

2024 Annual Report to the Legislature

Compost Reimbursement Program



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Summary

The Compost Reimbursement Program (CRP) was established at the Washington State Department of Agriculture (WSDA) through ESHB 1799 during the 2022 legislative session. This new program diverts composted organic materials from landfills by reimbursing farms to purchase, transport, and apply compost from approved facilities to agricultural fields. Not only does this diversion of organic material reduce CO2-equivalent emissions from landfills, but the field application of compost is a climate-smart practice (e.g., NRCS Conservation Practice 336) that increases organic matter, providing nutrients to plants and increasing resiliency to drought and flooding.

Development of the program, including infrastructure of the reimbursement process, soil sampling component, and communication and outreach to farmers began in the summer of 2022 and ramped up once a full-time employee was hired in July 2022. The CRP reimburses Washington farms for up to 50% of applicable costs, up to \$10K per farm per year, for purchasing and applying compost.

The program launched on Monday, October 16, 2023, with \$1,150,000 available for funding, and 119 applications were received within the first 24 hours. The application window was closed after 201 applications were received from 18 counties, and it was likely that all grant funding would be committed. Of these applications, 110 were approved for funding and 83 are on standby. These applications may be selected as uncommitted funding becomes available. Only 23 applications did not qualify for funding.

WSDA will work with participating farms to collect pre- and post-application soil samples to assess the long-term qualitative and quantitative effects of compost application on soil quality and carbon storage. This not only provides valuable customized information about soil health for participating farms, but the cumulative, repeated-measure, geospatial data will contribute to the <u>Washington Soil Health Initiative</u>'s long-term soil health research.

As required under RCW 15.04.420



1. Background and Program Overview

During the 2022 legislative session, the legislature passed a comprehensive bill addressing organic materials management (engrossed second substitute house bill (E2SHB) 1799). The bill recognized that landfills are a significant source of methane emissions, and that there are productive uses for diverted organic materials which have economic and environmental benefits. The legislation created a state target goal of 75% reduction of landfill disposal of organic materials and established the Compost Reimbursement Program (CRP) at the Washington State Department of Agriculture (WSDA) under RCW 15.04.420.

This new program reimburses Washington farming operations (farms) up to \$10K for purchasing and using compost that was not generated by the farm applying it. Participating farms are eligible to receive reimbursement for up to 50% of applicable costs associated with the compost purchase, not to exceed \$10K per farm per year. Applicable costs include compost purchases as well as costs for transport, spreading equipment, fuel, and labor.

Because the application of compost can improve soil health, the CRP provides the opportunity to assess the qualitative and quantitative effects of compost application on soil quality as required under RCW 15.04.420(8)(b). Farms participating in the program must collect and submit soil samples prior to compost application, then 1, 5, and 10 years after to track soil health. Once these soil samples have been analyzed, the results will be shared in subsequent versions of the CRP annual report.

To participate in the program, a farm must undergo an eligibility review by WSDA. Eligible farms must comply with WSDA's pest control rules as established under <u>Chapter 17.24 RCW</u>, as well as agree to collect baseline soil samples before compost application and then sample 1, 5, and 10 years after. Farms may not seek reimbursement for their own compost products or compost they have transferred or intend to transfer, to another individual or entity, whether or not for compensation. Additionally, compost must be purchased from a facility with a solid waste handling permit (see green symbols on Figure 3, view a map of permitted facilities online).

2. Program Budget

In fiscal year 2024, the CRP received a total of about \$1.52M, of which \$1.15M was allocated to fund the reimbursement grants and the remaining \$369K for administrative and set-up costs. Since this is the first year of the program, additional funding was allocated to develop program infrastructure and to create tools to assist applicants in understanding the process.

Because this is a reimbursement program and actual costs are not known until after applicants have completed the compost field application process, it is difficult to anticipate how many projects can be funded within the appropriated amount in one fiscal year. To avoid overcommitting available funding, the CRP used the reimbursement maximum amount (\$10K) as an estimate for each applicant until actual reimbursement costs have been submitted. With \$1.15M allocated in fiscal year 2024, the CRP could reimburse at least 115 farms at the maximum \$10K per farm rate. Farms are asked to provide an estimate of the amount of funds they will be seeking reimbursement for when they submit their eligibility application. This assists WSDA with estimating overall grant fund availability and better anticipating reimbursement amounts to reduce the potential of excess grant funds at the end of the fiscal year. As uncommitted funds become available during the fiscal year, standby applications may be selected to participate in the program.

Based on applications received and selected for funding this fiscal year, the average total incurred cost that applicant farms are seeking reimbursement for is \$13,091, with the highest amount being \$75,000 and lowest being \$250. Based on the program's grant funding maximum of \$10K and the 50% reimbursement rate, the average reimbursement amount from applicants would be \$5,366 per farm this funding cycle.



3. Development of the Program

The planning process for developing the CRP began in the summer of 2022. WSDA hired a full-time employee to assist with program development and management of the day-to-day operations of the program in July 2023. There were two main parts to the development, these included the application/reimbursement process and the soil sampling process. The application and reimbursement aspect of the program was straightforward, aside from the unique timeline of the grant itself. More details on this process can be found under section 4 Application Process.

For the soil sampling component of the CRP, WSDA established an advisory committee of soil scientists, including scientists from its Natural Resource and Agricultural Science (NRAS) program, to determine the best protocol to collect and analyze samples. The advisory committee will also assist with the interpretation of soil sampling data as needed. WSDA built the sampling part of the program based on recommendations provided by the advisory committee. Some major recommendations that came from the advisory committee included:

- Providing farmers with sampling kits and instructions so they can collect soil samples
 rather than WSDA staff, which is more cost effective for WSDA and more convenient for
 farmers;
- Establishing the methodology through which samples will be collected;
- Determining the frequency of sample collection (years 0, 1, 5, and 10)
- Selecting the soil health indicators to be tested;
- Determining how soil sample data are stored and how samples will be tracked via GIS;
- Developing a sampling protocol for farmers.

The advisory committee was also consulted on how best to collect qualitative data from farms. This resulted in the program using survey questions developed by the Washington Soil Health Initiative. For more information on the soil sampling aspect of the program, please see section 5 *Soil Sampling and Analysis*.

4. Application Process

Each fiscal year (July 1st – June 30th), the CRP funding cycle has three major phases.

- 1. Eligibility applications will be accepted, and grant agreement contracts will be signed. In a typical year, this will begin in July, and it is anticipated that capacity will be reached by August.
- 2. Crop & Field Surveys will be submitted, and soil samples will be collected. In a typical year, this will begin in September and will conclude in November.
- 3. Reimbursement applications will be processed, and grant funds will be distributed. In a typical year, this will begin in November and run through the rest of the fiscal year through June 30.

Figure 1 - The 3 Steps of the Application Process



Diagram showing the three major steps of WSDA's Compost Reimbursement Program with approximate annual timing for FY2025 and beyond.

Eligibility Revew Application

The CRP begins each fiscal year by accepting applications to determine the eligibility of farms to participate in the program, known as the **Eligibility Review Application (eligibility application)**. This is conducted through a web-form that gathers information from each applicant in the following categories:

- Farm business information
- Program details
- Optional survey
- Confirmation of program dealings

Applications are considered on a first come first served basis for farms, to ensure that each meets the following criteria:

- (1) The farm fits the definition established in RCW 15.04.420.
- (2) A valid and up-to-date compost delivery address is provided by the farm.
- (3) The farm intends to purchase compost from a valid compost facility that holds a solid waste handling permit.
- (4) The delivery of the compost is consistent with WSDA's agricultural pest control rules established under chapter <u>17.24 RCW</u>.

