

State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance
 Post Office Box 7921 -- CF/2
 Madison, Wisconsin 53707-7921

WISCONSIN NOTICE OF DISCHARGE PROGRAM

-- GRANT AGREEMENT --

Notice: By signing and dating this grant agreement, grantees indicate concurrence with terms of this agreement, authorized under ss. 281.65 and 283, Wis. Stats., and chs. NR 151, 153, 154, and 243, Wis. Adm. Code. Signed agreement must be returned to the address above within 30 days so that funds are reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION			
Grant Number NOD56000Y26	Grant Award Date April 27, 2026	Date of Notice of Discharge August 7, 2023	
Grantee (Unit of Government) Sauk County			Total Grant Amount \$560,246
Project Name/NOD Recipient Faber's Corner Dairy Farm LLC NOD		Grant Period From April 27, 2026 Through April 27, 2027	
NOD Recipient Address E3459 McCarville Rd, Plain, WI 53577			
Authorized Government Official Timothy Kabat, Director		Grantee Contact Melissa Schlupp, Deputy Director	
Authorized Government Official Street Address 505 Broadway		Contact Mailing Address (if other than Auth. Gov. Official) 505 Broadway, Baraboo, WI 53913	
City, ZIP Code, County Baraboo, 53913, Sauk County		Contact's E-mail Address melissa.schlupp@saukcountywi.gov	
Authorized Government Official Telephone Number (608) 355-4830		Contact's Telephone Number (608) 355-4838	
Name of DNR Regional Nonpoint Source Coordinator, Phone Number, and Email Address Jacob Dickmann, (608) 333-4682, Jacob.Dickmann@wisconsin.gov			DNR Region South Central Region

PART 2. ELIGIBLE COST-SHARING BUDGET DATA

Note: Budget line items below cannot be exceeded without advance written approval from the DNR.

	NOD Grant State Cost-Share Amount	Federal Funds Provided in this Agreement?		
		Yes	X	No
1. BMP Cost Share:				
a. Structural	\$487,170.00	State Funds Used as Match		
b. Non-Structural/Cropping	\$0.00	to Federal Funds?		Yes
c. Other: Engineering	\$73,076.00	Cost Share Percentage		
3. Total Maximum NOD Grant Amount	\$560,246.00	in this Agreement:		90%
		Date of Application:		
		04/14/2026		

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the Wisconsin Department of Natural Resources (DEPARTMENT) for the above-named project on the livestock facility location as described in the grant application to resolve the Notice of Discharge (NOD) incorporated within this grant. Reimbursements may be made for eligible work performed and expenses incurred during the Grant Period in Part 1 above for the following Best Management Practices consistent with the project budget identified in Part 2 above.

Reimbursements for costs related to a manure storage system or barnyard runoff control system are contingent upon the landowner establishing and maintaining a nutrient management plan that complies with US Department of Agriculture Natural Resources Conservation Service (NRCS) technical guide nutrient management standard 590.

Eligible Best Management Practices (BMPs) under this agreement include:

[R15] Manure Storage System Closure
[R16] Manure Storage Systems
[R33] Waste Transfer Systems
[R51] Consultant Engineering Services

PART 4. CONDITIONS

A – Special Conditions

A.1. **Compliance Notification.** GRANTEE shall provide a written record to the cost-share recipient of any croplands and livestock facilities brought into compliance with ch. NR 151 performance standards and prohibitions as a result of a project conducted under this agreement. A copy of that written record shall be provided to the DEPARTMENT's regional Nonpoint Source Coordinator. The written record shall clearly identify:

- the locations of the livestock facilities brought into compliance;
- the specific performance standards and prohibitions with which each of the identified livestock facilities comply;
- a statement that, under Wisconsin law, compliance at these sites must be maintained in perpetuity regardless of future cost-sharing.

A.2. **WPDES Permit Potential.** GRANTEE shall withhold reimbursement from cost-share recipients who, within twelve (12) months of commencing construction of a practice funded under this agreement, intend to expand livestock operations to the extent that they will be required to apply for a WPDES permit under s. NR 243.12 (1) (a) or (b), Wis. Adm. Code, if such practice(s) would be covered under the permit. If reimbursement is made within this timeframe, GRANTEE shall require the cost-share recipient to return all applicable reimbursements.

A.3. **Archeological, Natural Heritage, Wetlands, and Environmental Hazard Concerns.** If historical/cultural artifacts are unearthed, threatened/endangered species or wetlands encountered, or environmental hazards are discovered during any earth disturbance activity under this agreement, the GRANTEE must immediately stop construction activities and notify the DEPARTMENT's Regional Nonpoint Source Coordinator to determine the appropriate response.

B – General Conditions

B.1. The DEPARTMENT and the GRANTEE, identified in Part 1 above, mutually agree to perform this agreement in accordance with the NOD grant program and ss. 281.65 and ch. 283, Wis. Stats., and chs. NR 151, NR 153, NR 154, and NR 243, Wis. Adm. Code., and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

B.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

B.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

B.4. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 153, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

B.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

B.6. Neither the GRANTEE nor any landowner or land operator may adopt any land use or practice that reduces the effectiveness or defeats the purposes of any BMP installed under this agreement.

