



Pepin County Land Conservation Department

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COUNTY COST-SHARE CONTRACT PEPIN COUNTY BUFFER INCENTIVE PROGRAM (PCBIP)

SECTION 1.

Landowner Name: _____ Grant Recipient Name: _____
Address: _____ Address: _____

Landowner Phone Number: _____ Grant Recipient Phone#: _____

Legal Location: ___ ¼ of the ___ ¼ of Section ___, T. ___N., R. ___W.

Parcel Identification Number(s): _____

Landowner Signature: _____ Date: _____

Grant Recipient Signature (if applicable): _____ Date: _____

County Representative Signature: _____ Date: _____

COST-SHARE CONTRACT NO: _____

SECTION 2.

INSTALLATION PERIOD

Each buffer must be installed in the year of the cost-share contract. This contract will provide a landowner choice of a lump sum or multiple year payment plan once the buffer is found to be established properly.

APPEAL RIGHTS

The landowner recipient may appeal to the county, in writing, any decision of the county land conservation department regarding this agreement. The county land conservation committee will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.

Agreement Criteria:

A. The landowner recipient agrees:

1. To install and maintain cost-shared buffer, consistent with the plans and specifications of the PCBIP.
2. To make all payments for which the landowner is obligated under this contract.

3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For the services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
4. To maintain the cost-shared buffer for at least _____ years from the date of installation.
5. To operate and maintain each cost-shared buffer for the required maintenance period following the certification of installation or replace it with an equally effective buffer. To refrain, during the maintenance period, from actions that may reduce a practice's effectiveness, or result in water quality issues.
6. To terminate the contract and cost-share payments if found non-compliant in repairing the buffer after 1 year.
7. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, development disability, or national origin, in the performance of responsibilities under this contract.
8. To make any changes to this contract, including changes in project components and costs.
9. To the county's right to stop work, or withhold cost-share funds, if it is found that the landowner or contractor has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

B. The county agrees:

1. To provide technical assistance for the design, construction, and installation of cost-shared buffer according to applicable standards in ch. ATCP 50, Wis. Admin. Code. The county agrees to provide written notice, when applicable, to inform each landowner recipient of the full ramifications of a cost-share contract, including future compliance obligations.
2. To provide cost-share funds to landowner, in the amounts specified in contract agreement in Section 3 upon proof that: the landowner has made all payments for which the landowner is responsible under the contract; the buffer(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
3. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after the duration of the maintenance period of the contract. Payment records from the landowner and county must provide proof of payment in full for all cost-shared buffers installed.
4. To follow required reimbursement procedures to facilitate timely cost-share payments to the landowner.
5. Inform the landowner if this contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed buffer(s) will not provide cost-effective soil and water quality benefits.
6. To provide yearly payments or one-time lump sum payment for this conservation practice to the best of their ability provided that county cost sharing funding is available. A lump sum payment plan will ensure that the landowner recipient will receive the entire payment of contract.

SECTION 3.

The parties agree to the practice, specifications, eligible costs, cost-share amounts, and installation schedules set forth below. The plans and specifications for installation of the following buffer(s) were developed for the landowner(s).

Name of Person Preparing Design:		Representing:		Date of Approval:					
		Pepin County Land Conservation Department		/ /					
Number	Cost-Shared Description	Years of Cost-Share	Quantity (acres)	Soil Rate (\$/acre)	Estimated Total Cost (\$)	County %	Landowner %	Estimated Cost-County (\$)	Estimated Cost-Landowner (\$)
				TOTALS	\$			\$	\$