

# The Bootstrap Farmer NRCS High Tunnel Initiative Checklist

The Bootstrap Farmer NRCS Paperwork for Initial Agent Contact CheckList

Documents to Print and Fill Out

Conservation Program Application (Form CPA 1200)

Critical Area Planting (Form 342)

High Tunnel System (Form 325)

Mulching (Form 484)

Conservation Crop Rotation (328)

High Tunnel Ranking Questions (Form FY-2021)

Commodity Credit Corporation MEMBER'S INFORMATION (Form CCC-901)

Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification (Appendix to Form AD-1026)

ENTITY APPLICATION for an AGRICULTURAL LAND EASEMENT (NRCS-CPA-41)

CONSERVATION PROGRAM CONTRACT (From 1202-CPC)

Additional Info Needed:

An official tax ID (Social Security number or an employer ID)

A property deed or lease agreement to show you have control of the property

A farm tract number. Can be obtained at local Farm Service Agency (FSA) office

Extra step - For entities, partnerships, or joint operations you will need to provide information documenting those individuals with authority to represent the business. (See Form CCC-901)

Find your local NRCS/FSA office/agent:

<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact>

**CONSERVATION PROGRAM APPLICATION**

1. <b>Name:</b>	2. <b>Application Number:</b>	3. <b>Application Date:</b>
4. <b>Address:</b>	5. <b>County and State:</b>	6. <b>Email:</b>
7. <b>Telephone:</b>	8. <b>Watershed:</b>	9. <b>Subaccount:</b>

10. **Location (Legal Description or Farm and Tract Number):**

11. **Do you have farm records established with the appropriate USDA Service Center Agency?**  
 Yes      No  
*If no, you must establish them with the appropriate USDA Service Center Agency prior to submitting this application.*

12. **This is an application to participate in the:**

<b>Agricultural Management Assistance (AMA)</b>	<b>Environmental Quality Incentives Program (EQIP)</b>
<b>Conservation Stewardship Program (CSP)</b> CSP Renewal	<b>Agriculture Conservation Easement Program (ACEP) - Wetland Reserve Easements (WRE)</b>
<b>Regional Conservation Partnership Program (RCPP)</b> EQIP CSP	<b>Regional Conservation Partnership Program (RCPP)</b> ACEP - (WRE) Healthy Forest Reserve Program (HFRP)

13. **Are you applying to participate in a conservation program as an (check one of the following):**

**Individual**  
 a) Please enter your legal name and tax identification number:  
**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_

**Entity (Corporation, Limited Partnership, Trust, Estate, etc.)**  
 a) Please enter entity legal name and tax identification number:  
**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_  
 b) Do you have appropriate documents including proof to sign for the entity?    Yes    No

**Joint Operation (General Partnership, Joint Venture)**  
 a) Please enter joint operation legal name and tax identification number:  
**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_  
 b) Do you have appropriate documents including proof to sign for the joint operation?    Yes    No

14. Is the land being offered for enrollment used for crop (including forest-related) or livestock production?

Crop Production

Crop Type: \_\_\_\_\_

Livestock Production

Livestock Type: \_\_\_\_\_

15. The land offered under this application is (check all that apply):

Private Land

Public Land (Federal, State, or Local Government)

Tribal, Allotted, Ceded or Indian Land

16. You certify that Certification of control of the land offered under the application is evidenced by:

Deed or other evidence of land ownership (required for all ACEP-WRE applications)

Written lease agreement

Years of control are \_\_\_\_\_ through \_\_\_\_\_

Other agreement or legal conveyance (describe):

Years of control are \_\_\_\_\_ through \_\_\_\_\_ or,

Evidence of historical control of land since: \_\_\_\_\_

17. Is the land offered under this application enrolled in any other conservation program?

Yes No

18. Do you meet the criteria for any of the following categories? (mark all that apply)

Limited Resource Farmer or Rancher

Beginning Farmer or Rancher

Socially Disadvantaged Farmer or Rancher

Veteran Farmer or Rancher

Not Applicable

*If you wish to apply in any of these categories, you must meet the self-certification requirements. Definitions are provided below. For more information please go to this website:*

<https://lrftool.sc.egov.usda.gov/>

**Limited Resource Farmer or Rancher** – The term “Limited Resource Farmer or Rancher” means a participant:

- With direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and
- Who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years.

A legal entity or joint operation can be a Limited Resource Farmer or Rancher only if all individual members independently qualify. A Self-Determination Tool is available to the public and may be completed on-line or printed and completed hardcopy at: <https://lrftool.sc.egov.usda.gov/>

**Beginning Farmer or Rancher**– The term “Beginning Farmer or Rancher” means a participant who:

- Has not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years. This requirement applies to all members of a legal entity, and who
- Will materially and substantially participate in the operation of the farm or ranch.

In the case of a contract with an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.

In the case of a contract made with a legal entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management, or labor and management necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired.

**Socially Disadvantaged Farmer or Rancher**- The term “Socially Disadvantaged” means an individual or entity who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the farm business must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities.

These groups consist of the following:

- American Indians or Alaskan Natives
- Asians
- Blacks or African Americans
- Native Hawaiians or other Pacific Islanders
- Hispanics.

Note: Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflect a broad interpretation to include partnerships, couples, legal entities, etc.

**Veteran Farmer or Rancher**- The term “Veteran Farmer or Rancher” means a producer who served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve components thereof; was released from the service under conditions other than dishonorable; and--

- has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 years; or
- who first obtained status as a veteran during the most recent 10-year period.

A legal entity or joint operation can be a Veteran Farmer or Rancher only if all individual members independently qualify.

**19. Is any of the land offered for enrollment under this application:**

**Certified Organic by the National Organic Program (NOP)**

**Transitioning to become Certified Organic by the NOP**

**Exempt from Organic Certification as defined by the NOP**

**Not Applicable**

*Certification in any of these categories is to assist with planning and will not automatically result in the application being considered in any initiatives made available for organic-related production. Applicants must specifically request to participate in an organic initiative. Note that the EQIP Organic Initiative has a lower payment limitation (\$140,000 over the period of fiscal years 2019-2023 per person or legal entity) than payments made to a person or legal entity under General EQIP.*

On the farm(s) identified above, the Applicant agrees to participate in the identified program if the offer is accepted by the NRCS. The undersigned shall hereafter be referred to as the "Participant." The participant understands that starting a practice prior to contract approval causes the practice to be ineligible for program financial assistance. The participant will provide written authorization to install structural or vegetative practices. The Participant agrees not to start any financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider before a Contract is executed by CCC. The Participant may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS State Conservationist.

All participants that certify land control or certify eligibility as Limited Resource Farmer or Rancher, Beginning Farmer or Rancher, or Veteran Farmer or Rancher, will provide all records necessary to justify their claim as requested by a NRCS representative. It is the responsibility of the Participant to provide accurate information to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes.

The Participant acknowledges that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for entities and joint operations are on file with the FSA.

**20. I have received a copy of the applicable conservation program contract appendix.**

Yes    No

Applicant Signature	Date

**NON-DISCRIMINATION STATEMENT**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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## Conservation Practice Effects

### **Critical Area Planting (Ac) 342**

**Definition:** Establishing permanent vegetation on sites that have, or are expected to have, high erosion rates, and on sites that have physical, chemical or biological conditions that prevent the establishment of vegetation with normal practices.

**Major Resource Concerns Addressed:** Soil erosion and sedimentation.

**Benchmark Condition:** Steep cropland slope above perennial stream.

**Date:** October, 2016 **Developer/Location:** Hal Gordon, OR

Positive Effects	Negative Effects
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**Soil**

- Sheet, rill, wind, gully and streambank erosion reduced with increased vegetation, cover and stabilization of erosive conditions.
- Increase in soil organic matter.
- Decrease in soil compaction with increased root growth.
- Increased vegetation will increase salt uptake and increased organic matter may tie up salts and other chemicals.

**Water**

- Growing plants will take up excess water and may reduce seeps, ponding, flooding and high water table with large treatment area.
- Reduced soil erosion and sediment-attached nutrients delivered to surface and ground water.
- Permanent vegetation will uptake excess nutrients.
- Less runoff reduces transport of soluble salts to surface and ground water.

**Air**

- Permanent cover helps reduce wind erosion and generation of fugitive dust.
- Vegetation removes CO<sub>2</sub> from the air and stores it in the form of carbon in the plants and soil.

**Plants**

- Establishment of permanent vegetation may provide competition that would slow the spread of noxious plants.

**Animals**

- Increased quality and quantity of wildlife food, cover, shelter and habitat.

**Energy**

- None.

**Human**

- Reduced labor repairing critical erosion areas and removing sediment.
- Create sustainability of natural resources that support your business.
- Increase the property value (real estate) of your property.
- Create open space and improve habitat for wildlife.

**Land**

- Historic properties and cultural resources may be protected from erosion.
- Change in land use if large areas are planted.
- Some land taken out of agricultural production.

**Capital**

- No additional field equipment required.
- Materials & planting costs.
- Annual operation and maintenance costs to maintain vegetation and manage pests.
- Forgone income.

**Labor**

- None.

**Management**

- None.

**Risk**

- Reduced agricultural operation flexibility and timing by taking land out of production.
- Reduced profitability with land taken out of production.

**Net Effect: Reduced erosion and improved soil quality a moderate cost.**

**Commonly Associated Practices:** Access Control

**Note:** This worksheet contains general talking points for the conservation planner to discuss with the land user. It is the first step towards an economic or financial analysis. The second step would include identifying a specific site for analysis at the farm or field level, editing the template for local conditions, adding units and quantities of farm inputs and outputs. The third step in the economic analysis is to place a dollar value on as many variables as possible, put all units in the same time frame, using amortization (\$/Acres/Year) or net present value (\$/Acre), so benefits and costs can be compared. The fourth and final step would be to combine several conservation practices into a conservation system, which is how most conservation practices are applied at the field level. Data for the worksheet comes from the land user, conservation planner, technical specialist and local agricultural supply vendors and contractors. See Economics Technical Note: TN 200-ECN-1, Basic Economic Analysis Using T-Charts (August 2013) for more information.



**NATURAL RESOURCES CONSERVATION SERVICE  
CONSERVATION PRACTICE STANDARD**

**CRITICAL AREA PLANTING**

(Ac.)