To meet the qualification of farming operation, an applicant's business must be a commercial agricultural, silvicultural, aquacultural, apicultural, or livestock operation for food, or non-food uses. Additionally, the business must produce and sell, or normally would produce and sell, at least \$1000 annually of agricultural products to be considered commercial.

Applications are processed into three categories:

- **Conditionally approved** The farm's application meets all the above standards and is sent the Grant Agreement Contract to sign. For further details on the grant agreement, see the following section.
- **Denied** The farm's application fails to meet one or more of the above standards. Applicants will need to resubmit a new application if denied.
- **Standby** Once all grant funding has been allocated to approved applications, the remaining applications will be placed on standby. These applications will be processed later in the fiscal year if additional capacity becomes available.

The full list of questions asked as part of the eligibility application can be found in *Appendix A – WSDA CRP Eligibility Application*.

Grant Agreement

Once a farm has been deemed eligible to participate in the program each year, they will receive a **Grant Agreement Contract** with a summary of their responses to the eligibility application attached. This contract will establish the program-related relationship between WSDA and the farm. The applicant will have 60 days from receipt of this contract to sign and return it to WSDA, or their application will be denied.

In particular, the grant agreement establishes that the farm agrees to collect soil samples for up to 10 years following the grant distribution. For farms on leased land, the signatory authorization of the landowner is also required on the grant agreement.

Upon execution of this contract, the farm is considered a full participant in the program, and the maximum amount of \$10,000 of potential grant funding is allocated. Under the grant agreement contract, the farm agrees to incur costs in a manner consistent with the information provided in their eligibility application and that all associated costs will be of a reasonable market rate.

An example of the grant agreement contract can be found in *Appendix B – WSDA CRP Grant Agreement Contract*.

Crop & Field Survey

Once the grant agreement is executed, the participating farm will receive the Crop & Field Survey, which gathers qualitative data on the crop type and management history of the farm. For the soil health component, the farm is asked to select one field receiving compost that is representative of the farm's ecology and geology. For that field, the farm will provide the following information:

- An approximate geo-spatial boundary of that field.
- Crop type history of that field for the last 5 years.
- Qualitative success metrics for each year and crop for that field.
- Field certifications.
- Soil amendment management details.
- Management details for on-farm impacts, irrigation, tillage, livestock grazing, and cover crops.

This qualitative data will be used in conjunction with the quantitative soil sample data to assess the effects of the compost purchased through this program on soil quality and carbon storage. Each year that the farm collects a soil sample, they will first submit a response to this survey to provide an updated qualitative perspective on the field. A full version of the Crop & Field Survey can be found in Appendix C – WSDA CRP Crop & Field Survey.

Following the completion of the Crop & Field Survey, a soil sampling kit is mailed to the farm. For further information on the soil sampling process, see section 5 *Soil Sampling and Analysis*.

Reimbursement Application

Following the collection of the baseline soil sample, the farm can apply compost and incur associated costs. After all costs have been incurred for the fiscal year, the farm can submit one reimbursement application through a web-form in the WSDA Plant Inspection Services & Certification Electronic System (PISCES). The application must be received by June 1 of each year.

When applying for reimbursement, each farm must provide proof of purchase for compost from a facility with a solid waste handling permit. This includes details on the total volume and weight of compost as well as qualitative data on compost application. Additionally, the applicant must confirm both the address of the facility from which they purchased the compost and the address of the delivered compost.

For each associated cost submitted in the application, the applicant must provide documentation showing proof of purchase as well as a brief description of how that cost fits into the eligible costs outlined in the statute. At this time, no reimbursement applications have been received or processed.

This year's reimbursement application can be found in *Appendix D – WSDA CRP Reimbursement Grant Application*.

5. Soil Sampling and Analysis

To better assess the qualitative and quantitative effects of the CRP on soil quality and carbon storage, each participating farm must collect soil samples for up to 10 years following grant distribution. As established in the grant agreement, soil samples will be collected by participating farms and shipped to a WSDA approved laboratory for analysis. To collect the samples, each participating farm will be sent a sampling kit from WSDA that includes the CRP Soil Sampling Protocol (final 2 pages of Appendix B – WSDA CRP Grant Agreement Contract), two soil sampling bags, a map of the sampling field provided in the crop survey, and a prepaid shipping box for the samples.

Each farm will collect a soil sample from the same field four times throughout the 10-year period. This includes a baseline sample (year 0), 1 year after compost application, 5 years after compost application, and 10 years after compost application. If a farm participates in the program again in subsequent years, additional samples will occur in 5-year intervals if they are within 10 years of the most recent participatory year. As supported by the advisory committee, this sampling pacing reduces the impact on farmers in the program and WSDA operation costs, while still maintaining an accurate image of the compost's effect on soil quality and carbon storage.

Crucially, this program is collecting baseline (year 0) soil quality data from all participating farms. This baseline data includes a 5-year crop history and management survey (see section 4 Application Process) as well as a lab-analyzed soil sample for the following characteristics:

- Carbon Storage: Percent Carbon (%C), Organic Matter (OM), Potentially Mineralizable Carbon (PMC), and Permanganate Oxidizable Carbon (POC)
- Soil Quality: Acidity (pH), Plant Available Nutrients (DTPA Sorbitol and Ammonium Acetate Cations), Texture, Cation-Exchange-Capacity (CEC), Phosphorous, Nitrogen (Mineralizable N and Ammonium Nitrogen), Salinity (Electrical Conductivity).

Once gathered, soil data from this program will be managed internally by WSDA and displayed geospatially using ESRI GIS products. Each year, this report to the legislature will demonstrate results from the previous year, as well as prior years, to convey a comprehensive picture. Next year (fiscal year 2025), this section of the report will contain information on this initial baseline data that was collected in fiscal year 2024 to establish a starting point for future analyses.

6. Outreach and Communication

A communications plan was developed to provide a clear message about the program and more effectively target stakeholders. This plan outlined the communication goals of the program, better defined stakeholders and participants, identified potential communication challenges, and determined effective communication methods. Many of the strategies developed in the communications plan will be rolled out next year; however, some of them were created prior to launching the program.

A webpage was developed for the CRP (bit.ly/wsdacompost) that provides information about the program, as well as different resources for farms that are interested in applying. From the webpage, interested farms can access information on how to apply to the program, including a link to the eligibility application and detailed information on the application process. There is also information on applying for reimbursement and soil sampling, as well as links to the grant agreement contract and the soil sampling protocol.

In addition to the webpage, program flyers were created to hand out at events and conferences. To reach as many farmers as possible, some program materials have been translated into Spanish. This includes the flyer, soil sampling protocol, and packing information for the soil sampling kit. The program is considering other languages that materials could be translated into.

In addition to the materials that have already been developed, the program will be developing additional communication materials to help clarify the application process and better reach underserved communities across the state. One way the program is doing this is by creating a short, animated video depicting each step of the application process. The video will break the program down to clarify what steps the farmer must take when applying and what their responsibilities will be once they have been accepted into the program.

7. Program Launch

The Fiscal Year 2024 CRP application period opened on Monday, October 16th, 2023. In the week prior as well as the day of launch, notifications were sent to a distribution list of interested parties. Within the first 24 hours of launch, 119 applications were received. There was a sharp decline in the per-day rate of applications received over the next week. Two weeks after being launched, the fiscal year 2024 program received 201 applications. For those 201 applications, the most prominent counties were King (31), Okanogan (21), and Grant (17). Figure 2 shows the number of applications received per county for all counties that submitted more than 5 applications. Due to the high early response, applications closed on December 1st, 2023.

In the first round of application processing, 110 were approved for funding, 83 are on standby pending availability of uncommitted funds, and 23 applications did not qualify. It is anticipated that additional applications will be processed in early 2024 after evaluating remaining funding. Based on feedback the CRP has received from stakeholders and the number of applications received for fiscal year 2024, there appears to be a high demand for this grant funding. A total of \$1.77M will be available in fiscal year 2025.

