



VIRGINIA CONSERVATION ASSISTANCE PROGRAM
CONTRACT (Part I – Application for Program)

PY 2024

Application/Contract Number: Application Date:
First Name: Last Name: Program Year:
Representative (if needed)
Address: City/County:
State: Zip code:
Telephone Number:
Email Address:

APPLICANT'S REQUEST:

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 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) described herein. 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 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 steering committee approval of payment." A BMP is subject to verification checks throughout the practice lifespan. The voluntary participation in VCAP does not relieve or relinquish me 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 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 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.

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.

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.

Signature of Applicant

Date