**CODE 342**

**DEFINITION**

Establishing permanent vegetation on sites that have, or are expected to have, high erosion rates, and on sites that have physical, chemical or biological conditions that prevent the establishment of vegetation with normal practices.

**PURPOSE**

Stabilize stream and channel banks, and shorelines.

Stabilize areas with existing or expected high rates of soil erosion by wind or water.

Rehabilitate and revegetate degraded sites that cannot be stabilized using normal establishment techniques.

Stabilize coastal areas, such as sand dunes and riparian areas.

**CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to highly disturbed areas such as:

- active or abandoned mined lands;
- urban conservation sites;
- road construction areas;
- conservation practice construction sites;
- areas needing stabilization before or after natural disasters such as floods, hurricanes, tornados and wildfires;
- eroded banks of natural channels, banks of newly constructed channels, and lake shorelines;
- other areas degraded by human activities or natural events.

**CRITERIA**

**General Criteria Applicable To All Purposes**

**Site Preparation.** A site investigation shall be conducted to identify any physical, chemical, or biological conditions that could affect the successful establishment of vegetation.

Areas to be planted will be cleared of unwanted materials and smoothed or shaped, if needed, to meet planting and landscaping purposes.

A suitable seedbed shall be prepared for all seeded species. Compacted layers will be ripped and the soil re-firmed prior to seedbed preparation.

**Species Selection.** Species selected for seeding or planting shall be suited to current site conditions and intended uses, and be resistant to diseases or insects common to the site or location.

Selected species will have the capacity to achieve adequate density and vigor to stabilize the site within an appropriate period.

No plants on the Federal or state noxious weeds list shall be planted.

**Establishment of Vegetation.** Seeds will be planted using the method or methods best suited to site and soil conditions.

Sod placement shall be limited to areas that can naturally supply needed moisture or sites that can be irrigated during the establishment period.

Sod will be placed and anchored using techniques to ensure that it remains in place until established.

Species, rates of seeding or planting, minimum quality of planting stock (e.g. pure live seed

(PLS) or stem caliper), method of seedbed preparation, and method of establishment shall be specified before application. Only viable, high quality seed or planting stock will be used.

Seeding or planting shall be done at a time and in a manner that best ensures establishment and growth of the selected species. What constitutes successful establishment (e.g. minimum percent ground/canopy cover, percent survival, stand density) shall be specified before application.

Planting shall be done during approved times for the species to be used.

Apply soil amendments (e.g. lime, fertilizer, compost) according to the requirements in the local Field Office Technical Guide.

Plantings shall be mulched as necessary to ensure establishment. Other disturbed areas shall be mulched as necessary to prevent erosion.

#### **Additional Criteria to Stabilize Stream and Channel Banks and Shorelines**

When slopes are modified for seeding, topsoil will be stockpiled and spread over areas to be planted as needed to meet planting and landscaping needs.

**Bank and Channel Slopes.** Channel side slopes shall be shaped so that they are stable and allow establishment and maintenance of desired vegetation.

Slopes steeper than 2:1 shall not be stabilized using vegetation alone. A combination of vegetative and structural measures will be used on these slopes to ensure adequate stability.

**Species Selection.** Plant material used for this purpose shall:

- adapted to the hydrologic zone (see Fig. 1) into which they will be planted.
- be adapted and proven in the regions in which they will be used.
- when mature, produce plant communities that are compatible with those in the area.
- protect the channel banks but not restrict channel capacity.

**Establishment of Vegetation.** The species used, planting rates, spacing, and methods and dates of planting shall be based on plant materials program trials or other technical guidance, such as local planting guides or technical notes.

Identify, mark, and protect desirable existing vegetation during practice installation.

A combination of vegetative and structural measures using living and inert material shall be used when flow velocities, soils, and bank stability preclude stabilization by vegetative establishment alone.

If the existing vegetation on a site will compete with species to be established vegetatively (e.g. bare-root, containerized, ball-and-burlap, potted), it will be controlled in a manner that ensures the successful establishment of the planted species.

#### **Site Protection and Access Control.**

Grazing animal access to planted areas will be controlled for a minimum of two growing seasons during the establishment period.

All areas to be grazed will have a grazing plan that meets the criteria in the local Field Office Technical Guide.

Grazing shall be permanently excluded on high hazard sites, such as cut banks, areas of seepage or other potentially unstable areas.

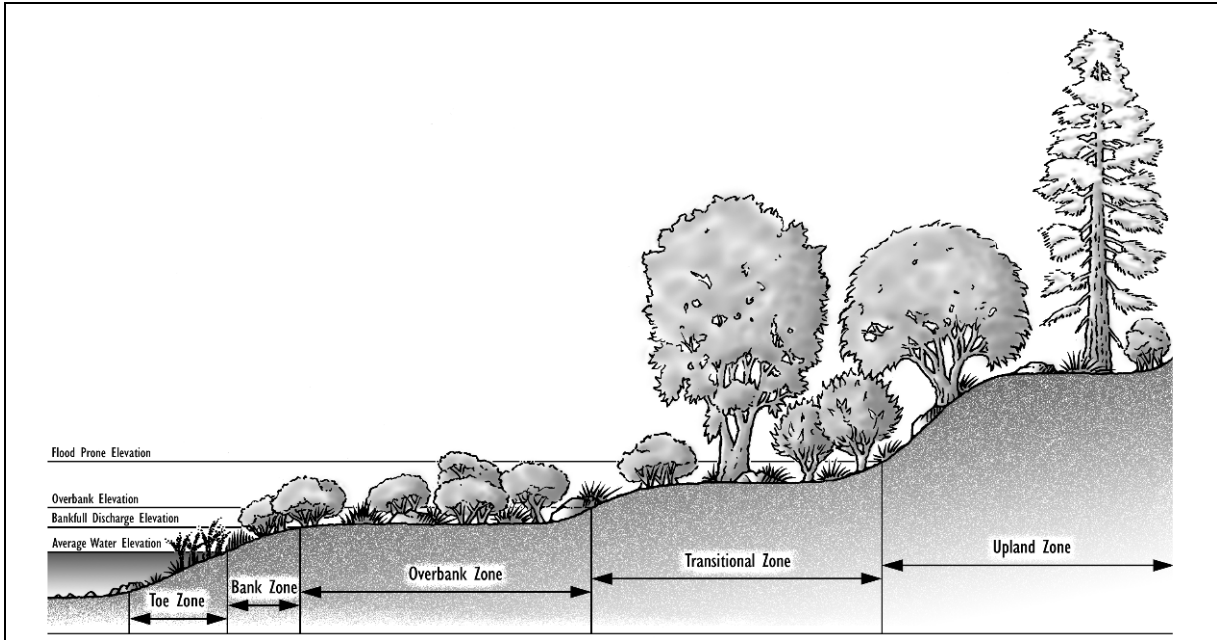


Figure 1. Location of hydrologic zones along a channel or shoreline.

Definitions and descriptions of hydrologic zones used for channels and shorelines:

**Bankfull Discharge Elevation** - In natural streams, it is the elevation at which water fills the channel without overflowing onto the flood plain.

**Bank Zone** - The area above the Toe Zone located between the average water level and the bankfull discharge elevation. Vegetation may be herbaceous or woody, and is characterized by flexible stems and rhizomatous root systems.

**Overbank Zone** - The area located above the bankfull discharge elevation continuing upslope to an elevation equal to two thirds of the flood prone depth. Vegetation is generally small to medium shrub species.

**Toe Zone** - The portion of the bank that is between the average water level and the bottom of the channel, at the toe of the bank. Vegetation is generally herbaceous emergent aquatic species, tolerant of long periods of inundation.

**Transitional Zone** - The area located between the overbank zone, and the flood prone width elevation. Vegetation is usually larger shrub and tree species.

**Upland Zone** – The area above the Transitional Zone; this area is seldom if ever saturated.

Note: some channels or shorelines have fewer than four hydrologic zones because of differences in soils, topography, entrenchment and/or moisture regime.

**Additional Criteria to Rehabilitate and Revegetate Degraded Sites that Cannot Be Stabilized through Normal Farming Practices.**

If gullies or deep rills are present, they will be filled and leveled as necessary to allow equipment operation and ensure proper site and seedbed preparation.

Based on a soil test and other appropriate site evaluations, soil amendments will be added as necessary to ameliorate or eliminate physical

or chemical conditions that inhibit plant establishment and growth.

**Additional Criteria to Restore Coastal Areas, such as Sand Dunes and Riparian Areas**

Plants for sand dunes and coastal sites must be able to survive being buried by blowing sand, sand blasting, salt spray, salt water flooding, drought, heat, and low nutrient supply.

Local plant lists including appropriate species shall be developed and utilized.

Sand trapping devices such as sand fences or brush matting shall be included in the revegetation/ stabilization plans where applicable.

### CONSIDERATIONS

Species or mixes that are adapted to the site and have multiple values should be considered. Native species may be used when appropriate for the site.

To benefit pollinators and other wildlife, flowering shrubs and wildflowers with tough root systems and good soil holding capacity also should be considered for incorporation as a small percentage of a larger grass-dominated planting. Where appropriate consider a diverse mixture of legumes and forbs to support pollinator habitat.

Avoid species that may harbor pests. Species diversity should be considered to avoid loss of function due to species-specific pests.

Planning and installation of other conservation practices such as Diversion (code 362), Obstruction Removal (code 500), Subsurface Drain (code 606), or Underground Outlet (code 620) may be necessary to prepare the area or ensure vegetative establishment.

Areas of vegetation established with this practice can create habitat for various type of wildlife. Maintenance activities, such as mowing or spraying, can have detrimental effects on certain species. Perform management activities at the times and in a manner that causes the least disruption to wildlife.

### PLANS AND SPECIFICATIONS

Prepare plans and specifications for each field or management unit according to the criteria and operation and maintenance sections of this standard. Record practice specifications using approved specification sheets, job sheets or other acceptable documentation.

The following elements shall be addressed in the plan, as applicable, to meet the intended purpose.