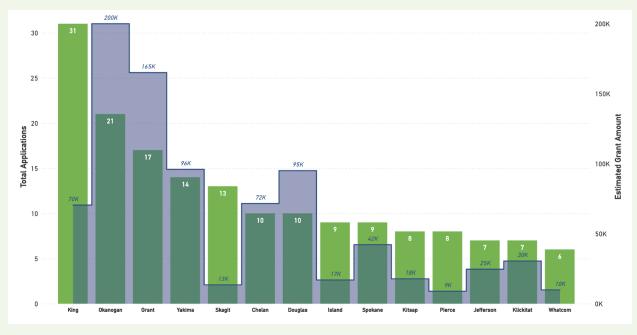


Figure 2 - Applications Per County

Applications by Washington county for the WSDA Compost Reimbursement Program's eligibility application. (Green Bars) Number of applications received for counties that submitted more than 5 applications. (Blue Area) Total estimated grant amount in dollars for the counties that submitted more than 5 applications. This was calculated by considering 50% of estimated incurred costs or \$10,000, whichever was lower, and summed across all applications in that county.

For each application, the applicant was asked to estimate the total incurred cost associated with this program. With those values, an estimated grant amount was calculated, totaling either 50% of the cost provided or \$10,000, whichever was less. This is summarized in Figure 2 with the highest total estimated grant amount counties being Okanogan (\$200,000), Grant (\$165,000), and Yakima (\$105,000). These numbers do not reflect actual amounts delivered, but rather show an overall picture of all applications submitted. At this time, funds have not been distributed to accepted applications, though it is expected the above values will look considerably different. Funds will begin being distributed once the program starts receiving reimbursement applications. All \$1,150,000 in grant funds have been allocated.

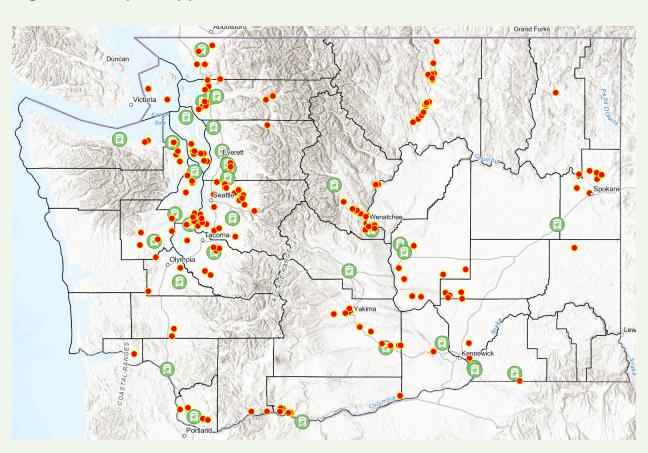


Figure 3 - Map of Applications

Map of application submissions (orange dots) and the eligible solid waste handling permitted facilities (green symbols) across Washington for WSDA's Compost Reimbursement Program.

Due to the program prioritizing applications on a first come, first served basis, a large portion of the grant funds have been allotted to a handful of individuals that submitted multiple applications (between 5 – 30) for separate farms. One way to distribute the grant funds more equitably would be to set a limit to the number of applications one individual can submit. This is something the program will assess more over the next year.

The CRP has received consistent feedback from farmers regarding the current list of compost facilities that are eligible for reimbursement. Under the CRP, only compost from facilities with a solid waste handling permit are eligible for reimbursement. The limited distribution of these permitted facilities across the state has made it difficult for some farms to participate in the program. This is especially true for farms located in counties where there are no permitted facilities, such as Island and Okanogan counties. Figure 3 shows the distribution of permitted facilities across the state and areas where access may be limited.

8. Conclusion

With the development of the program's infrastructure and processes, the CRP is set to run smoothly for fiscal year 2024 and 2025. The CRP will begin accepting another round of applications for fiscal year 2025 starting in July 2024. Plans for the coming year include expanded outreach efforts to farms across the state, the development of guidance materials for applicants, development of a database to store data collected, and acceptance of a higher number of applicants into the program.

Appendix A - WSDA CRP Eligiblity Application

Splash Page

The Washington State Legislature has allocated grant funding to reimburse Washington farmers for purchasing and spreading compost on their land from facilities with solid waste handling permits. WSDA's Compost Reimbursement Program aims to encourage on-farm use of commercial compost.

For eligible farms, the program will pay up to 50% of the cost to obtain, transport, and spread compost, not to exceed \$10,000, per farm per year. In addition, the program studies the qualitative and quantitative effects of compost application on soil quality and carbon storage.

Applicants must undergo an eligibility review with the department prior to transporting or applying any compost for which reimbursement is sought. Part 1 of the application process will determine an applicant's eligibility to participate in the program. If found eligible to participate, applicants must sign a grant agreement contract with WSDA and collect a soil sample prior to applying compost.

For more information regarding the Compost Reimbursement Program and application process, visit our webpage at Compost Reimbursement | Washington State Department of Agriculture

Submit the following application to be considered for eligibility in this program. Applications will be processed on a first come, first served basis. If eligible, you will be contacted via email with further details.

Submissions to this application and all information related to program participation are subject to public disclosure as part of the Public Records Act.

Farm & Contact Information

- 1. Farm Operation Name:
- 2. Farm Business Address:
- 3. Farm Business Address County:
- 4. Farm Business UBI (Uniform Business Identifier):
- 5. Does this farming operation typically produce or sell, or normally would have sold, at least \$1000 of agricultural products in a given year?:

Operation Contacts

- 6. Primary Contact Name: (First Name Last Name(s))
- 7. Primary Contact Phone:
- 8. Primary Contact Email:
- 9. Secondary Contact Name: (First Name Last Name(s))

- 10. Secondary Contact Phone:
- 11. Secondary Contact Email:
- 12. Is the business on leased land?:
 - a. Years remaining on lease?: (round up to the nearest year)
 - b. Landowner Contact Information Due to the business being on leased land, we will need to collect the contact information of the landowner and they will need to provide their signature on the Grant Agreement Contract if found eligible. This is because WSDA and the farm must conduct soil sampling for ten years after participation in the program per RCW 15.04.420(2).
 - i. Landowner Name: (First Name Last Name(s))
 - ii. Landowner Contact Phone:
 - iii. Landowner Contact Email:

Program Details

- 13. What type of operation is your farm?: Per RCW 15.04.420(1), a farming operation is defined as a commercial agricultural, silvicultural, or aquacultural facility or pursuit, including the care and production of livestock and livestock products, poultry and poultry products, apiary products, and plant and animal production for nonfood uses; the planting, cultivating, harvesting, and processing of crops; and the farming or ranching of any plant or animal species in a controlled salt, brackish, or freshwater environment. Please select all that apply.
 - a. Agricultural, silvicultural, aquacultural, livestock, poultry, apiary, nonfood (plant & animal production), other w/ textbox
- 14. Composting facility where compost will be purchased: Per RCW 15.04.420(3) applicable costs can only be reimbursed if the compost was purchased from a facility with a solid waste handling permit. To find the nearest facility to this farming operation, go to this webapp. The following selection should be the best estimate of the applicant.
- 15. How many independent fields do you plan to apply compost to?: The following selection should be the best estimate of the applicant.
- 16. Will this compost be delivered to or applied at multiple addresses?:

Please provide all addresses the compost will be delivered or applied to – If greater than five locations, please email compost@agr.wa.gov or call (360)890-0625

- a. Address of the destination of the compost: If the same as the previously provided farm address, please resubmit the address here.
- b. (2) Address of the destination of the compost:
- c. (3) Address of the destination of the compost:
- d. (4) Address of the destination of the compost:
- e. (5) Address of the destination of the compost:

- 17. Estimated month that compost will be transported: *The following submission should be the best estimate of the applicant.*
- 18. Estimate total cost for compost purchase and application: Per RCW 15.04.420(3), the costs associated with purchasing and using compost from facilities with solid waste handling permits, including transportation, equipment, spreading, and labor costs are eligible for reimbursement. The following submission should be the best estimate of the applicant.
- 19. How will the compost be utilized as part of this farming operation?: Please explain

Optional Survey

For WSDA internal tracking, please consider answering the following optional questions. The answers to these questions will not affect the eligibility determination of this application.

