



H2Ohio Working Lands Buffer Contract

Producer/Owner and SWCD Identification:

Producer/Owner Name: _____

Address: _____

City, State, Zip: _____

SWCD: _____

The owner identified above ☐ is (or) ☐ is not a member of the above identified SWCD Staff or Board.

Practice	Cost Share Payment	Number of Acres	Yearly Payment	Total Payment	Existing Buffer or New Seeding
Working Lands Buffer	\$200.00 per acre per year for 2 years				

This H2Ohio Working Lands Buffer Contract provides funding for applicable acres up to the Total Payment amount listed above for Working Lands Buffer ("WLB") initiated after the effective date in the Soil and Water Conservation District ("SWCD") identified above.

Cost share paid for Working Lands Buffer will be based on the actual acres that the producer/landowner certifies and the technical representative of the Soil and Water Conservation District, hereinafter referred to as the "SWCD," or the Ohio Department of Agriculture ("ODA"), if applicable, verifies, up to the maximum number of acres at the rate specified above. The SWCD must verify that the practice (s) is complete and meets the required technical specifications set forth in the H2Ohio Exhibit A Working Lands Buffer Standard before any cost share payment will be made by the SWCD.

By signing this H2Ohio Working Lands Buffer Contract, the undersigned producer/landowner agrees to the following and shall:

1. Certify that the acres under this Contract are not enrolled in or benefiting from a similar buffer/filter strip practice facilitated by any other incentive program(s) (e.g., USDA Farm Bill programs such as CRP, CREP, EQIP, H2Ohio, MWCD, etc. existing H2Ohio Contract or similar state or regional funded programs).
2. Acknowledge that no H2Ohio Working Lands Buffer payments will be made until this agreement is approved by the local SWCD office, the producer has installed the practice(s), and the SWCD representative has approved the practice installation. The SWCD office will notify ODA to make payment the following spring from when the practice was signed up.
3. Allow representative(s) of the local SWCD and ODA to access and inspect the property and verify that practice(s) were implemented and maintained in accordance with the attached H2Ohio Working Lands Buffer Standard.
4. Notify the SWCD and request approval of any proposed changes to practice implementation. The SWCD must be notified if any substantial change is proposed for the practice(s) to be installed (i.e., starting/completion dates). The technical representative of the SWCD must approve such changes as proper and reasonable.
5. Acknowledge all practices will be installed and completed within one crop year (Spring 2024-Spring 2025) of SWCD approval.



H2Ohio Working Lands Buffer Contract

The SWCD identified above, and / or ODA shall:

1. Provide the undersigned producer/landowner with a fully executed copy of this Contract and maintain the original.
2. Provide an aerial location map showing the site(s) where the WLB is located and attach map(s) to this contract.
3. Verify the buffer acreage included on the location map(s) comply with the technical specifications set forth in the attached Criteria for H2Ohio WLB.
4. Have the right to access and inspect the property and verify that practice(s) were implemented in accordance with the practice standard or H2Ohio WLB.
5. Send H2Ohio program payment to the undersigned producer/landowner according to the terms outlined herein.
6. Will calculate the acreage, enter, and track in Beehive and the payment will be a flat per acre rate.

I understand that failure to follow the H2Ohio Exhibit A WLB Practice Standard may nullify this Contract, in whole or in part, and any associated cost-share commitment to the grower as determined by ODA, in its sole discretion.

Authorization Signatures:

I understand this H2Ohio WLB Contract is not effective until signed by representatives of the following three parties.

Producer/Landowner Approval

By signing below, I state that I have reviewed this document, that I understand the terms and conditions set forth herein, and that I have the authority to legally bind the entity identified above by the terms of this H2Ohio WLB Contract.

Producer/Landowner Signature

SWCD Approval

By signing this Contract on behalf of the SWCD identified above, I acknowledge that I have authority to sign on behalf of the Board of Supervisors, and the approval of these funds and WLB verification will rest exclusively with ODA.

Board Chairperson or Designee Signature*

*SWCD shall not sign this Contract if signing would be contrary to the Ohio Ethics Commission January 31, 2020, February 4, 2020, and February 7, 2020, Staff Opinions provided to the Office of Chief Legal Counsel at ODA.

ODA Approval

On behalf of the Ohio Department of Agriculture, Division of Soil & Water Conservation, I state that I have reviewed the Contract, that the site under this Contract is eligible for H2Ohio funding, and that H2Ohio Funds have been obligated to this Contract as stated.

ODA-Division of Soil & Water Representative