- Site preparation

- Topsoil requirements
- Fertilizer application
- Seedbed/planting area preparation
- Methods of seeding/planting
- Time of seeding/planting
- Selection of species
- Seed/plant source
- Seed analysis
- Seeding rate/plant spacing
- Mulching
- Supplemental water needed for establishment
- Protection of plantings

### OPERATION AND MAINTENANCE

Use of the area shall be managed as long as necessary to ensure the site remains stable.

Plantings shall be protected from pests (e.g. weeds, insects, diseases, livestock, or wildlife) as necessary to ensure long-term survival.

Inspections, reseeding or replanting, and fertilization may be needed to ensure that this practice functions as intended throughout its expected life. Observation of establishment progress and success should be performed at regular intervals until the practice has met the criteria for successful establishment and implementation.

### REFERENCES

Federal Interagency Stream Restoration Working Group. 1998. Stream corridor restoration: principles, processes, and practices. National Engineering Handbook, Part 653.

USDA-NRCS. 2007. National Engineering Handbook, Part 654. Stream restoration guide.

USDA-NRCS. 2010. The PLANTS Database (<http://plants.usda.gov>, checked September 2010). National Plant Data Center.



**Natural Resources Conservation Service**

**CONSERVATION PRACTICE STANDARD**

**HIGH TUNNEL SYSTEM**

**Code 325**

**(ft<sup>2</sup>)**

**DEFINITION**

An enclosed polyethylene, polycarbonate, plastic, or fabric covered structure that is used to cover and protect crops from sun, wind, excessive rainfall, or cold, to extend the growing season in an environmentally safe manner.

**PURPOSE**

Improve plant health and vigor.

**CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to land capable of producing crops. This practice applies where sun or wind intensity may damage crops, or where an extension of the growing season is needed due to climatic conditions.

The practice does not apply to crops not grown in the natural soil profile (i.e. tables/benches, portable pots, hydroponically, etc.).

**CRITERIA**

Plan supportive conservation practices to address all environmental concerns associated with the installation and use of the high tunnel systems such as erosion, irrigation, and runoff.

Crops must be grown in the natural soil profile. Raised beds may be installed to improve soil condition, fertility, and access. Raised beds are a maximum of 12 inches in depth.

The practice does not include greenhouses or low tunnel systems.

The practice cannot be used to provide shelter or housing for any livestock, or to store supplies or equipment.

Locate structures to avoid buried public utilities.

Locate the structure near a viable water source for irrigation.

The high tunnel structure must be planned, designed, and constructed from a manufactured kit in accordance with manufacturers' recommendations. The high tunnel frame must be constructed of metal, wood, or durable plastic; and be at least 6 feet in height at the peak of the structure. If required for enclosure, end wall covering may be greenhouse-grade plastic, polycarbonate, wood, or other. Use

Conservation practice standards are reviewed periodically and updated if needed. To obtain the current version of this standard, contact your Natural Resources Conservation Service [State office](#) or visit the [Field Office Technical Guide](#).

structures with the entry/exit point sized to facilitate movement of equipment and supplies needed for the production of planned crops.

Select the high tunnel covering material of a significant thickness to withstand the temperature change for the period required and shall have a 4-year-minimum lifespan. For polyethylene covers, use a minimum 6-mil greenhouse grade, UV-resistant material.

For organic producers, it will be the responsibility of the producer to make sure that all permissible activities, design, material used, and material specifications are consistent with the USDA Agricultural Marketing Service National Organic Program, National Standards on Organic Agricultural Production and Handling.

Construct high tunnel structures on level grade or the naturally occurring slope if the slope does not exceed five percent.

Where snow loads may damage the structure, the tunnel cover shall be removed or rolled up at the end of the growing season unless the structure is designed by the manufacturer to withstand expected snow loads.

Where wind loads may damage the structure, select the tunnel cover and structure designed by the manufacturer to withstand expected wind loads or manage the tunnel system in a manner that limits wind damage.

Where the intensity or duration of sunlight can shorten the growing season, the appropriate thickness of shade cloth may be used in place of, or in addition to impervious plastic covers. When shade cloth is used alone, end walls are not required.

High tunnels shed a large amount of water and can create drainage and ponding issues where none previously existed. Direct runoff away from the high tunnel structure to avoid ponding. Provide a detention basin, storage reservoir, or stable outlet when runoff from tunnel covers empties onto the ground surface with potential to cause erosion.

Outside the high tunnel structure, vegetate all exposed surfaces disturbed during construction in accordance with CPS Code 342, Critical Area Planting. If climatic conditions preclude the use of seed or sod, use CPS Code 484, Mulching.

Significant modifications to the high tunnel structure design must be verified and approved by the manufacturer prior to construction to ensure that any warranties remain in effect.

## **CONSIDERATIONS**

Runoff may be captured and used for irrigation purposes, if allowed by State law, though runoff should not be relied on as the only source of irrigation water. Use the criteria for CPS Code 558, Roof Runoff Structure, to design any structure needed to meet the runoff criteria above. Runoff may empty into surface or underground outlets, or onto the ground surface when properly protected. Size surface and underground outlets according to the criteria for CPS Code 620, Underground Outlet, to ensure adequate capacity. Provide for cleanout as appropriate. Surface or ground outlets such as rock pads, rock-filled trenches with subsurface drains, concrete and other erosion-resistant pads, or preformed channels may be used.

Consider managing the high tunnel system to maintain or improve soil health by following a soil management system that creates a favorable habitat for soil microbes by:

- minimizing soil disturbance, physical, chemical and biological
- using plant diversity in the rotation to increase diversity below ground

- keeping a living root growing year round as much as possible
- keeping the soil covered with residue and growing plants year round

Locate the high tunnel conveniently for ingress/egress of plant materials, equipment, and other operation and maintenance activities.

Remove or manipulate side covers to control internal temperatures and humidity. Installation of vents, fans, or heaters should be considered and should be included in the manufacturer's design and recommendations. If providing protection from the sun extends the growing season, consider a high tunnel structure that includes shade cloth.

If available, consider installing a supplemental manufacturer's kit to provide additional structural support.

Consider setting end posts in concrete, the use of heavier 12 to 14 gauge steel, and a double layer of plastic to increase integrity of the structure.

Consider a minimum clearance of 10 to 20 feet between side by side high tunnel installations for snow removal and cover installation.

Consider potential shading of high tunnel structures by other structures or trees and locate at a distance of two times the height of the tree or structure.

Control weeds with soil fabrics, covers, or mulches.

Consider additional conservation practices where appropriate to include:

- crop rotation
- irrigation water management
- salinity management
- nutrient management
- integrated pest management
- critical area planting
- mulching
- roof runoff structure
- diversion
- underground outlets
- heavy use protection
- cover crop

## **PLANS AND SPECIFICATIONS**

Prepare plans and specifications in accordance with the criteria of this standard.

As a minimum, the plans and specifications include the following:

- Identify purpose.
- Document the planned growing season.
- Layout and location of the high tunnel.
- Site preparations and the required supporting practices for erosion control, runoff, and vegetative cover according to the requirements of the corresponding conservation practice standard.
- The planned width and length of the seasonal high tunnel. Statement that the seasonal high tunnel will be built per the manufacturer's directions.
- Procedure and timing to remove or roll up the high tunnel cover prior to inclement weather conditions.
- Procedure and timing to add or replace shade cloth for protection from the sun for the high tunnel cover.

## **OPERATION AND MAINTENANCE**

Managing a tunnel requires intensive and vigilant attention by the producer.

Prepare an operation and maintenance (O&M) plan and review with the landowner and/or operator responsible for the practice. Provide specific instruction for proper operation and maintenance of each component of this practice and detail the level of repairs needed to maintain the effectiveness and useful life of the practice.

Periodically inspect the high tunnel and repair, reinstall, or replace, as needed to accomplish the intended purpose.

Manage the structure in a manner that limits wind and/or snow damage. Close sides and ends before storm events. In areas that receive snow and ice, the structure should be closed prior to winter weather.

Remove snow and ice from the structure cover and sides promptly to prevent structure failure.

When the structure is at serious risk of collapse due to weather conditions, consider slashing the plastic cover to relieve pressure and save the framework.

Perform soil tests regularly to monitor nutrients and to monitor salt build-up. The soils under the immobile high tunnels may require periodic "flushing" to remove salt build-up. This is accomplished by removing the cover for a season to allow natural precipitation to infiltrate, or by artificially flooding the ground under cover.

If needed, seed all disturbed earth surfaces outside of the high tunnel and maintain the vegetation throughout the structure's life.

Removal of cover materials shall be consistent with the intended purpose and site conditions.

Plan for proper disposal of the cover at the end of its useful life.

Operation of equipment near and on the site shall not compromise the intended purpose of the high tunnel structure or its cover.

## **REFERENCES**

Community Garden Guide Season Extension - High Tunnel, NRCS. Rose Lake Plant Materials Center, East Lansing, Michigan.

"High Tunnel Production Manual". Penn State University College of Agriculture, Department of Horticulture. White, L. and Orzolek, M. 2003

"High Tunnels: Using Low-Cost Technology to Increase Yields, Improve Quality and Extend the Season". Ted Blomgren, Cornell Cooperative Extension, and Tracy Frisch, Regional Farm and Food Project. Published by the University of Vermont Center for Sustainable Agriculture. 2007.

"Minnesota high tunnel production manual for commercial growers". Edited by: Terrance T. Nennich, Sr., University of Minnesota Extension and Suzanne Wold-Burkness, University of Minnesota. 2013.

"Growing Under Cover: A Guide to Polyunnel Options for Kansas Growers"; Kansas Rural Center; Kim Scherman, 2014.