- **20**. Would being granted this reimbursement change your typical practices on this farm?: Please explain
- 21. How long has this farm been in operation?: (Round to the nearest year)
- 22. How did you hear about the Compost Reimbursement Program?: Select all that apply:.
 - a. WSDA Outreach, Worth of Mouth, Composting Facility, Other

Confirmation & Signature

- 23. The farming operation declares that it is not seeking reimbursement for its own compost products or compost products that it has transferred, or intends to transfer, to another individual or entity, whether or not for compensation. (Y/N)
- 24. The farming operation acknowledges that, if found eligible, they must sign a grant agreement contract with WSDA outlining the full details of program participation and reimbursement before the purchase and application of compost. Click here to view the latest grant agreement contract (Y/N)
- 25. The farming operation verifies they will conduct soil sampling and allow soil sampling to be conducted by WSDA upon request before compost application and until at least 10 years after the last grant funding is used by the farming operation, as necessary to establish a baseline of soil quality and carbon storage and for subsequent department evaluations to assist with reporting requirements. (Y/N)
- 26. The farming operation acknowledges that, if the property is leased, the signature of the landowner will be required to verify they will allow soil sampling to be conducted by WSDA upon request before compost application and until at least 10 years after the last grant funding is used by the farming operation, as necessary to establish a baseline of soil quality and carbon storage and for subsequent department evaluations to assist with reporting requirements. (Y/N)
- 27. Application Confirmation Signature By signing this application, you certify you are authorized to sign on behalf of the farming operation.

Appendix B - WSDA CRP Grant Agreement Contract



Compost Reimbursement Program 1111 Washington St SE Olympia, WA 98504-2560 (360) 890-0625 compost@agr.wa.gov

Compost Reimbursement Program Grant Agreement Face Sheet

Grantee:	Grantee Doing Business As (optional):
WSDA Representative:	Grantee Representative:
Grant Amount: Not to exceed \$10,000	Grant Start Date: Grant End Date:
Previous Grant Agreement Numbers (list all):	Tax ID:
Statewide Vendor Number:	UBI:

The Compost Reimbursement Program is established under <u>RCW 15.04.420</u>. This grant program reimburses farming operations for the purchase and use of compost products from facilities with solid waste handling permits. Purchases eligible for reimbursement include transportation, spreading equipment, labor, fuel, and maintenance costs associated with spreading equipment.

To be eligible to participate in the reimbursement program, a farming operation must verify that it will allow soil sampling to be conducted by the Washington State Department of Agriculture (WSDA) upon request before compost application and until at least 10 years after the last grant funding is used by the farming operation, as necessary to establish a baseline of soil quality and carbon storage and for subsequent department evaluations to assist the department's reporting requirements under RCW 15.04.420(8).

By participating in the Compost Reimbursement Program, the farming operation agrees to collect soil samples per the Program's Soil Sampling Protocol. The farming operation also agrees to provide qualitative information, as requested by WSDA, to assist the department's reporting requirements. Farming operations located on leased land must ensure that the landowner has agreed to these requirements. All program records and data are subject to public disclosure as part of the Public Records Act.

The farming operation must collect a soil sample prior to compost application.

WSDA will distribute reimbursement funds, subject to the following limitations:

(a) A farming operation is not eligible to receive reimbursement if the farming operation's application was not found eligible for reimbursement by the department prior to the transport or use of compost;

Contract Number:

(To be completed by WSDA)

- (b) A farming operation is not eligible to receive reimbursement for more than 50 percent of the costs it incurs each fiscal year for the purchase and use of compost products, including transportation, equipment, spreading, and labor costs;
- (c) A farming operation is not eligible to receive more than \$10,000 per fiscal year;
- (d) A farming operation is not eligible to receive reimbursement for its own compost products or compost products that it has transferred, or intends to transfer, to another individual or entity, whether for compensation; and
- (e) A farming operation is not eligible to receive reimbursement for compost products that were not purchased from a facility with a solid waste handling permit.

The Grantee shall indemnify and hold harmless the state and its officers, agents, and employees from all claims arising out of or resulting from the compost products purchased that are subject to the Compost Reimbursement Program.

WSDA and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including applicable federal and state of Washington statutes and, regulations, and policies, the Agreement Face Sheet, Terms and Conditions, Soil Sampling Protocol for the Compost Reimbursement Program, and Attachment A. GRANTEE MUST REPAY WSDA ALL FUNDS RECEIVED IF GRANTEE DOES NOT COMPLY WITH ALL THE CONDITIONS OF THIS AGREEMENT.

FOR GRANTEE	FOR WSDA
By signing this Agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.	
Name:	Name:
Title:	Title:
Date:	Date:

Contract Number:

(To be completed by WSDA)



Compost Reimbursement Program 1111 Washington St SE Olympia, WA 98504-2560 (360) 890-0625 compost@agr.wa.gov

Compost Reimbursement Program Grant Agreement Terms and Conditions

(1) DEFINITIONS

The following definitions apply throughout this Agreement."

- "Agreement" means this Agreement between WSDA and Grantee.
- "Grant Amount" means the total amount of funding available under this Agreement, as set forth on the Agreement Face Sheet.
- "<u>Grantee</u>" means the entity identified as the Grantee on the Agreement Face Sheet. "Grantee" includes all employees and agents of the Grantee.
- "Reimbursement Application" means the application submitted by the Grantee to WSDA requesting reimbursement for purchases made or costs incurred meeting the requirements listed in RCW 15.04.420(5).
- "Soil Sampling" means the process of extracting a small volume of soil for subsequent analysis at a laboratory.
- "WSDA" means the Washington State Department of Agriculture.

(2) GRANT MANAGEMENT

The representatives listed on the face sheet of this Agreement for each of the parties shall be responsible for and shall be the contact person for all communications and billings related to the performance of this Agreement. Each party will notify the other of any change in representatives in writing. Email shall be the primary means of written communication. An email message is sufficient for written notice required by this Agreement unless otherwise specified in a specific provision.

(3) GENERAL OBLIGATIONS

Pursuant to the purpose set out in the Agreement Face Sheet and acting under the authority of RCW 43.23.030, WSDA has found the Grantee eligible for and issued a conditional award letter to the Grantee for reimbursement for the items described in Attachment A. Grantee must perform in accordance with this Agreement's terms and conditions, its proposed activities as described in Attachment A, WSDA Compost Reimbursement Program instruction, and all applicable federal, state and local laws, ordinance, or regulation, including, but not limited to, RCW 15.04.420. A violation of any applicable law, ordinance, or regulation is a violation of this Agreement that WSDA has the discretion to determine is a basis to terminate this Agreement.

(4) FUNDING

Grantee will receive reimbursement up to the total amount shown on the Agreement Face Sheet, for items listed in Attachment A, in an amount no more than fifty percent (50%) of the costs it incurs each fiscal year for the purchase and use of compost products (including transportation, equipment, spreading, and labor costs) consistent with the proposed activities described in Attachment A. WSDA will make payments on reimbursement basis only. Requests for reimbursement may be denied if they exceed the usual and customary market rate for similar goods or services.