B.7. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement.
2. Agrees to obtain all necessary and appropriate permits prior to commencement of construction.
3. Promises to execute the project described in accordance with this agreement.
4. May decline offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement and in writing.
5. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose including Worker's Compensation.
6. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
7. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees to maintain a financial management system, separate from all other GRANTEE activities, for this agreement. The GRANTEE agrees that accounting for project funds shall conform to generally accepted accounting principles and practices.
10. Agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult [Procurement Guide for Local Governments Receiving DNR Grants](#) .
11. Agrees that accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this agreement. At a minimum, GRANTEE shall retain and make available all fiscal records pertaining to this agreement for three years after the date of final settlement, or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to enter into a cost-share agreement (CSAs) with landowner(s) or land operator(s) using forms provided by the DEPARTMENT if the BMP will be constructed on land not owned by the GRANTEE. The CSA must include appropriate operation and maintenance requirements. The CSA installation period can be no longer than the time limits established in the NOD. Each CSA exceeding \$50,000 for professional service and construction contracts, construction designs, and appraisals must be approved by the DEPARTMENT Regional Nonpoint Source Coordinator before GRANTEE and landowner or land operator

sign. The cost share rate included in the CSA shall not exceed the rates specified in chs. NR 153 and 154, Wis. Adm. Code, or in Part 2 of this agreement. Each CSA or amendment of CSA shall be recorded with the County Register of Deeds and promptly submitted to the DEPARTMENT's Regional Nonpoint Source Coordinator identified in Part 1 above.

13. Agrees to perform periodic inspections of the project site after the grant period to ensure that all participating landowners and land operators are complying with the CSA maintenance requirements and applicable administrative code governing this agreement.
14. Shall not issue funds under this agreement to individuals whose names appear on the statewide support lien docket under s. 49.854(2)(b), Wis. Stats. unless the individuals submit to the provider a payment agreement that has been approved by the county child support agency under s. 59.53(5), Wis. Stats., and that is consistent with rules promulgated under s. 49.858(2)(a), Wis. Stats.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
16. May request partial reimbursements from the DEPARTMENT for completed project components. Reimbursements are not possible for work done before or after the grant period identified in Part 1 above or for components not specified in Part 3 of this agreement. Reimbursements are contingent upon availability of funds. Reimbursement request(s) must be submitted to the DEPARTMENT Regional Nonpoint Coordinator identified in Part 1 above and must be accompanied by proof of purchase documentation (examples include consultant/contractor contracts and invoices).
17. Agrees to submit annual project progress reports and submit a project status report with the submission of a partial reimbursement request to the DEPARTMENT Regional Nonpoint Source Coordinator.
18. Agrees, within 60 days of grant expiration date, to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS), and complete and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
19. Shall ensure that DEPARTMENT representatives have access to land on which grant-funded activities are being planned or undertaken, before, during and after BMP installation.
20. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
 - a. Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.
 - b. Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>

B.8. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed on Part 2 above for work performed and expenses incurred during the grant period noted in Part 1 above for eligible project costs.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The

DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the project is progressing or has been completed in compliance with this agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The GRANTEE is an Independent Contractor for all purposes, not an employee or agent of the DEPARTMENT. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.

3. Agrees to notify the GRANTEE at the beginning of each calendar year about award of Federal funds in a prior calendar year as an aid for GRANTEES that undergoing Annual Single Audit.

C. Termination of Agreement: The Department reserves the right to terminate this Agreement, in whole or in part, without prior notice and without any penalty or liability whatsoever to the Department for reasons including failure of the Sponsor (Subrecipient) to make sufficient progress, failure of Sponsor to comply with any of the terms of this Agreement, lack of appropriation or funds, termination or suspension of the federal grant award to the Department, or non-receipt of state or federal funds. Upon termination, Sponsor shall (1) promptly discontinue all grant activities affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Sponsor in performing this Agreement, whether completed or in process.

The Sponsor may terminate this Agreement, in whole or in part, if circumstances beyond its control preclude continuation of this Agreement. The Sponsor shall provide the Department not less than forty-five (45) days written notice of intent to terminate, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the project will not accomplish the purposes for which the Agreement was made, the Department may terminate the Agreement in its entirety. During this notification period, the Sponsor will continue grant activities in accordance with the Agreement requirements, unless the parties mutually agree to a different timeline.

If this Agreement is terminated by either party for reasons other than failure of the Sponsor to comply with the terms of this Agreement, the Department agrees to reimburse the Sponsor for allowable costs incurred prior to termination and necessary closeout costs incurred after termination, provided that funds appropriated, allocated, or otherwise made available for this Agreement remain available for such reimbursement. If, for any reason, including but not limited to congressional, legislative, gubernatorial, presidential, administrative, or federal agency action or inaction, such funds are not received by the Department or are withdrawn, reduced, delayed, or otherwise unavailable, the Department shall not be responsible for making any further payments of any kind under this Agreement, including reimbursement for costs incurred prior to termination.

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period identified in Part 1 above, unless specifically authorized in the grant *Scope*.
2. Costs for installation of a BMP that does not meet the conditions of the applicable administrative codes governing this grant or that are inconsistent with the grant application.
3. Costs for BMPs identified as ineligible in the applicable administrative codes governing this grant or that are specifically excluded in a grant approval letter.
4. Costs that exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant.
5. Costs to perform operation and maintenance of BMPs.
6. Costs specified in NR. 153.15(2), Wis. Adm. Code.

FOR THE GRANTEE

By:

Authorized Representative

Title

Date Signed

FOR THE STATE OF WISCONSIN

By:



FOR Jim Ritchie, Director
Bureau of Community Financial Assistance

April 27, 2026

Date Signed

(Printed Name, If Different Than Authorized Representative on P.1)