## Conservation Practice Effects

<b>High Tunnel System (Ac) 325</b>	
<p><b>Definition:</b> A seasonal polyethylene covered structure that is used to cover crops to extend the growing season in an environmentally safe manner.</p> <p><b>Major Resource Concerns Addressed:</b> Plant Productivity.</p> <p><b>Benchmark Condition:</b> Crop field with access to irrigation water.</p> <p><b>Date:</b> October, 2016 <b>Developer/Location:</b> Hal Gordon, OR</p>	
Positive Effects	Negative Effects
<p><b>Soil</b></p> <ul style="list-style-type: none"> <li>• No change.</li> </ul> <p><b>Water</b></p> <ul style="list-style-type: none"> <li>• No change.</li> </ul> <p><b>Air</b></p> <ul style="list-style-type: none"> <li>• No change.</li> </ul> <p><b>Plants</b></p> <ul style="list-style-type: none"> <li>• Allows longer growing season and greater variety of crops.</li> <li>• Tunnel increases plant health and vigor.</li> </ul> <p><b>Animals</b></p> <ul style="list-style-type: none"> <li>• No change.</li> </ul> <p><b>Energy</b></p> <ul style="list-style-type: none"> <li>• No change.</li> </ul> <p><b>Human</b></p> <ul style="list-style-type: none"> <li>• Increase yields/reduce costs as land becomes more productive.</li> <li>• Create sustainability of natural resources that support your business.</li> <li>• Increase the property value (real estate) of your property.</li> <li>• Save time, money and labor.</li> <li>• Promote family health and safety.</li> <li>• Make land more attractive and promote good stewardship.</li> <li>• May be eligible for cost share.</li> <li>• Increased profitability in the long run.</li> </ul>	<p><b>Land</b></p> <ul style="list-style-type: none"> <li>• Change to very intense agriculture production.</li> </ul> <p><b>Capital</b></p> <ul style="list-style-type: none"> <li>• Build structure.</li> <li>• Requires irrigation.</li> <li>• Additional materials and on-site equipment.</li> <li>• Annual operation and maintenance costs to clean-out debris, repair and replace structures and equipment.</li> </ul> <p><b>Labor</b></p> <ul style="list-style-type: none"> <li>• Increase in labor managing intensive crop production.</li> </ul> <p><b>Management</b></p> <ul style="list-style-type: none"> <li>• Increase in developing crop management plan and record keeping.</li> </ul> <p><b>Risk</b></p> <ul style="list-style-type: none"> <li>• Excess runoff from plastic causes concentrated flow and possible ponding.</li> <li>• Although the hoop structure may capture solar energy, more energy is needed for irrigation and other management.</li> <li>• Possible increase in irrigation water use.</li> </ul>
<p><b>Net Effect:</b> Improves plant productivity at a moderate cost.</p>	

**Commonly Associated Practices:** Access Road, Irrigation Pipeline, Irrigation System-Microirrigation, Irrigation Water Management, Nutrient Management, Pest Management.

**Note:** This worksheet contains general talking points for the conservation planner to discuss with the land user. It is the first step towards an economic or financial analysis. The second step would include identifying a specific site for analysis at the farm or field level, editing the template for local conditions, adding units and quantities of farm inputs and outputs. The third step in the economic analysis is to place a dollar value on as many variables as possible, put all units in the same time frame, using amortization (\$/Acres/Year) or net present value (\$/Acre), so benefits and costs can be compared. The fourth and final step would be to combine several conservation practices into a conservation system, which is how most conservation practices are applied at the field level. Data for the worksheet comes from the land user, conservation planner, technical specialist and local agricultural supply vendors and contractors. See Economics Technical Note: TN 200-ECN-1, Basic Economic Analysis Using T-Charts (August 2013) for more information.

## Conservation Practice Effects

### **Mulching (Ft) 484**

**Definition:** Applying plant residues or other suitable materials produced off site, to the land surface

**Major Resource Concerns Addressed:** Soil productivity.

**Benchmark Condition:** Depleted intensively farmed row crop land.

**Date:** October, 2016 **Developer/Location:** Hal Gordon, OR

Positive Effects	Negative Effects
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<p><b>Soil</b></p> <ul style="list-style-type: none"> <li>• Reduced sheet, rill, wind, gully and streambank erosion.</li> <li>• Increased soil organic matter.</li> <li>• Reduced evaporation may reduce salt build-up and added organic matter will buffer salts.</li> </ul> <p><b>Water</b></p> <ul style="list-style-type: none"> <li>• Increased infiltration reduces runoff, flooding and ponding.</li> <li>• Increased infiltration and decreased evaporation results in more available water from irrigation and precipitation.</li> <li>• Reduced runoff of pesticides, nutrients, salts, sediment, manure, pathogens and other agricultural chemicals improve surface water quality.</li> </ul> <p><b>Air</b></p> <ul style="list-style-type: none"> <li>• Stabilized the soil surface, reducing the generation of particulate matter.</li> </ul> <p><b>Plants</b></p> <ul style="list-style-type: none"> <li>• Improved crop production opportunities.</li> <li>• Improve growing conditions and increased plant health and vigor.</li> <li>• Thick and/or impenetrable mulch cover can prevent emergence of undesired weed species.</li> </ul> <p><b>Animals</b></p> <ul style="list-style-type: none"> <li>• Mulching enhances wildlife food, cover and shelter.</li> </ul> <p><b>Energy</b></p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p><b>Human</b></p> <ul style="list-style-type: none"> <li>• Increase yields/reduce costs as land becomes more productive.</li> <li>• Create sustainability of natural resources that support your business.</li> <li>• Increase the property value (real estate) of your property.</li> <li>• Conserve soil and water for periods of drought and future use.</li> <li>• Prevent off-site negative impacts.</li> <li>• Comply with environmental regulations.</li> <li>• Save time, money and labor.</li> <li>• Promote family health and safety.</li> <li>• Make land more attractive and</li> </ul>	<p><b>Land</b></p> <ul style="list-style-type: none"> <li>• Adverse effects on cultural resources possible during planting and/or removal.</li> <li>• No change in land use or land in production.</li> </ul> <p><b>Capital</b></p> <ul style="list-style-type: none"> <li>• Mulching equipment and materials.</li> </ul> <p><b>Labor</b></p> <ul style="list-style-type: none"> <li>• Increase in passes over the field.</li> </ul> <p><b>Management</b></p> <ul style="list-style-type: none"> <li>• No Change.</li> </ul> <p><b>Risk</b></p> <ul style="list-style-type: none"> <li>• Increase in pests may reduce crop yield.</li> <li>• Increase in seeps and seasonal high water table with increased infiltration.</li> <li>• Impervious mulches may increase runoff and surface water quality problems.</li> <li>• Increased infiltration negatively effects ground water.</li> </ul>
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**Net Effect: Improved soil productivity at a low cost.**

**Commonly Associated Practices:** Contour Farming, Critical Area Planting, Integrated Pest Management, Irrigation Water Management, Nutrient Management.

**Note:** This worksheet contains general talking points for the conservation planner to discuss with the land user. It is the first step towards an economic or financial analysis. The second step would include identifying a specific site for analysis at the farm or field level, editing the template for local conditions, adding units and quantities of farm inputs and outputs. The third step in the economic analysis is to place a dollar value on as many variables as possible, put all units in the same time frame, using amortization (\$/Acres/Year) or net present value (\$/Acre), so benefits and costs can be compared. The fourth and final step would be to combine several conservation practices into a conservation system, which is how most conservation practices are applied at the field level. Data for the worksheet comes from the land user, conservation planner, technical specialist and local agricultural supply vendors and contractors. See Economics Technical Note: TN 200-ECN-1, Basic Economic Analysis Using T-Charts (August 2013) for more information.

## Conservation Practice Effects

### **Conservation Crop Rotation (Ac) 328**

**Definition:** Growing crops in a planned sequence on the same field.

**Major Resource Concerns Addressed:**

**Benchmark Condition:**

**Date:** October, 2016 **Developer/Location:** Hal Gordon, OR

Positive Effects	Negative Effects
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#### Soil

- Reduced sheet, rill, wind and gully erosion by maintaining sufficient canopy and residue cover that reduces soil detachment by water.
- High residue crops can lead to increased root development and increased soil organic carbon.
- Deep rooted crops in the rotation may reduce compaction.
- Soil subsidence may be reduced if rotation addresses drainage.
- Salt tolerant crops with high transpiration rates can increase salt uptake and reduce salt content in the root zone.

#### Water

- Improved plant uptake may reduce excessive seepage, runoff, flooding, ponding and seasonal high water table.
- Crop rotation balances available water with crop needs and may reduce total irrigation requirements.
- Reduced need for pesticide use by breaking pest lifecycles and improve surface and ground water quality.
- Nitrogen demanding or deep rooted crops can remove excess nitrogen.
- Legumes in rotation will provide slow release nitrogen and reduce need for additional nitrogen and improve surface and ground water quality.
- Reduced erosion and runoff reduces transport of salts, and some crops may accumulate salts, improving water quality.
- Depending on crop rotation, less erosion and runoff reduces delivery of sediment and pathogens.

#### Air

- Crops in the rotation can reduce the generation of fugitive dust.
- Vegetation removes CO<sub>2</sub> from the air and stores it in the form of carbon in the plants and soil.

#### Plants

- Increase in crop yield with improved

#### Land

- Cultural resources may be harmed if new deep rooted crops are introduced.
- Land may be utilized more intensely.
- No change in land in production.

#### Capital

- No additional field equipment required.
- Crop production costs.

#### Labor

- Additional time cultivating crops.

#### Management

- Increase time managing crop production.

#### Risk

- Decrease in agricultural operation flexibility and timing with required crops in rotation.
- Forgone income by going to less profitable crops.

**Net Effect: Cover crop improves soil productivity, reduces erosion at a moderate cost.**

**Commonly Associated Practices:** Conservation Cover, Contour Buffer Strips, Cover Crop, Critical Area Planting, Cross Wind Trap Strips, Herbaceous Wind Barriers, Integrated Pest Management, Irrigation Water Management, Mulching, Nutrient Management, Residue and Tillage Management-Mulch Till, Residue and Tillage Management-No Till/Strip Till/Direct Seed, Residue and Tillage Management-Ridge Till, Residue Management-Seasonal, Terrace, Spoil Spreading, Stream Habitat Improvement and Management, Streambank and Shoreline Protection.

**Note:** This worksheet contains general talking points for the conservation planner to discuss with the land user. It is the first step towards an economic or financial analysis. The second step would include identifying a specific site for analysis at the farm or field level, editing the template for local conditions, adding units and quantities of farm inputs and outputs. The third step in the economic analysis is to place a dollar value on as many variables as possible, put all units in the same time frame, using amortization (\$/Acres/Year) or net present value (\$/Acre), so benefits and costs can be compared. The fourth and final step would be to combine several conservation practices into a conservation system, which is how most conservation practices are applied at the field level. Data for the worksheet comes from the land user, conservation planner, technical specialist and local agricultural supply vendors and contractors. See Economics Technical Note: TN 200-ECN-1, Basic Economic Analysis Using T-Charts (August 2013) for more information.