(5) APPLICABLE LICENSING, PERMITTING, OR INSPECTION

Grantee is solely responsible for meeting all applicable licensing, permitting, or inspection requirements prior to application of compost, including but not limited to the soil sampling requirements listed in section 12. The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

(6) PERIOD OF PERFORMANCE

The period of performance for the Project is between the Grant Start Date and the Grant End Date shown on the Agreement Face Sheet.

(7) ALLOWABLE AND DISALLOWED COSTS

- 1. Expenses submitted by Grantee in the Reimbursement Application form are the only allowable costs for reimbursement.
- 2. Up to fifty percent (50%) of allowable costs are eligible for reimbursement, subject to WSDA's review and approval of the documentation described in the Reimbursement Application form.
- 3. Disallowed costs are Ineligible Expenses including, but not limited to:
 - a. Any expenses exceeding the Grant Amount on the Agreement Face Sheet.
 - b. Any expense incurred or paid by Grantee before the fiscal year in which reimbursement is sought, or after the Reimbursement Application has been submitted.
 - c. Any expense that is not for the purchase and use of compost products from a facility with a solid waste handling permit (expenses for the transportation, equipment, spreading, and labor costs associated with such compost products may be reimbursable).
 - d. Any expense incurred or paid by Grantee for their own compost products or compost products that it has transferred, or intends to transfer, to another individual or entity, whether or not for compensation.
 - e. Any expense incurred or paid by Grantee for compost products that were not purchased from a facility with a solid waste handling permit.
 - f. Any expense covered by other federal, state, or local governmental funding or insurance payment.
 - g. Any expense incurred in violation of any applicable law, ordinance, or regulation.
 - h. Any expense that is not primarily associated with the proposed activities described in Attachment A.
 - Expenses associated with equipment rentals that exceed the usual and customary market rate for similar equipment.
- 4. Disallowed costs are not eligible for reimbursement.
- 5. The Grantee is liable for the repayment to WSDA of any expenses that are determined by audit or WSDA to be disallowed costs.

(8) MODIFICATION

- 1. The Parties may modify or amend the Agreement by prior mutual consent. No modifications or amendments are binding unless in writing and approved by WSDA.
- WSDA may unilaterally extend the date by which funds are to be expended.

3. WSDA, at its discretion, may approve Grantee-requested adjustments to Approved Cost Items without modifying or amending this Agreement, provided the adjustments do not affect the total award amount. Adjustments are not effective unless the Grantee requests and receives approval in advance in writing from WSDA.

(9) PAYMENT PROCEDURES

- 1. Grantee must register in the Washington Statewide Vendor/Payee System. If the Grantee does not have a Statewide Vendor Number (SVN), Grantee may register online at https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services.
- 2. Requests for reimbursement of allowable costs must be made using the Reimbursement Application form. Requests must be supported by appropriate receipts, paid invoices, or other financial records such as contractor invoices or copies of cashed checks. Detail and documentation must be sufficient for WSDA to confirm that the expense is allowable, budgeted, and accurately calculated.
- 3. WSDA will review the Reimbursement Application form prior to approving for payment. WSDA may reject and return deficient reimbursement requests in whole or in part and withhold payment pending correction by the Grantee. WSDA may request additional information or documentation to support a reimbursement request. WSDA may also disallow all or part of the cost of an activity or action not in compliance with this Agreement, and may partially suspend or terminate the Agreement.
- 4. Grantee will send an invoice to WSDA for reimbursement of eligible expenses.
- 5. WSDA will pay invoices within 60 days of receipt.
- 6. Grantee may only submit one request for reimbursement per fiscal year beginning July 1st and ending June 30th, for costs incurred during that fiscal year.
- 7. Grantee must submit invoice for reimbursement on or before June 30th.
- 8. Grantee may submit only one request for reimbursement under this Grant Agreement.

(10) RETENTION OF EQUIPMENT AND IMPROVEMENTS

- 1. Title to equipment and improvements purchased with grant funds vests in the Grantee.
- 2. Equipment purchased with grant funds must remain in use for the intended purpose for at least 3 years from the end of agreement time period.
- 3. Grantee is liable for repayment of funds expended for equipment and improvements not retained by Grantee in accordance with this provision. WSDA may, in its discretion, pro rate the amount of repayment.

(11) PROCUREMENT

- 1. All procurement transactions will be conducted in a manner to provide, to the extent practical, open and free competition. Grantee must make positive efforts to assure that small, minority-owned, and women-owned businesses are used when possible.
- Grantee must conduct suspension and debarment checks prior to entering into any contract (vendor/purchase) with value of \$25,000 or more, including the requirement to include this in all lower tier covered transactions, by searching records System for Award Management (SAM) at https://sam.gov/SAM/ or requiring contractors to provide written certification that they are not debarred or suspended from receiving federal funds.
- 3. If the Grantee or any of its contractors, at any time after award, are debarred or suspended, they are required to immediately report this to WSDA.

(12) SOIL SAMPLING

- 1. Grantee must perform soil sampling prior to compost application and until at least 10 years after the last grant funding is used by the Grantee. Soil sampling must be performed as described in the most recent version of the Program's Soil Sampling Protocol.
- 2. Grantee must send soil samples, as described in the Program's Soil Sampling Protocol, to a WSDA approved laboratory for analysis.
- 3. Grantee (and the landowner where the farming operation is located on leased land) must ensure and allow soil sampling to be conducted by WSDA upon request before compost application and until at least 10 years after the last grant funding is used by the Grantee, as necessary to establish a baseline of soil quality and carbon storage and for subsequent department evaluations to assist with WSDA's reporting requirements.
- 4. Grantee must provide qualitative information, as requested by WSDA, to assist the department's reporting requirements.
- 5. In the event the grantee is found to be out of compliance with this section, WSDA reserves the right to recapture funds consistent with section 16.

SIGNATURE OF LANDOWNER

If the property is leased by the Grantee, the signature of the landowner is required in order to be eligible for reimbursement.

By signing this Agreement, you certify that you are authorized to sign on behalf of the landowner of this property and certify that the landowner will allow soil sampling to be conducted by WSDA upon request until at least 10 years after the last grant funding is used by the farming operation.

		V	
Printed Name:		(
Landowner Name:			
Date:			

(13) CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this Agreement, Grantee certifies it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

(14) SITE VISIT EVALUATIONS

- 1. WSDA may conduct a site visit at any time up to the end of the grant date and will provide a three-day notice. To the extent possible, all site visits will be scheduled on mutually acceptable dates.
- 2. Grantee must ensure that WSDA is provided a right of access to the site, including fields, as well as ensuring that WSDA is allowed to conduct soil sampling at any time until at least 10 years after the last grant funding is used by the Grantee.

3. Grantee must ensure that WSDA is provided a right of access to any books, documents, papers, or other records related to performance of this Agreement. If the property is leased, WSDA may request a copy of the executed lease at any time and up to 3 years after the Grant End Date.

(15) COMPLIANCE ENFORCEMENT ACTIONS

- WSDA may take action for Grantee's failure to comply with the Agreement terms and conditions, including soil sampling requirements, in accordance with all applicable statutes, regulations, and policies. The type of the enforcement action may depend on the severity and duration of the noncompliance.
- 2. WSDA will provide Grantee notice and 20 days in which to correct the non-compliance before taking an enforcement action; repeated or continued non-compliance is ground for termination for cause.
- 3. WSDA's enforcement remedies include, but are not limited to:
 - a. Disallowance of costs for all or part of the cost of the activity or action not in compliance, or for non-compliant invoicing or reporting.
 - b. Withholding of payments.
 - c. Recapture of funds.

