



COMMONWEALTH OF VIRGINIA  
 Department of Environmental Quality  
**VIRGINIA NPS BMP INCENTIVES PROGRAMS CONTRACT**  
 (Part I – Application for Program)

DEQ-NPS-BMP\_ Version 7/22/16

Part I of III

<b>Name of Grantee:</b> Piedmont Soil and Water Conservation District		<b>DEQ Grant Agreement #:</b> DEQ 16143	
<b>Application Number:</b> [Issued by Grantee]		<b>Contract Number:</b> [generated by tracking program-TP]	
<b>Application Date:</b>			
<b>First Name:</b>		<b>Middle Initial:</b>	<b>Last Name:</b>
<b>Business/Organization (Farm) Name</b>			<b>VA Fiscal Yr.:</b>
<b>TMDL Implementation Plan/Project</b>		Flat/Nibbs Creek Watershed Residential Septic	
<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:</b>		(H)	(W)
		(M)	

**APPLICANT'S REQUEST:** The following information is applicable to DEQ NPS BMP Cost-Share incentive programs. I agree to install and maintain all practices receiving financial incentives according to program specifications. 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 requirement(s). Should the property change ownership or leasehold during the lifespan of the practice I agree to complete an "Agreement Transferring Responsibility for Best Management Practice" form signed by all involved parties and submit that signed form to the associated Grantee. I understand I will be held responsible for the lifespan of the practice(s) if this form is not completed. 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 the 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 spot check throughout the practice lifespan. The voluntary participation in this program does not relieve or relinquish me and my property (or 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 DEQ NPS program(s) does not guarantee that any or all of my request will be funded. I also agree to allow the release of project information associated with BMPs in this contract for reporting on the status of NPS implementation progress.

**REQUIREMENTS APPLICABLE TO TMDL BMP CS INCENTIVE PROGRAMS**

<input type="checkbox"/>	<p><b>Agricultural Program:</b> The federal 319(h) funded agricultural TMDL cost-share program has a \$50,000 per applicant per program year (July 1 thru June 30) limit for individual practices or any aggregation of smaller practices with other funded practices. An exception for this are structural practices LE-1T, LE-2T, SL-6, WP-2T that may be approved to receive up to \$70,000 in cost-share funds in any given program year. 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. I certify that I will not accept 319 TMDL agricultural program funds that exceed the applicant limit whether funds are issued by a single SWCD or multiple SWCDs (or other entities) during a program year.</p>
<input checked="" type="checkbox"/>	<p><b>Residential Septic Program:</b> The DEQ NPS funded residential septic cost-share program has a baseline of 50% cost-share funding, and can be increased up to 75% based on income eligibility. The exception to these provisions is the septic tank pump-out practice, which is 50% cost share for all participants. Participants can request that the cost-share payment be made directly to the contractor or technical service provider (TSP) for on-site sewage disposal practices with the exception of septic tank pump-out. The participant must complete the Assignment of On-Site Sewage Disposal Practices Cost-Share Payment Authorization Form (TSP form). I understand I must submit documentation of my yearly adjusted gross income in order to receive maximum cost-share eligibility (beyond 50%). 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.</p>

Applicant Signature: \_\_\_\_\_

Date \_\_\_\_\_

(Original to be retained by the Grantee, copy with signature provided to the participant and a redacted copy (with signature) provided to DEQ. Parts II and III of this contract, or as generated by the DCR Tracking Program should be printed and attached to all signed copies and originals of this three part TMDL Contract.)