# High Tunnel Ranking Questions

## Applicability Question

1. Is High Tunnel System (325) included in the application?

## Category Question

1. Is High Tunnel System (325) included in the application?

## Program Questions

1. Will the products grown within the High Tunnel be supplied to schools or non-profit local community initiative as part of an established Farm to School or other local food initiative?
2. At the time of application, does the applicant have an established off-farm market for a current farm enterprise that a High Tunnel will benefit by extending the growing season or improving plant condition of a crop type consistent with the current farm enterprise?
3. On any land included in the farming operation, is the Resource Concern of Degraded Plant Condition – Undesirable Plant Productivity and Health being currently addressed by an existing high tunnel?
4. What is the distance to market for crops produced in the High Tunnel?
  - a. 25 or fewer miles.
  - b. 26 to 100 miles.
  - c. Over 100 miles.
  - d. Product is not marketed and sold.
5. Will the High Tunnel be implemented on land where permanent sod exists and will be maintained between the crop rows?
6. Is the high tunnel planned on a soil map unit that has a drainage classification of well drained, somewhat excessively drained, or excessively drained?
7. Does this application include the implementation of a mobile seasonal high tunnel that can be moved to a new footprint without disassembling?

## Resource Questions

1. Will the High Tunnel be implemented on hydrologic group A soils?
2. What is the natural current slope of the ground on which the High Tunnel will be installed?
  - a. Natural 0-1% slope
  - b. Natural >1-3% slope
  - c. Natural >3-5% slope (5% is the maximum slope on which a High Tunnel may be installed)
  - d. The natural site needs to be graded to meet the maximum allowed 5% slope
3. What is the slope of the upslope area, within 500 feet of the ground on which the High Tunnel will be installed?
  - a. 0-3% slope (A slope)
  - b. >3-8% slope (B slope)
  - c. >8% slope (C or greater)

This form is available electronically.

CCC-901  
(04-01-09)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

1. County
2. State
3. Program Year

**MEMBER'S INFORMATION  
2009 and Subsequent Years**

**NOTE:** The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation and Energy Act of 2008 (Pub. L. 110-246). Additionally, the authority for requesting this information is for 7 CFR Part 1400. The information is necessary for CCC to assist in determining eligibility for program benefits. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act of 1974, the E-Government Act of 2002, and related authorities.

This information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2006 (Pub. L. 110-246, Title I, Subtitle F – Administration). The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

**PART A -** For each individual or entity who is a member of this entity, list the member's name, social security/employer identification number, address and percentage share of ownership. If a member has both types of identification numbers, list both.

Name of Legal Entity \_\_\_\_\_

1. Member's Name	2. SSN or Tax ID Number <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART B - Embedded Entities:** For any member listed in Part A, who is an entity, list such embedded entity's name and list the requested, information for each member of such entity. If a member has both types of identification numbers, list both. If more than one member, listed in Part A is an entity, provide the requested information for each entity on supplemental sheets.

Name of Embedded Legal Entity \_\_\_\_\_

1. Member's Name	2. SSN or Tax ID Number <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information ( Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PART C - Embedded Entities:** For any member listed in Part B, who is an entity, list such embedded entity's name and list the requested, information for each member of such entity. If a member has both types of identification numbers, list both. If more than one member, listed in Part B is an entity, provide the requested information for each entity on supplemental sheets.

**Name of Embedded Legal Entity** \_\_\_\_\_

1. Member's Name	2. SSN or Tax ID Number. <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART D - Embedded Entities:** For any member listed in Part C, who is an entity, list such embedded entity's name and list the information for each member of such entity. If a member has both types of identification numbers, list both. If more than one member, listed in Part C is an entity, provide the requested information for each entity on supplemental sheets.

**Name of Embedded Legal Entity** \_\_\_\_\_

1. Member's Name	2. SSN or Tax ID Number. <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

**Part E. Minor Members or Shareholders** – For any Member or Shareholder who is a minor, provide the following:  N/A

1. Minor's Name	2. Date of Birth	3. Parent's or Guardian's Name	4. Parent's or Guardian's Address	5. Parent or Guardian's SSN or Tax ID Number <i>(Last 4 digits if already on file)</i>

**6. Separate Status of Minors**

- (a) Is any minor a producer on a farm in which the parent or guardian has no interest?  YES  NO
- (b) Does any minor maintain a separate household from the parent or guardian and personally carry out farming Activities with respect to the minor's farming operation, including maintaining separate accounting?  YES  NO
- (c) Does any minor who is represented by a court-appointed guardian or conservator responsible for the minor 1) live in a household other than the parents' household(s), and 2) have a vested ownership in the farm?  YES  NO
- (d) If any minor with an interest in this farming operation can answer "YES" to Items 6(a)-6(c), list that minor's name:

**PART F- CERTIFICATION - By Signing:**

- I certify that I have signature authority for the entity identified in Part A and all information entered on this document is true and correct  
 - I understand that furnishing incorrect information will result in forfeiture of payments and benefits.  
 - I will timely provide written notification to the Farm Service Agency committees for the county and State listed on this form of any changes in the information provided.

1. Representative's Signature (By)	2. Title/Relationship of Individual Signing in the Representative	3. Date (MM-DD-YYYY)

## Appendix to Form for AD-1026 Highly Erodible Land Conservation (HELCS) and Wetland Conservation (WC) Certification

The following conditions of eligibility are required for persons to receive any USDA loans or other program benefits that are subject to highly erodible land and wetland conservation provisions, unless an exemption has been granted by USDA.

**By signing Form AD-1026, Item 13, the producer certifies receipt of this form, and unless an exemption has been granted by USDA, agrees to the following on any farms in which such person has an interest.**

A	<b>NOT</b> to plant or produce an agricultural commodity on highly erodible fields unless actively applying an approved conservation plan or maintaining a fully applied conservation system.
B	<b>NOT</b> to plant or produce an agricultural commodity on wetlands converted after December 23, 1985.
C	<b>NOT</b> to convert wetlands by draining, dredging, filling, leveling, or any other means that would allow the planting of any crop, pasture, agricultural commodity, or other such crops.
D	<b>NOT</b> to use proceeds from any FSA farm loan, insured or guaranteed, received after December 23, 1985, for a purpose that will contribute to the conversion of a wetland to produce an agricultural commodity, or contribute to excessive erosion of highly erodible land as determined by NRCS.

**NOTE:** Signature on Form AD-1026 gives representatives of USDA authorization to enter upon and inspect all farms in which the producer has an interest for the purpose of confirming the above statements.

Any questions concerning the requirements of the Food Security Act of 1985, as amended, shall be directed to your County FSA Office personnel before signing AD-1026 in Item 13.

**NOTE:** *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information to be supplied on this form is the Food Security Act of 1985, Pub. L. 99-198, and regulations promulgated under the Act (7 CFR Part 12). The information will be used to determine eligibility for program benefits and other financial assistance administered by USDA agencies. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court magistrate or administrative tribunal. Furnishing the Social Security Number is voluntary. Furnishing the other requested information is voluntary; however, failure to furnish to correct, complete information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA agencies. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided by the produce on this form.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0185. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM AD-1026 TO YOUR COUNTY FARM SERVICE AGENCY (FSA) OFFICE (address printed in Item 6 of AD-1026A).***

## HIGHLY ERODIBLE LAND CONSERVATION (HELIC) AND WETLAND CONSERVATION (WC) CERTIFICATION

(See Page 2 for Public Burden and Privacy Act Statements).

1. Name of Producer	2. Identification Number	3. Current Crop Year				
4. Does the attached AD-1026A(s) list all your farming interests by county, and show current NRCS determinations? <i>If "NO", contact your County FSA Office before completing this form.</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	YES	NO		
YES	NO					
5. Are you a landlord on any farm listed on AD-1026A that will not be in compliance with HELC and WC provisions? <i>If "YES" AD-1026C must be prepared.</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	YES	NO		
YES	NO					
6. Does the landlord refuse to comply with HELC requirements on any farms listed on AD-1026A? <i>If "YES", AD-1026B must be prepared.</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	YES	NO		
YES	NO					

**If Items 5 or 6 are answered "YES", circle the applicable farm number on AD-1026A.**

7. List here or attach a list of affiliated persons with farming interests. <i>See Page 2 for an explanation. Enter "None", if applicable.</i>						
8. During the crop year entered in Item 3 above, or the term of a requested USDA loan, did or will you plant or produce an agricultural commodity on land for which a highly erodible determination has not been made?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	YES	NO			
YES	NO					
9. On <b>any</b> land in which you have an interest, <b>has anyone</b> conducted any activities (since December 23, 1985) or <b>will anyone</b> conduct any activities (during the current crop year or the term of a requested USDA loan) to:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>		YES	NO		
YES	NO					
(a) Create new drainage, conduct land leveling, filling, dredging, land clearing, or stump removal that has not been evaluated by NRCS? <b>Indicate year if answered "YES":</b> _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>		YES	NO		
YES	NO					
(b) Maintain, improve, or modify an existing drainage that has not been evaluated by NRCS? <b>Indicate year if answered "YES":</b> _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>		YES	NO		
YES	NO					
10. Will you conduct any activities for fish production, trees, vineyards, shrubs, building construction, or other non-agricultural purposes on lands for which a wetland determination has not been completed by NRCS?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">YES</th> <th style="width: 50%; padding: 2px;">NO</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>		YES	NO		
YES	NO					

If answers to Item 8, 9, or 10 are:

**"YES" for any one of these items, sign and date in Item 11 below, and circle the applicable tract number on AD-1026A. A "YES" answer authorizes FSA to refer this AD-1026 to NRCS to make a HELC and or certified wetland determinations. DO NOT sign in Item 13 until the NRCS determination is complete.**

**"NO" for all of these items, complete Item 13.**

11. Signature of Producer	<p><i>I hereby certify that the information on this form and the attached AD-1026A's is true and correct to the best of my knowledge.</i></p> <p>_____</p>	Date: (MM-DD-YYYY)
12. Referral to NRCS (Completed by FSA)	Enter a checkmark if a NRCS determination is needed because "YES" is answered in Items 8, 9, or 10. <input type="checkbox"/>	Signature of FSA Representative
		Date: (MM-DD-YYYY)