(16) RECAPTURE FUNDS

- If Grantee fails to perform under this Agreement in compliance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all or any portion of funds disbursed under the Agreement.
- 2. When it is discovered that Grantee has received reimbursement for a disallowed expenditure or if WSDA determines that Grantee's records are insufficient to support a conclusion that the expenditure is allowable, WSDA may allow Grantee to repay the amount within 30 days of notification or deduct the amount from a subsequent Request for Reimbursement.

(17) INSURANCE

- 1. Grantee must maintain Commercial General Liability Insurance coverage, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity.
- 2. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or not owned by Grantee, Grantee shall provide automobile liability insurance.
- 3. The intent of the required insurance is to protect the State from any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Grantee, contractors, or agents of either, while performing under the terms of this Agreement.

(18) PROPRIETARY INFORMATION

Grantee acknowledges WSDA is subject to <u>chapter 42.56 RCW</u>, the Public Records Act, and that this Agreement and any records Grantee submits to WSDA under this Agreement or that are generated by WSDA related to this Agreement (including soil sampling data) are public records as defined in RCW 42.56.

(19) RECORDS MAINTENANCE

 Grantee shall maintain books, records, documents and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. The records must be sufficient to demonstrate that the funds have been used in accordance with this Agreement. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Agency, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract.

2. The Grantee will retain all books, records, documents, and other materials relevant to this Agreement for six years following the date of final payment. If additional litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

(20) ACCESS

Notwithstanding any other provision in this Agreement, WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for six (6) years from the date final payment is made.

(21) INDEPENDENT CAPACITY OF GRANTEE

The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

(22) ASSIGNMENT

The Grantee shall not assign this Agreement without WSDA's prior written consent.

(23) REGISTRATION WITH THE DEPARTMENT OF REVENUE

Grantee must register with the Washington State Department of Revenue.

(24) TAXES

Grantee is responsible for payment of all taxes due on payments under this Agreement. Grantee is solely responsible for all payroll taxes, unemployment and paid family medical leave contributions, any other taxes, insurance or other expenses for the Grantee or its staff.

(25) TERMINATION OR SUSPENSION PRIOR TO GRANT END DATE

- 1. <u>For Convenience</u>: Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.
- For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this
 Agreement, and fails to cure the non-compliance, WSDA has the right to terminate this Agreement.
 Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take
 corrective action. If the failure is not cured within 20 calendar days, WSDA may seek recapture of
 funds.

- 3. <u>For Loss of Funding or Government Shutdown</u>: If funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may immediately terminate or suspend the Agreement without advance notice. In lieu of termination or suspension, the parties may amend the Agreement to reflect the new funding limitations and conditions. If temporary federal or state government shutdowns occur for any reason, WSDA may suspend this Agreement or delay payments due under it without advance notice.
- 4. <u>Suspension</u>: If WSDA suspects the Grantee has failed to comply with the conditions of this Agreement, WSDA may temporarily suspend the Agreement while it investigates any non-compliance.

(26) CONFLICT OF INTEREST

Grantee must avoid conflicts of interest in procurement and contracting. Conflicts of interest include, but are not limited to, officers or employees of the Grantee individually receiving a gratuity, favor, or anything of value from a vendor or contractor. Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSDA may terminate this Agreement for cause if WSDA finds, after notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or if the Grantee has acted in a manner that would violate RCW 42.52 if the Grantee was a state employee, or any similar statute involving the Grantee in the procurement of, or performance under this Agreement. WSDA may terminate this Agreement for cause and without notice of need to take corrective action if the Agency finds that the Grantee is involved any activity that would be a violation of RCW 42.52, or any similar statute in connection with the procurement of or performance under this Agreement.

(27) DISCLAIMER OF LIABILITY

WSDA is not liable for claims or damages arising from the Grantee's performance of this Agreement.

(28) INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the compost products purchased subject to the Compost Reimbursement Program and for all claims arising out of or resulting from the performance of the Agreement. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantees' agents, employees, representatives, or any subcontractor or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the Agreement and for all claims arising out of or resulting from the compost products purchased that are subject to the compost reimbursement program.

Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Grantee waives its immunity under <u>Title 51 RCW</u> to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

(29) ATTORNEYS' FEES

In the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

(30) WAIVER

A failure by either party to insist on strict performance by the other party of any provision in this Agreement shall not constitutes a waiver of the other party's obligations. Waiver of any right must be in writing and signed by an authorized representative of the party waiving the right.

(31) SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

(32) SURVIVAL

The terms, conditions, and warranties in this Agreement that by their sense and context are intended to survive the completion of performance, cancellation or termination of this Agreement shall so survive. Such provisions include but are not limited to the following sections of this Agreement: Recapture Funds, Records Maintenance, Indemnification, Governance, and the soil sampling requirements listed in section 12.

(33) GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County, Washington.

(34) NONDISCRIMINATION

Grantee must comply with all applicable federal and state nondiscrimination laws and regulations, including, but not limited to chapter 49.60, RCW Washington's law against discrimination, and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA).

If Grantee does not comply or refuses to comply with any nondiscrimination law, regulation or policy, WSDA may terminate this Agreement in whole or in part for cause.

(35) RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the parties provided in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

(36) ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state of Washington statutes, regulations, and policies.
- 2. The Agreement Face Sheet.
- 3. Terms and Conditions.
- 4. Soil Sampling Protocol for Compost Reimbursement Program Grants, as revised. Grantee acknowledges that the Soil Sampling Protocol may be revised by WSDA from time to time and agrees that the most recent version of the Guidelines shall be applicable. WSDA will post notice on its website (bit.ly/wsdacompost) drawing attention to the sections of the Guidelines that have been revised.
- 5. WSDA Compost Reimbursement Program instruction.
- 6. Attachment A, Eligibility Review Application.

(37) ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Compost Reimbursement Program Soil Sampling Protocol



Why soil sample?

As part of the Compost Reimbursement Program, WSDA will be studying the qualitative and quantitative effects of compost application on soil quality. Program participants will conduct soil sampling on fields prior to compost application and for several years following. Soil sampling prior to application is necessary to establish a baseline of soil quality and carbon storage. Each year, the department will analyze data collected on the chemical, physical, and biological aspects of soil to determine the effects of this compost program on soil. This information will be compiled into a report which is submitted annually to the legislature.

When to soil sample?

Soil sampling must be conducted before any compost is applied as part of the program and should take place within 30 days after you receive your soil sampling kit. **Try to collect your sample early in the week (Mon./Tue.) and mail it to the lab by Wed. of the same week.** This will help preserve the quality of the sample. Sampling prior to applying compost is necessary to establish a baseline of soil quality and carbon storage. The first sample is collected upon acceptance into the program, to determine an overall starting point. The next samples are taken 1, 5, and 10 years following program participation. **TIP:** For ease and accuracy, avoid sampling soils when they are very dry or very wet.

Where to soil sample?

As part of the Crop & Field Survey you filled out before sample collection, you were asked to indicate one field from which you will collect soil samples. This field must be receiving the compost purchased in which you are seeking reimbursement through this program and should be characteristic of your farm's terrain and soil. A map of the field boundaries drawn in the crop survey is included in your sampling kit.

How to soil sample

Follow the steps below when taking your soil sample.

1. Gather your equipment. Clean all tools and buckets to avoid contaminating samples or spreading invasive species or diseases. Contact your county's conservation district to find out if probes may be borrowed. **TIP:** A shovel can be used to collect soil, though a sampling probe will provide more accurate results. See below for shovel sampling method.

