

Local Water Protection Program – Instructions & Conditions

The purpose of the Local Water Protection Program is to improve the State's water quality. The loan assistance is funded through the Clean Water State Revolving Fund. Loan amounts range from \$5,000 to \$50,000 with loan terms up to 10 years at an interest rate of no more than 3% - fixed for the life of the loan. Loans can fund up to 100% of a project's actual cost. A linked deposit incentive structure enables you to work with the lender of your choice. Applications are accepted on a continuous basis by your local Soil and Water Conservation District.

Application Process

- Step 1 The Landowner completes and signs the application and maintenance agreement at their local SWCD office. A technician from local office will provide an estimated cost and will determine whether the project has a water quality benefit. The technician signs the application.
- Step 2 SWCD Board Approval. SWCD commissioners act upon (deny or approve) the application. The chairperson will sign the application and maintenance agreement. A copy of the signed application can be faxed to 515 281-6170 or scanned and e-mailed to tony.toigo@idals.state.ia.us
- Step 3 Loan approval. The landowner applies for a loan through a participating lender. The lender will pre approve a loan and reserve loan funds for the project at www.ifaprograms.com . A list of participating lenders can also be found on this website.
- Step 4 DSC will assign an approval number and notify the SWCD that the application has been approved. As soon as the district has the application number and LWPP approval from DSC, construction may begin. The project must be constructed according to NRCS standards.
- Step 5 Project Inspection. Staff will inspect the project and verify actual costs. The technician will complete a certification of practice form (IP-2) and e-mail or fax a copy to DSC.
- Step 6 DSC will coordinate payment between IFA & participating lender. At or prior to loan closing, the lender needs to request funds for the linked deposit by going to www.ifaprograms.com . It's VERY helpful for the landowner to contact the lender when the work is complete so the lender can promptly request the linked deposit and make the loan to the landowner.
- Step 7 Repay loan. The landowner repays the loan according to the terms agreed to with the lender.

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- Timely completion. The approval of this application is good for twelve months following the reservation of funds. If the project is not expected to be complete within twelve months, the applicant may request an extension through the SWCD.
 - Records: The landowner shall maintain records that document all costs associated with the project for not less than 3 years from the date of the final loan payment. The project sponsor shall provide the Division of Soil Conservation and local SWCD representative access to the project to verify the loan was used for the purpose intended.
 - Rectification and Disputes: Failure of the landowner to implement the approved local water protection project or to comply with the applicable requirements constitutes grounds for withholding of loan disbursements. The project owner is responsible for ensuring that the identified problem is rectified.
 - Repayment & Property Transfer: Loans shall be repaid in accordance with the terms and conditions of the executed loan agreement between the participating lender and landowner. In the event of property transfer from the project owner that secured the loan to another person or entity during the repayment period specified in the loan agreement, the balance of the loan, principal and any accrued interest shall be due in full.
 - Project Maintenance: The funded practice must be maintained and kept in place for a period specified in the maintenance performance agreement, but in no case less than the life of the loan.
 - Landowner is responsible for obtaining all applicable permits. An application approval does NOT constitute a permit.



**For more information, contact your local SWCD or
Tony Toigo, Division of Soil Conservation
(515) 281-6148, tony.toigo@idals.state.ia.us**

Local Water Protection Program - Application

Name of Applicant	Phone	Email	SWCD (County)

Address	City	State	Zip

Township #	Range #	Section	1/4	1/4	1/4	Proposed Lender	Water Quality Benefits

Practice & Practice Code	Quantity (feet, acres etc.)	Estimated Loan \$	Other + Funding \$	Total = Estimated Cost
TOTALS	-----			

Circle Other Funding Types That Apply: *NIL, Cost Share, POL, REAP, EQIP, SWCD, WSPF, WPF, 319, WIRB,* _____

ESTIMATED PROGRAM LOAN - ONLY COSTS DIRECTLY RELATED TO PRACTICES THAT IMPROVE WATER QUALITY ARE ELIGIBLE

Livestock Operation Eligibility

- Is the existing facility required to have an NPDES permit from the Iowa DNR? YES NO
- Does the facility have more than 1000 animal units? YES NO
- Is the animal feeding operation a CAFO or will this project enable expansion to CAFO status? YES NO
- As a condition of receiving a loan for an animal waste practice, the loan program requires a nutrient management plan (with phosphorus index). Has the district office verified the facility has an approved nutrient management plan with a phosphorus index or is one being developed as part of the project? YES NO

I agree that the information contained in this application is accurate and the costs described above are accurately estimated and the practice(s) being installed will benefit water quality. By signing this application, the applicant also agrees to the terms and conditions of the Local Water Protection Program.

1.	Applicant	Applicant Signature	Date
	Project Technician	Project Technician Signature	Date
2.			
	Chairperson	Chairperson Signature	Date
3.			

Your project should not be started until the district has received an approval number from the State Division of Soil Conservation. You will be notified by the District when final approval is received.

Prepared by David L. Dorff, Ass't Att'y Gen., Iowa Dep't of Justice, State Capitol Complex
Des Moines, Iowa 50319., 515 281-5351: Return to;

Local Water Protection Program - Maintenance Agreement for LWPP Approval Number _____

County Soil and Water Conservation District.

This AGREEMENT is made and entered into by and between _____ County Soil and Water Conservation District, herein called
DISTRICT, and _____, herein called RECIPIENT.

WITNESSETH:

District and Recipient hereby agree that this covenant is executed to satisfy the requirements of 567 Iowa Administrative Code 93.6(4). 567 Iowa Administrative Code 93.6(4) requires this covenant as a condition for receiving a Local Water Protection Program Loan and provides that the owner, present or future, of the property herein described is personally liable through this agreement if the water quality project herein named is not maintained or is removed, altered or modified while this AGREEMENT is in effect.

The Recipient hereby acknowledges receipt of a Local Water Protection Program Loan. The loan has been used to fund a water quality project legally described as follows: _____, in the State of Iowa. Recipient hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to remove, alter or modify any water quality project herein named for the lifespan of the practice. The water quality project implemented on the land described above shall be maintained, kept in place or operated for the term specified for each practice. This period shall begin upon final inspection / approval of the practice by the certifying technician. The Recipient or Recipient's successors hereby agree that if any unauthorized removal, alteration or modification of the water quality project herein named occurs, the Recipient or Recipient's successors will maintain, repair or reconstruct the practice at his/her own expense. In the event of property transfer from the Recipient to another person or entity during the repayment period specified in the loan agreement, the balance of the loan, principal and any accrued interest shall be due in full. Recipient hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations created by this agreement before legal or equitable title to any portion of this property is transferred.

COVERAGE OF THIS AGREEMENT:

District and Recipient agree that the water quality project(s) detailed in the following description were partially or completely installed with a loan from the Local Water Protection Program.

Type of Practice(s)	Term	Type of Practice(s)	Term

Signature of SWCD Chairperson	Date	Signature of RECIPIENT	Date

State of Iowa, County of _____

This Instrument was acknowledged before me on _____ by _____

Signature of Notary _____ Stamp or Seal