**NOTE: Before signing in Item 13, Read AD-1026 Appendix.**

<p><b>Continuous AD-1026 Certification</b></p> <p>I understand and agree that my eligibility for certain USDA program benefits is contingent upon this certification of compliance with the highly erodible land and wetland conservation provisions of the 1985 Food Security Act as amended. This agreement shall serve as a continuous certification and agreement for subsequent crop years. For current and subsequent crop years:</p> <ul style="list-style-type: none"> <li>I agree to the terms and conditions stated on AD-1026 Appendix on all land in which I have or will have an interest.</li> <li>I agree that if there are any changes in my operation or activities that may affect compliance with these provisions, I will file a revised AD-1026.</li> <li>I agree to file any required exemption requests for each applicable crop year.</li> <li>I understand that affiliated persons are also subject to compliance with these provisions and their failure to comply or file AD-1026 will result in loss of eligibility to persons or enterprises with whom they are affiliated. (<i>Affiliated person rules are printed on Page 2 of this form.</i>)</li> </ul>	
13. Producer Sign Here	Date (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

ORIGINAL - FSA COPY

NRCS COPY

PRODUCER'S COPY

**INSTRUCTIONS FOR ITEM 7 OF AD-1026**

The producer requesting benefits on AD-1026 shall attach a list of the applicable affiliated persons with farming interests who are required to file AD-1026. Follow the rules in this table to determine affiliated persons.

<b>IF</b> producer, requesting benefits is a (an) . . .	<b>THEN</b> affiliated persons who must file AD-1026 if they have farming interests are . . .
individual	spouse or minor children with separate farming interests, or who receives benefits under their individual ID number.
<b>NOTE: If the individual filing is a minor child, the father and mother shall be listed as affiliates</b>	estates, trusts, partnerships, and joint ventures in which the individual filing, or the individual's spouse or minor children have an interest.
	corporations in which the individual filing or the individual's spouse or minor children have more than 20% interest.
	general partnership
limited partnership	
joint venture	
estate	
irrevocable or revocable trust	
Indian tribal venture or group	
corporation with stockholders	first level members with more than 20% interest in the corporation.
State	none
Church or other charitable organization	
county	
city	
public schools	
corporation with no stockholders	

**KEY TO NRCS DETERMINATIONS IN ITEMS 8 THROUGH 11 LISTED ON AD-1026A**

- |   |   |
|---|---|
| <p><b>8. HEL</b> = Highly Erodible Land:<br/> <b>"Y"</b> = NRCS determined highly erodible land.<br/> <b>"N"</b> = NRCS determined no highly erodible land.<br/>                 " " = NRCS has not made a determination.</p>                     | <p><b>9. 027</b> = Approved Conservation Plan (CPA-027):<br/> <b>"Y"</b> = Tract has an approved conservation plan.<br/> <b>"N"</b> = Tract <b>does not have</b> an approved conservation plan.<br/> <b>"X"</b> = HEL flag is "Y". Producer has a 2-year grace period after soil survey is available to obtain an approved conservation plan.</p> |
| <p><b>10. A027</b> = Applying Conservation Plan:<br/> <b>"Y"</b> = Producer is actively applying an approved conservation plan or system.<br/> <b>"N"</b> = Producer is <b>NOT</b> actively applying an approved conservation plan or system.</p> | <p><b>11. W</b> = Wetlands:<br/> <b>"Y"</b> = NRCS determined wetlands on this tract. (* See footnote.)<br/> <b>"N"</b> = NRCS determined no wetlands on this tract.<br/>                 " " = NRCS has not made wetland determinations on entire tract.</p>   |

\* NRCS has determined a wetland does exist on this tract. Contact your local NRCS office or FSA office for details concerning the location of the wetland and restrictions applying to the land according to NRCS determination before planting an agricultural commodity or performing any drainage or manipulation on this tract.

**NOTE:** The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information to be supplied on this form is the Food Security Act of 1985, Pub. L. 99-198, and regulations promulgated under the Act (7 CFR Part 12). The information will be used to determine eligibility for program benefits and other financial assistance administered by USDA agencies. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court magistrate or administrative tribunal. Furnishing the Social Security Number is voluntary. Furnishing the other requested information is voluntary; however, failure to furnish to correct, complete information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA agencies. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided by the produce on this form.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0185. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM AD-1026 TO YOUR COUNTY FARM SERVICE AGENCY (FSA) OFFICE (address printed in item 6 of AD-1026A).**

**ENTITY APPLICATION for an AGRICULTURAL LAND EASEMENT (ALE) AGREEMENT**

This is an Entity Application for an Agricultural Land Easement (ALE) Agreement through the: (Select ONE) <input type="checkbox"/> Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) <input type="checkbox"/> Regional Conservation Partnership Program (RCPP) – ACEP-ALE	
Entity Name:	NEST Application Number: <b>AGENCY USE</b>
Entity Address:	Application Date:
Entity Email:	Entity Type: <input type="checkbox"/> State Government <input type="checkbox"/> Local Government <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Non-Governmental Organization <sup>i</sup>
Entity TIN	Application Total Acres:
Telephone:	State:
Land Eligibility Category for Agreement (Select One <sup>ii</sup> ): <input type="checkbox"/> Has prime, unique, or other productive soil <input type="checkbox"/> Contains historical or archaeological resources <sup>iii</sup> <input type="checkbox"/> Protects grazing uses and related conservation values <input type="checkbox"/> Furthers a State or local government policy consistent with the purposes of ACEP. Cite the State or local government policy consistent with ACEP: _____	
Is this an application for a Grassland of Special Environmental Significance (GSS) ALE Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**This is an Entity Application for an ALE Agreement, as established by the Agricultural Act of 2014. By signing and submitting this application, you agree to comply with the requirements of ACEP-ALE.**

- Yes  No Do you have entity records established with the appropriate USDA Service Center Agency?  
*If no, you must establish them with the appropriate USDA Service Center Agency prior to submitting this application.*
- A Dun & Bradstreet Data Universal Numbering System (DUNS) number and current registrations in the Central Contractor Registrations (CCR) databases are required for receiving payment under an EIN.** *If you do not have a DUNS number information is available at <http://fedgov.dnb.com/webform> To register with CCR, go to <https://www.sam.gov/>*  
**DUNS Number:**
- Yes  No Do you have the authority and capability to acquire, manage, and enforce agricultural land easements?
- How many entity staff are dedicated to monitoring and easement stewardship?**
- Yes  No Are you an NRCS Certified Entity<sup>iv</sup>?
- Yes  No Are all parcels<sup>v</sup> associated with this application subject to a written pending offer<sup>vi</sup> signed by the eligible entity for purchase of an agricultural land easement<sup>vii</sup> by an eligible entity?

**7.  Yes  No Will any other entity co-hold an agricultural land easement on one or more of the parcels associated with this application?**

*If the answer is Yes, then the intended co-holder(s) must co-sign this application for an Agricultural Land Easement Agreement, provide a DUNS number, and be registered with SAM.*

**Name: Tax Number: DUNS Number:**

**Co-Holder Signature:**

**Name: Tax Number: DUNS Number:**

**Co-Holder Signature:**

**8.  Yes  No Will another entity, other than the United States, hold a third-party right, contingent right, or any other real property interest in an agricultural land easement on one or more of the parcels associated with this application, excluding entities co-signing this application as a co-holder?**

*If the answer is Yes, list the Names and Tax Identification Number for all other intended holders of interests in the agricultural land easement.*

**Name: Tax Number: DUNS Number:**

**Name: Tax Number: DUNS Number:**

**Name: Tax Number: DUNS Number:**

**9. The land offered<sup>viii</sup> under this application is (check all that apply):**

Private Land

Tribal, Allotted, Ceded, or Indian Land

**10. How many parcels are associated with this application:**

*You must complete an ACEP-ALE Parcel Sheet NRCS-CPA-41A for each parcel associated with this application and attach it to this Entity Application for an ALE Agreement.*

**11. Complete the below table with the sum totals for all parcels associated with this application.**

*These values may be estimates; subject to the final values, being determined by an NRCS approved appraisal report or easement valuation methodology.*

A. Total Estimated Fair Market Value of all ALEs	\$
B. Total Estimated Entity Non-Federal Cash Contribution to all ALEs (excluding landowner donation)	\$
C. Total Requested Federal Share for ALEs	\$
D. Total Estimated Purchase Price. <sup>ix</sup> of ALEs (D = B + C)	\$
E. Total Estimated Landowner Donation for all ALEs. <sup>x</sup> (E = A - D)	\$

**12. All entities that will be identified as either a co-holder or other holder of interest on any agricultural land easement deed associated with this application must be listed on the table below. For those that will contribute cash or receive ALE funds, identify on the table below the estimated entity non-federal cash contribution (item B above) and the requested federal share (item C above) by individual entity.**



<b>Entity Name:</b>	<b>Entity Role</b> ( <i>identify either</i> ): - Co-holder (#7 above), or - Holder of Interest (#8 above)	<b>B1. Estimated Individual Entity Non-Federal Cash Contribution to all ALEs</b> ( <i>total must equal item B above</i> )	<b>C1. Individual Entity portion of requested Federal Share for ALEs</b> ( <i>total must equal item C above</i> )

The Entity has reviewed the template Agricultural Land Easement Agreement that stipulates the terms and conditions under which the entity would be permitted to use the cost-share assistance applied for herein. The Entity agrees to participate in the Agricultural Land Easement component of the Agricultural Conservation Easement Program if NRCS and the Entity enter into an Agricultural Land Easement Agreement. However, nothing in this application obligates the United States or the Entity to purchase all or any of the Agricultural Land Easements listed on the Parcel Sheets attached to this application. The undersigned Entity shall hereafter be referred to as the "Participant." The Participant understands that unless an Entity is Certified by NRCS, acquiring an Agricultural Land Easement without the NRCS required minimum deed terms and conditions or prior to NRCS approval of the appraisal or easement valuation determination and title causes the Agricultural Land Easement to be ineligible for ACEP cost-share assistance. An Entity may only be Certified by the Chief of NRCS.