Required equipment:

- Soil probe (or shovel)
- Plastic bucket
- 2 sample bags
- Preprinted labels
- Cleaning rags
- Pen/Sharpie



2. To obtain a representative sample of your field or zone, many subsamples are required. To collect subsamples, randomly select 5 points in a W-shape across the field. You may use the map provided in your sampling kit to plan your sample points. **TIP:** Do not choose unusual areas or those with obvious disturbances. Avoid field corners, edges, former fence rows, areas with large rocks, or sections with atypical ponding. As you travel from point to point, move carefully to minimize disturbance to plants and soil.

3. Collect samples to a depth of 12 inches. **TIP:** Use nail polish or an engraver to create a mark 12 inches from the tip of the probe or on the blade of the shovel. This will save time in the field and ensure you use the same depth at each subsample. <u>Before sampling, remove surface crop residues, grass, or organic debris. The depth measurement for the sample begins at the top of the soil horizon, immediately following any removed materials.</u>

To use a shovel to sample, push the blade into the soil at an angle down to 12 inches and remove that soil. Repeat this process on the opposite side, creating a V-shaped hole. Next, push the blade 12 inches into the soil on one side of the "V" to create a slice about ½ inch thick. Using a garden trowel or your hands, remove soil from the sides of your sample to create a ½ inch square core that is 12 inches long. Place this core in the bucket.

4. At each of the 5 points, collect 8-10 probes, or shovel slices, of soil within a 30 foot area. This will result in 40-50 different subsamples mixed in the same bucket.



Oregon State University

- **5.** When all 40-50 cores have been taken across each of your 5 points, thoroughly mix the soil in your bucket and break up any clods.
- **6.** When soils are completely mixed, fill the **2** empty sample bags and label them with the provided labels. Make sure labels are filled out with all the required information.
- **7.** When you finish sampling, place the **2** labeled and filled sampling bags into the provided shipping box. Next, fill out the **Chain of Custody & Soil Test Request Form** included in your sampling kit. Snap a photo of the form and email a copy to compost@agr.wa.gov.
- **8.** Put the form in the box with the filled sample bags. Seal the box tightly and check that the prepaid mailing label is attached. If you don't have this label, call (360) 890-0625. Deposit the box at any USPS collection box or location. **Please ship your soil samples within 1-2 days.**

Appendix C - WSDA CRP Crop & Field Survey

Splash Page

As part of Washington State Department of Agriculture's Compost Reimbursement Program, this survey will be used to collect necessary crop and field information from participating operations. **Program participants must complete all required questions (marked with a *) in this survey before the soil sampling kit will be mailed by WSDA.** The information in this survey will be used to report on the compost reimbursement program as described in <u>RCW 15.04.420(8)</u>.

Answer the questions on the following pages to the best of your ability – if you encounter any issues or have any questions, please contact us at Compost@agr.wa.gov or at (360) 890-0625.

Submissions to this form and all information related to program participation are subject to public disclosure as part of the Public Records Act.

Farm Identification

- 1. Please enter your provided Farm ID: Confirm it matches the farm ID provided in the participation confirmation email where this survey was linked.
- 2. Provided Field ID for your sampling field: Confirm this matches the sample Field ID provided in the confirmation email where this survey was linked. It should begin with the same characters as your farm ID (FARM ID) followed by a letter (most likely "A").

Field Boundaries for FIELD ID

Please indicate one field below that is characteristic of your farm's terrain and soil. It must be receiving qualifying compost as part of this program this year. Draw the approximate boundary for this field on the map below. To begin, navigate to your farm by clicking and dragging – If you are currently located at your farm, you can click or tap the target symbol. Then click or tap the polygon icon and proceed to draw the boundary of your field. Once your field is drawn, click or tap the check symbol to finish the drawing.

- 3. Field Boundary:
- 4. Field Name: What do you call this field? Skip this question if not applicable.

Crop & Certification Field Information – FIELD NAME (FIELD ID)

5. What was the most recent crop planted in this field?: Select from the list below. Begin by typing the crop name to filter the list. If your crop is not included in this list, select "unlisted" and provide the name of the crop. Be as specific as possible.

- 6. How quality has this crop been this year?: Compared to a typical year with the same crop in this field. If unsure, select neutral.
- 7. When was this crop planted?: Skip this question if not applicable.
- 8. How many times has this crop been planted in this field's history?:

Please enter this field's crop history for the last 5 years

- 9. 2022 Crop Type: Select from the list below. Begin by typing the crop name to filter the list. If your crop is not included in this list, select "unlisted" and provide the name of the crop. Be as specific as possible.
- 10. How quality was this crop in 2022?: Compared to a typical year with the same crop in this field. If unsure, select neutral.
- 11. 2021 Crop Type: Select from the list below. Begin by typing the crop name to filter the list. If your crop is not included in this list, select "unlisted" and provide the name of the crop. Be as specific as possible.
- **12**. How quality was this crop in 2021?: *Compared to a typical year with the same crop in this field. If unsure, select neutral.*
- 13. 2020 Crop Type: Select from the list below. Begin by typing the crop name to filter the list. If your crop is not included in this list, select "unlisted" and provide the name of the crop. Be as specific as possible.
- 14. How quality was this crop in 2020?: Compared to a typical year with the same crop in this field. If unsure, select neutral.
- 15. 2019 Crop Type: Select from the list below. Begin by typing the crop name to filter the list. If your crop is not included in this list, select "unlisted" and provide the name of the crop. Be as specific as possible.
- **16**. How quality was this crop in 2019?: Compared to a typical year with the same crop in this field. If unsure, select neutral.
- 17. 2018 Crop Type: Select from the list below. Begin by typing the crop name to filter the list. If your crop is not included in this list, select "unlisted" and provide the name of the crop. Be as specific as possible.
- **18**. How quality was this crop in 2018?: Compared to a typical year with the same crop in this field. If unsure, select neutral.
- 19. Does this field have any certifications?: Select all that apply Organic, salmon safe, farmed smart, other

On Farm Impacts – FIELD NAME (FIELD ID)

- 20. Has this field had issues with any of the following impacts: (Y/N/Unsure)
 - a. Soil borne disease
 - b. Insect pressure

- c. Parasitic nematodes
- d. Weed pressure
- e. Erosion (from wind or water)
- f. Compaction
- g. Acidity
- h. Alkalinity
- i. Salinity/sodicity
- j. Low soil moisture retention
- k. Poor infiltration/surface water ponding
- I. Crusting on soil surface
- 21. If you answered yes to any issue: Please elaborate and describe how you manage the problem. Feel free to also describe challenges not included above: Feel free to also describe challenges not included above.
- 22. How do you manage weeds in this field?:

 No weed control, chemical control, cover crops, green mulch, mechanical control, weed fabric or plastic mulches, other.

Management Types - FIELD NAME (FIELD ID)

- 23. Do you use any of the following management methods on this field?: (Y/N)
 - a. Irrigation
 - b. Tillage
 - c. Livestock Grazing
 - d. Soil Amendments
 - e. Cover Crops

Irrigation - FIELD NAME (FIELD ID)

- 24. What is the source of irrigation water for this field?:

 Bureau water, project water, surface water, wastewater, well, other
- 25. How do you irrigate this field?:

 Center pivot, drip-surface, drip-subsurface, flood/border, furrow/corrugation, hard line, lateral/linear move sprinkler, micro-sprinklers, side roll, solid set sprinklers, traveling gun/towline, wheel line, other
- 26. How do you determine the water needs in this field?:

 Calculating evapotranspiration, evaluating the crop by sight, evaluating the crop by infrared, same rate nearly every year, soil moisture by feel method, soil moisture sensors, other

Tillage - FIELD NAME (FIELD ID)

- **27.** When you till this field, how many passes per year on average?: 1-2,3-5,6-8,9-12,13-16,17-20,21-25,26-30,31+,other
- 28. What is your primary tillage implement?:

