s) described herein. I also understand that my period of responsibility begins with the acceptance of payment and/or tax credit 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 the year of certification of completion." A BMP is subject to verification checks throughout the practice lifespan. The voluntary participation in one or more of the state agricultural incentive programs does not relieve or relinquish me and my farm operation 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(s) 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 or tax credit 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.

**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.

**Applicant Self-Certification of Eligibility:**

For the purposes of the Virginia Agricultural BMP Cost-Share Program agricultural land shall be defined as “land being used in a BONA FIDE program of agricultural management and engaged in the production of agricultural, horticultural or forest products for market. The real estate must consist of a minimum of five contiguous acres and have verifiable gross receipts in excess of \$1,000 per year from the production or sale of agricultural, horticultural or forest products produced on the applicant’s agricultural land for each of the past three years.

Districts may request that applicants provide proof of agricultural production. To be considered an agricultural producer there must be an annual minimum of \$1,000 of agricultural products being produced, sold or both from the applicant’s agricultural land (non-industrial private forest lands are exempt from the \$1,000 requirement). Any financial records supplied by an applicant to verify eligibility will not be duplicated or retained by the District.

I certify that I meet the above defined qualifications to participate in the Virginia Agricultural Best Management Practice Cost-Share Program. I certify that I am not contracted to receive cost-share funding from any other source for the same conservation practice on the same acres of land during this fiscal year, unless multiple funding sources are being used to share the costs for my practice. I certify that the practices for which I am requesting cost-share funding or tax credit are not, and will not, be used in a mitigation bank, nutrient trading program, or to comply with any state or federal law, regulation, or permit.

**REQUIREMENTS APPLICABLE TO SPECIFIC INCENTIVE PROGRAMS:**

**VACS Program** (if applicable to this request): The VACS Program has a \$300,000 per applicant per Program year (July 1 thru June 30) cost-share limit. 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.

Soil and Water Conservation Districts (SWCDs) share information concerning VACS/VNRCF funding limits and cost share funding that approved participants have received from other SWCDs to ensure the Program applicant cap is not exceeded.

**[ ] Yes [ ] No** Have you received or will you receive cost share funding from another SWCD during the current Program year? If yes, which one(s)?

I certify that I will not accept VACS/Program funds that exceed established limits whether funds I receive are issued by a single SWCD or multiple SWCDs during a single Program year. Furthermore, I understand the limits of the tax credit I am eligible to receive.

**VA Agricultural Tax Credit Program** (if applicable to this request): The VA Agricultural Tax Credit Program (§§ 58.1-339.3 and 58.1- 439.5) allows agricultural producers a tax credit equal to 25% of the first \$100,000 expended for all eligible agricultural best management practices completed in any single tax year. If the agricultural producer has an approved resource management plan, the producer is eligible for a tax credit equal to 50% of the first \$100,000 expended for all eligible agricultural best management practices completed in any single tax year. If the amount of the certified tax credit exceeds the taxpayer’s liability for the tax year in which the BMP was completed as certified by the SWCD Board, the excess may be refunded by the Tax Commissioner.

\_\_\_\_\_  
**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 BMP Incentives Programs Contract (07/23); Part I of III

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VIRGINIA BMP INCENTIVES PROGRAMS CONTRACT

(Part II – Technical Determination and SWCD Approval)

Contract Number:				Applicant Name:				Total Contract - Amount Approved:				
Address:						State:		Zip code:				
Instance No.	DCR Practice	Farm	Tract	Field	Extent Requested	Program Type(s) for Funding		Total Estimated Cost (including Eligible Components)	Extent Authorized	Practice Lifespan	SWCD Amount Approved	Tax Credit Amount Approved
TOTAL(S)												

**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.

**Carryover of this practice is granted to be completed by date:**

\_\_\_\_\_  
1<sup>st</sup> Carryover Completion Date (if applicable)

\_\_\_\_\_  
2<sup>nd</sup> Carryover Completion Date (if applicable)

\_\_\_\_\_  
3<sup>rd</sup> Carryover Completion Date (if applicable)

\_\_\_\_\_  
SWCD Director Signature    Date

\_\_\_\_\_  
SWCD Director Signature    Date

\_\_\_\_\_  
SWCD Director Signature    Date

I (the Applicant) acknowledge receipt of this document. 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

\_\_\_\_\_  
Date

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



<b>Applicant Name:</b>						<b>Contract Number:</b>					<b>Total Contract – Amount for BMP Payment:</b>							
<b>Address:</b>								<b>State:</b>			<b>Zip Code</b>							
Instance No.	DCR Practice Code	Program Type(s) for funding	Farm	Tract	Field(s)	Extent Authorized	Extent Installed	Practice Lifespan	Total Actual Cost	SWCD Payment Amount	Contract Yr #	Payment Date	Check Number	Tax Credit Amt.	Tax Credit Issue Date			
<b>TOTAL(S)</b>																		

I certify that the information above is true and correct. I have installed and agree to maintain this/these practice(s) for the lifespan in accordance with program requirements. I agree to refund all or part of the cost share financial assistance or tax credit 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). I also understand that my period of responsibility begins with the acceptance of payment and/or tax credit and extends through the lifespan in accordance with program requirements. Lifespan is defined as the "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 the year of certification of completion." A BMP is subject to verification checks throughout the practice lifespan.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

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 ~~it has been determined~~ that each practice meets all applicable standards and specifications necessary for certification, payment and/or tax credit. ~~All practices are subject to verifications and any other quality control measures.~~

Name	Title	Date
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**PARTICIPANT PRACTICE INSTALLATION CERTIFICATION:**

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):

- VACS Program Specifications for this practice;
- NRCS construction specifications;
- NRCS conservation practice standards, including operation and maintenance requirements;
- Site-specific as-built documentation; and
- Site-specific engineering designs.

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 or tax credit 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/or tax credit 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 or tax credits.

**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:**

By (Print Name):

Title:

Signature:

Date:

**For Tax Credit** - A copy of the completed Agricultural Best Management Practices Tax Credit Certificate must be attached to this document.

**For CREP** - A copy of the completed and signed FSA forms AD-848A and AD-848B must be included in the participant's record folder prior to issuance of the state CREP rental or cost share payment.

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)