It is the responsibility of the Participant to provide accurate data to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes. The Participant certifies that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for all landowners are on file with the appropriate USDA Service Center Agency.

The Participant is required to be registered in the System for Award Management (SAM) before submitting this application and must provide a valid DUNS number on this application. Each Participant must continue to maintain an active SAM registration with current information at all times during which it has an Agricultural Land Easement, Agricultural Land Easement Agreement, or an active application under consideration. NRCS may not enter into an Agricultural Land Easement Agreement with an Entity until all applicable DUNS and SAM requirements have been met. If an Entity has not fully complied with these requirements by the time NRCS is ready to award the Agricultural Land Easement Agreement, NRCS may determine that the Entity is not qualified to receive an Agricultural Land Easement Agreement and use that determination as a basis for making an award to another applicant.

**Initial**

- 13.  - I certify that the Entity has its own cash resources to provide the Total Estimated Entity Non-Federal Cash Contribution stated in 11.B. above.
- 14.  - I have received and reviewed a copy of the required Agricultural Land Easement Cooperative Agreement Template and United States Secretary of Agriculture's required minimum deed terms and conditions for an Agricultural Land Easement.

<b>Signature of Authorized Entity Representative</b>	<b>Date</b>
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### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights.

USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, complete, sign and mail a program discrimination complaint form, available at any USDA office location or online at [www.ascr.usda.gov](http://www.ascr.usda.gov), or write to:

USDA  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender.

Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

### PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

i To be considered as an **Eligible Entity** under ACEP-ALE a Non-Governmental Organization must be:

(1) organized for, and at all times since the formation of the organization been operated principally for, 1 or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of the Internal Revenue Code of 1986;

(2) an organization described in section 501(c)(3) of that Code that is exempt from taxation under section 501(a) of that Code; or

(3) described in "(I) paragraph (1) or (2) of section 509(a) of that Code; or (II) section 509(a)(3) of that Code and is controlled by an organization described in section 509(a)(2) of that Code.

ii ACEP-ALE applications should be organized by **Eligible Land** type, as ACEP-ALE agreements are Eligible Land specific.

iii **Historical and archaeological resources** mean resources that are:

(1) Listed in the National Register of Historic Places (established under the National Historic Preservation Act (NHPA), 16 U.S.C. 470, et seq.);

(2) Formally determined eligible for listing in the National Register of Historic Places (by the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) and the Keeper of the National Register in accordance with section 106 of the NHPA);

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(3) Formally listed in the State or Tribal Register of Historic Places of the SHPO (designated under section 101(b)(1)(B) of the NHPA) or the THPO (designated under section 101(d)(1)(C) of the NHPA); or  
(4) Included in the SHPO or THPO inventory with written justification as to why it meets National Register of Historic Places criteria.

<sup>iv</sup> **Certified Entity** means an eligible entity that NRCS has determined to meet the requirements of 7 C.F.R. § 1491.4(d) of this part. An Entity may only be Certified by the Chief of NRCS

v **Parcel** means a farm or ranch submitted for consideration for funding under ACEP-ALE.

vi **Pending offer** means a written bid, contract, or option extended to a landowner by an eligible entity to acquire a conservation easement before the legal title to these rights has been conveyed for the purpose of limiting non-agricultural uses of the land.

vii **Agricultural land easement** means an easement or other interest in eligible land that:

(1) is conveyed for the purpose of protecting natural resources and the agricultural nature of the land; and

(2) permits the landowner the right to continue agricultural production and related uses subject to an agricultural land easement plan, as approved by the Secretary of Agriculture.

viii The Secretary may not use ACEP funds for the purposes of acquiring an easement on lands owned by an agency of the United States, other than land held in trust for Indian tribes; and lands owned in fee title by a State, including an agency or a subdivision of a State, or a unit of local government. Such lands are ineligible for ACEP.

ix **Purchase price** means the fair market value of the agricultural land easement as determined by an NRCS approved methodology, minus the landowner donation.

<sup>x</sup> Landowners shall not donate any part of Federal Share or Non-Federal Cash Contribution back to the entity.

**U. S. DEPARTMENT OF AGRICULTURE**  
Natural Resources Conservation Service (NRCS)  
On behalf of the  
Commodity Credit Corporation (CCC)

**APPENDIX TO FORM NRCS-CPA-1202**  
**CONSERVATION PROGRAM CONTRACT**  
For  
**Conservation Stewardship Program (CSP) and**  
**Regional Conservation Partnership Program (RCPP)**  
**(which is administered under and subject to CSP regulations)**

**1 PROGRAM ELIGIBILITY REQUIREMENTS**

- A** The Participant must complete and file Form AD-1026 Highly Erodible Land Conservation (HEL) and Wetland Conservation (WC) Certification or any successor form and meet the requirements set forth therein, in accordance with Title XII of the Food Security Act of 1985, as amended. By signing this Conservation Program Contract (Contract), the Participant certifies that the Participant has completed and filed the AD-1026 and meets the payment eligibility requirements set forth in the Highly Erodible Land Conservation-Wetland Conservation (HELC-WC) provisions at 7 CFR part 12.
- B** The Participant must meet the requirements of, complete, and file Form CCC-941 (Average Adjusted Gross Income Certification and Consent to Disclosure of Tax information) or any successor form. By signing this Contract, the Participant certifies that the Participant has met the requirements of, completed, and filed the applicable form. A person, legal entity, or joint operation shall not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the person, legal entity, or joint operation does not meet the adjusted gross income (AGI) limitations established by Section 1001D of the Food Security Act of 1985, as amended, and implemented through regulations at 7 CFR part 1400. The amount of any payment or benefit shall be reduced by an amount that is commensurate with the direct and indirect ownership interest in the entity (legal entity or joint operation) of each person or legal entity who has income in excess of the applicable limitation specified. To assist in RCPP implementation, the Chief may also waive the applicability of the adjusted gross income (AGI) limitation in section 1001D(b)(2) of the Food Security Act of 1985 for participating producers if the Chief determines that the waiver is necessary to fulfill RCPP objectives.
- C** The Participant must complete and file Form CCC-901 Member's Information, or its equivalent, if the Participant represents a business classified as a legal entity or joint operation by the U.S. Department of Agriculture (USDA) under 7 CFR part 1400.
- D** At Least one Participant must be the operator of record in the Farm Service Agency (FSA) farm records management system for the agricultural operation being offered for enrollment in the program and have effective control of the land for this Contract period. Other Participants with shares greater than zero must have effective control of the land for the contract period, and demonstrate to the satisfaction of NRCS that they are an eligible producer and part of the daily management, administration, and performance of the operation and share in the

risk. By signing this Contract, the Participant certifies that the Participant has included in the Contract all eligible land and will control the land subject to this Contract for the term of this Contract and shall, upon request, provide evidence to Commodity Credit Corporation (CCC) demonstrating that such Participant has control of the land for that period. NRCS may grant exceptions to this "operator of record" requirement for producers, tenants, and owners in the FSA farm records management system that demonstrate to the satisfaction of NRCS that they will operate and have effective control of the land for the term of this contract. Where applicable, NRCS will consult with the U.S. Department of Interior, Bureau of Indian Affairs (BIA) to determine Tribal land eligibility.

- E** The Participant shall not be eligible for Contract payments for any of the following: (1) activities that the Participant is required to implement to address non-compliance with the HELC and WC requirements provisions at 7 CFR part 12; (2) new conservation activities applied with financial assistance through any other USDA conservation program; (3) the design, construction, or maintenance of animal waste storage or treatment facilities or associated waste transport devices for animal feeding operations; (4) conservation activities that were initiated or implemented prior to contract approval, unless a waiver was granted by the Chief or designee prior to the activity implementation, and (5) conservation practice or activities which there is no cost incurred or income forgone by the Participant.
- F** Land used for crop production after February 7, 2014 that had not been planted, considered to be planted, or devoted to crop production for at least 4 of the 6 years preceding this date shall not be eligible for any payment under the program, unless the land does not meet the requirement because: (1) the land had previously been enrolled in the Conservation Reserve Program; (2) the land has been maintained using long-term crop rotation practices, as determined by CCC; or (3) the land is incidental land needed for efficient operation of the farm or ranch, as determined by CCC.
- G** Land otherwise eligible for the covered conservation program shall not be eligible if the land is publically owned (including land owned by a Federal, State, or local unit of government), if the land is enrolled in the Conservation Security Program, Conservation Reserve Program, Wetland Reserve Easement through the Agricultural Conservation Easement Program, or is subject to a deed or other legal restriction prohibiting the application of the conservation plan and associated conservation activities, or where a benefit has or will be obtained from a Federal, or State agency (including political subdivisions and entities thereof) in return for the Participant's agreement not to implement the conservation plan and associated conservation activities on the land during the same time as the land would be enrolled in this Contract. By applying for the program Contract, the Participant certifies as a condition for payment that no such restrictions apply to the subject land.
- H** The Participant is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation activities in accordance with applicable laws and regulations. A Participant must comply with all laws and is responsible for all effects or actions resulting from the Participant's performance under this Contract.

- I** The Participant will obtain the landowner's signature on the Contract or provide to NRCS written authorization from the landowner that identifies the Participant has authority to install structural or vegetative practices. The landowner's signature on the Contract for purposes of authorizing such practices does not qualify the landowner for program payments unless all other program participation and payment eligibility requirements are met, as determined by NRCS.
- J** The Participant must be an eligible producer as defined in 7 CFR part 1470.

## 2 CONTRACT

- A** The term "Contract" as used in this Appendix means the following program documents, including:
- Conservation Program Contract, Form NRCS-CPA-1202 along with the—
    - Appendix to Form NRCS-CPA-1202, Form NRCS-CPA-1202-CPC (Appendix);
    - Conservation Plan Schedule of Operations, Form NRCS-CPA-1155;
    - Revision of Plan/Schedule of Operations or Modification of a Contract, Form NRCS-CPA-1156; and
    - Transfer Agreement, form NRCS-CPA-152 for the transferee(s).
    - Other supporting documents as set forth above in Paragraph 4(1).

The Contract shall set forth the terms and conditions for Conservation Program participation and receipt of Conservation Program payments.