 Not applicable, airway, chisel plow, chisel plow with sweeps, cultipacker, drill (double disk, hoe/chisel, single disk), field cultivator, field cultivator with sweeps, harrow coiled tine, harrow pasture, harrow rotary, harrow spiked tooth, harrow springtooth, heavy disk offset, heavy disk tandem, light disk offset, light disk tandem, moldboard plow, paraplow, rodweeder, row cultivator, subsoiler, turbotill, ultratill, vertitill, other
- 29. What is your secondary tillage implement?:

 Not applicable, airway, chisel plow, chisel plow with sweeps, cultipacker, drill (double disk, hoe/chisel, single disk), field cultivator, field cultivator with sweeps, harrow coiled tine, harrow pasture, harrow rotary, harrow spiked tooth, harrow springtooth, heavy disk offset, heavy disk tandem, light disk offset, light disk tandem, moldboard plow, paraplow, rodweeder, row cultivator, subsoiler, turbotill, ultratill, vertitill, other
- 30. How often do you subsoil till (deep rip) this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other

Livestock Grazing - FIELD NAME (FIELD ID)

- 31. What animal species grazes this field?
 Cattle, sheep, horses, hogs, chickens, other
- **32**. How often does livestock graze this field? Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other

Soil Fertility and Amendments – FIELD NAME (FIELD ID)

- 33. How are crop residues managed in this field?:

 Not applicable, baled and removed, burned, grazed, mowed, tilled into soil, left standing in soil, other
- 34. How do you decide what rate to fertilize this field?:

 I do not add any fertilizer, crop tissue samples, same rate for entire farm based on annual soil testes, different rates for different parts of the farm based on annual soil tests, precision nutrient application (different rates within and across fields based on sensors or models), same rate every year, other
- 35. What kind of soil amendments do you apply to this field?: Select all that apply (Only consider manure that is trucked in manure from livestock grazing will be considered separately)
 Lime, Gypsum, Manure, Compost, Biosolids, Biochar, Liquid Organic Matter/Humic Acids,
 Microbial Inoculants, Other

- 36. How often is lime applied to this field?L: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 37. How often is gypsum applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 38. How often is manure applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 39. What is the source of manure applied to this field?:
 Unsure, chicken, dairy cow, feedlot cattle, hog, sheep, slurry, other with textbox
- **40**. How often is compost applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 41. Where do you typically source your compost for this field?: Select all that apply Self-produced, commercial compost facility, another farm, supply store, other
- **42**. Please describe the type of compost typically applied to this field: *Provide as much detail as possible*
- 43. How often are biosolids applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 44. How often is biochar applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 45. How often is liquid organic matter or humic acid applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- **46**. How often are microbial inoculants applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 47. How often is/are OTHER applied to this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- **48**. Other soil amendments you'd like to describe?: Please state the type and frequency of application. Do not include crop resides, cover crops or manure from livestock integration.

Cover Crops - FIELD NAME (FIELD ID)

- 49. How often do you cover crop this field?: Every 10+ yr, 6-9 yr, 2-5 yr, every year, multiple times per year, other
- 50. What species is/are in your typical cover crop mix?: Select all that apply
 Cereal and grass (barley, buckwheat, oat, rye, triticale), Legumes (hairy vetch, pea, clover,
 beans), Oilseed (sunflower, safflower, rapeseed, flax), Brassica (turnip, mustard, radish), other
- 51. What is the typical month you plant your cover crop?:
- **52**. What is the typical month you terminate your cover crop?:
- 53. How do you typically terminate your cover crop?:

 Pesticide termination, winter kill, mechanical tillage, livestock grazing, baled and removed for sale, I leave it in the ground and interseed my cash crop into it, other

Operation Specific Information – FIELD NAME (FIELD ID)

- **54**. Is this field used for one of the following?: *Select all that apply* Silviculture, Aquaculture, Apiculture (Beekeeping), Other, None Apply
- 55. Please provide any additional information on how you manage this field for silviculture:
- 56. Please provide any additional information on how you manage this field for aquaculture:
- 57. Please provide any additional information on how you manage this field for apiculture (beekeeping):
- 58. Please provide any additional information on how you manage this field for OTHER:

Survey Submission

59. Is there anything else you would like us to know about the history of the field?

Appendix D - WSDA CRP Reimbursement Grant Application

Farm ID:

Applicants found eligible to participate in the Compost Reimbursement Program will fill out this application to be reimbursed for costs incurred.

Farms are required to take soil samples prior to compost application and for up to 10 years after reimbursement is received. Soil samples must be taken following WSDA's soil sampling protocol and mailed to a WSDA specified laboratory for analysis. All program data and records are subject to public disclosure.

All applicants must sign a grant agreement contract with WSDA prior to applying for reimbursement.

To receive payment, a farm must be registered in the <u>Washington Statewide Vendor/Payee System</u>. A business can only submit one reimbursement application per fiscal year (July 1 – June 30) in which purchases were made and usage costs incurred. Farms may only submit one invoice to WSDA for reimbursement. **Invoices must be submitted to WSDA before June 30th**.

Reimbursement Information

- 1. Soil sample collected and mailed to a WSDA specified laboratory prior to compost application?
 - a. Yes Please provide SampleID:
 - b. No A soil sample must be collected prior to applying compost and sent to a WSDA specified laboratory before submitting this application for reimbursement. Please email Compost@agr.wa.gov or call (360) 890-0625 if you have not yet collected a soil sample.
- 2. What is the estimated depth (round to the nearest inch) of compost application?:
- 3. Compost product information:
 - a. Total amount purchased in yards:
 - b. Sale weight in tons:
 - c. Estimated acreage compost will be applied to:
- 4. Facility name where compost was purchased:
 - a. Facility address where compost was purchased:
 - b. Does facility where compost was purchased have a solid waste handling permit? (view map of permitted facilities here):

- c. Address of destination of compost (if multiple areas, list all):
- d. Predominant feedstock of compost purchased: *Select all that apply*Yard waste, manure, food waste, biosolids, wood waste, agricultural crop residues, other
- 5. The following requirements must be met when submitting items for reimbursement:
 - a. All items must include either a receipt, invoice, or other documentation showing proof of purchase.
 - b. All items must include a brief description of what it was used for.
 - c. All expenses must be for the purchase and use of compost products from a facility with a solid waste handling permit and must be consistent with the proposed activities described in the grant agreement.
 - d. All expenses for transportation, equipment, spreading, and labor costs must be associated with such compost products.
 - e. Expenses associated with equipment rentals must not exceed the usual and customary market rate for similar equipment.

Please list items under the following categories:

- VI. Compost (must be purchased from a facility with a solid waste handling permit): Itemized cost, Description of use, File upload, Total compost cost (auto sum)
- VII. Transportation (ex. fuel): Itemized cost, Description of use, File upload, Total compost cost (auto sum)
- VIII.Equipment:

Itemized cost, Description of use, File upload, Total compost cost (auto sum)

- IX. Spreading (ex. fuel, equipment, maintenance): Itemized cost, Description of use, File upload, Total compost cost (auto sum)
- X. Labor related costs:
 Itemized cost, Description of use, File upload, Total compost cost (auto sum)
- XI. Overall total cost (auto sum):
- 6. The applicant declares that it is not seeking reimbursement for its own compost products or compost products that it has transferred, or intends to transfer, to another individual or entity, whether or not for compensation: (Initials)
- 7. The applicant shall indemnify and hold harmless the state and its officers, agents, and employees from all claims arising out of or resulting from the compost products purchased that are subject to the compost reimbursement project: (Initials)
- 8. By signing this application, you certify you are authorized to sign on behalf of the farming operation: (Signature box with date)

For questions, please email Compost@agr.wa.gov or call (360) 890-0625.