- B** The contract is not in effect until it is fully executed and signed by the designated approving official of CCC. NRCS provides applicants with a courtesy copy of this Appendix at the time of application so that they can review the program requirements prior to entering into a contract with NRCS.

## 3 AGREEMENT

The Participant agrees to:

- (1) Enroll all eligible land under their effective control into the program for the period of time as specified on Form NRCS-CPA-1202 beginning on the date this Contract is executed by CCC with the exception of contract renewals where the start date for the renewed contract's period of performance starts the day after the initial contract's expiration date.
- (2) Not start any financially-assisted conservation activity, before this Contract is executed by CCC unless a waiver is approved by the NRCS Chief or designee. The Participant may submit a written request to waive this requirement for financially-assisted conservation activities. The waiver option is not applicable to renewal contracts. Financially-assisted conservation activities in a renewal contract must not be started while the initial contract is active. For purposes of determining whether a Participant has started a conservation activity prior to contract approval, NRCS may consider whether equipment, materials, or labor have been dedicated to such conservation activity.
- (3) Apply or commence a financially-assisted conservation activity within the first

fiscal year after this Contract is executed by CCC unless a waiver is requested and approved by the NRCS Chief.

- (4) Schedule, install, and adopt all enhancements by the end of the third fiscal year of the Contract.
- (5) Maintain for the life of the Contract at least the level of existing conservation performance identified at the time the contract is executed by CCC, unless a waiver has been approved by NRCS for operational or land use changes as per paragraph 9.
- (6) Install and adopt, to NRCS Standards and Specifications or applicable job sheets, conservation activities described in this Contract as scheduled, to operate and maintain these conservation activities for the intended purpose and life span identified in this Contract, and to comply with the terms and conditions of this Contract and all applicable Federal, State, Tribal, and local laws. In cases where the land is transferred to new or re-structured ownership, management, or operation during the contract period, the Participant must also ensure these responsibilities are transferred to subsequent owners, managers, or operators as provided herein;
- (7) Provide written notice to CCC within 60 days of any voluntary or involuntary loss of control of any acreage under the CPC, including changes in a participant's ownership structure or corporate form. The notice must include the name of a new producer, and the new producer must be determined eligible by CCC and willing to accept the transfer of the contract's terms and conditions by completing Form NRCS-CPA-152 Conservation Program Contract Transfer Agreement. CCC will terminate the contract if timely notice is not provided, if an eligible producer is not identified in the notice, the new producer is not approved by CCC to accept the terms and conditions of the contract, or if CCC determines that the purposes of CSP cannot continue to be met. Practices or activities are not eligible for payment if implemented after the loss of control of land by the participant and prior to approval by CCC of the transfer of the contract to an eligible new producer;
- (8) Share responsibility for ensuring that Form NRCS-CPA-1155, Conservation Plan or Schedule of Operations, is accurate and complete. CCC has no authority to compensate Participants for conservation activities that are not identified in the Contract at the time of obligation;
- (9) Not undertake any action on land under the Participant's effective control which tends to defeat the purposes of the program, as determined by CCC;
- (10) Discontinue work or activity implementation and notify CCC immediately if during the construction of any conservation activity a previously unknown or unidentified endangered species, archeological, cultural, or historical site is encountered;
- (11) Provide records and receipts, as necessary, as proof of completion and payments, and to maintain documentation for three (3) years after the end of the Federal fiscal year in which the conservation activity was completed, and to present this documentation to CCC within 30 days if selected for

- administrative compliance check;
- (12) Allow access to the land under Contract to the CCC representative or their agent, including Technical Service Providers representing NRCS, for monitoring progress on this Contract;
  - (13) Supply records and information as required by CCC to determine compliance with the Contract and requirements of the program within 30 days of request;
  - (14) Accept applicable program contract and payment limits: The Participant, if a person or legal entity, hereby agrees that the total amount of all CSP payments received, directly or indirectly, do not in the aggregate exceed \$40,000 during any fiscal year and \$200,000 for all CSP Contracts entered into during fiscal years 2014 through 2018, excluding Indian tribes, regardless of the number of Contracts entered into under the CSP by the person or legal entity. Any CSP contract entered into with a person or legal entity will be limited to \$40,000 per fiscal year and \$200,000 over the term of the 5-year contract period. Any CSP contract entered into with a joint operation will be limited to \$80,000 per fiscal year and \$400,000 over the term of the 5-year contract period. Indian tribes are excluded from payment and contract limits. Payments received in excess of these limits are subject to refund to CCC.
  - (15) Notify CCC within 30 days or less as required, of Contract acres accepted for enrollment in the Conservation Reserve Program, Wetland Reserve Easement through the Agricultural Conservation Easement Program, or other Federal or State programs that offer greater natural resource protection in order to allow those acres to be removed from the Contract. Participants will not be subject to liquidated damages or refund of payments received for enrolling land in these programs. However, this action will require an evaluation to determine whether CSP requirements will continue to be met after removal of the acres from contract, and may warrant termination of the Contract.

#### **4 CONSERVATION PLAN**

By signing the Contract, the Participant agrees:

- (A) That the - NRCS-CPA-1155, Conservation Plan or Schedule of Operations, the Customer Service Toolkit Conservation Plan document, and all supporting job sheets and attachments including but not limited to the Conservation Performance Summary Report and Detail Report are hereby incorporated as a part of the Contract; and
- (B) To install, adopt, and maintain the conservation activities as identified and scheduled in the Contract as described above and in compliance with Paragraph 6 of this Appendix—Operation and Maintenance of Conservation Activities.



**5 PAYMENTS**

- A** Subject to the availability of funds, CCC will make payment at the rate specified in this Contract, with consideration to person or legal entity payment limits as described in 5B, after a determination by CCC that conservation activities have been installed and maintained in compliance with the conservation plan, and in accordance with appropriate NRCS standards and specifications or job sheets. In order to receive payment, the Participant, upon technical certification of the completed conservation activity, must execute and file with CCC a Form NRCS-CPA-1245, Practice Approval and Payment Application, and if requested, any applicable receipts, invoices or supporting documentation, as necessary. Except for reasons beyond the control of the Participant, failure of the Participant to certify completion of the system on Form NRCS-CPA-1245 during the contract period of performance will result in forfeiture of all rights to payment under this Contract.
- B** Contract obligation level is determined at the time of contract execution by CCC and verified at the time of payments. Person or legal entity or joint operation payment limitations are verified during the payment process. Payment amounts may change prior to payment approval to enforce the direct and indirect payment limitations in 3(14). Contract payment amounts will not increase after contract approval due to re-structuring of the agricultural operation, including but not limited to creating new joint operations that may assume Contract responsibilities.
- C** CCC will provide annual payments to compensate a Participant for installing and adopting additional conservation activities as scheduled in the conservation plan and for maintaining existing activities to at least the level of performance identified at the time the contract is executed by CCC. A Participant's annual payments will be determined by land use. CCC may provide a supplemental payment for adopting or improving a resource conserving crop rotation on cropland to a Participant receiving annual payments. Payments will be issued based on the unit rate and the land use documented on Form NRCS-CPA-1245, Form NRCS-CPA-1155, Plan/Schedule of Operations and Form NRCS-CPA-1156, Revision of Plan/Schedule of Operations or Modification of a Contract. CCC may make a minimum contract payment of \$1,500 to participants in any fiscal year that a contract's payment amount total is less than \$1,500. Minimum contract Payments will not be applied to a contract for newly acquired land that is part of an operation which is under an active CSP contract.
- D** All payments received as part of a Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that the Participant consult with a tax accountant or refer to IRS publication 225, Farmers Tax Guide or successor IRS publications.
- E** Payments will only be issued for installed or adopted conservation activities that are completed within the contract period of performance and meet or exceed the standards described in the NRCS Standards and Specifications or applicable job sheets, unless the Participant has entered into an Agreement Covering Non Compliance with Provisions of the Contract Form NRCS-CPA-153, which can provide the Participant up to one year of additional time to install or adopt the conservation activity, not to exceed five years from the contract execution by

CCC as indicated on the NRCS-CPA-1202 or NRCS-CPA-1156.

- F** Collection of amounts due from a Participant for improper payment or any other reason will follow procedures found at 7 CFR part 1403. CCC will notify the Participant and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the CCC beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.
- G** Any Participant that will receive any share of a payment made for the implementation of this Contract must be a signatory on the Contract and eligible for such payment. Any Participant on the Contract may approve payment applications for the Contract unless signatory is specifically not granted or assigned on the Contract form NRCS-CPA-1202 or NRCS-CPA-152.
- H** Any payment that has or will be received through another USDA program or from other sources must be disclosed to the NRCS Approving Official at the time a payment application, NRCS-CPA-1245, is submitted. CCC may reduce payments to account for the funds received from other sources in accordance with program requirements. CCC will delay CSP payment until confirmation is received that any CRP payments have ceased for those lands that are enrolled in CSP.
- I** If a Participant receiving a Contract payment is indebted to another Federal agency and the outstanding debt has been referred to the Treasury Offset Payment System, the Contract payment due the Participant will be reduced by Treasury for the amount owed to the U.S. Government. Though the Participant will not be notified by NRCS that a payment offset has occurred, CCC records will reflect full Contract payment to the Participant.
- J** Contract payment will not be delayed for activities completed while in non-compliance with the HELC-WC provisions for the purpose of circumventing the payment eligibility requirements set forth in 7 CFR part 12.

## **6 OPERATION AND MAINTENANCE OF CONSERVATION ACTIVITIES (O&M Agreement)**

- A** The Participant agrees to operate and maintain(O&M) all conservation activities included within this Contract for the practice lifespan as listed on Form NRCS-CPA-1155, Conservation Plan or Schedule of Operations, and any subsequent conservation activities resulting from revisions on Form NRCS-CPA-1156, Revision of Plan/Schedule of Operations or Modification of a Contract. This requirement also extends to those conservation activities installed before Contract execution, but included in the Contract because their maintenance is necessary to obtain the conservation performance level agreed upon in this Contract and reflected in the ranking process and the conservation performance summary report. The Participant will operate and maintain existing conservation activities to a least the level of conservation performance identified at the time of contract execution for the Contract period and operate and maintain additional activities which are installed and adopted over the term of the Contract.

- B** The term Operation and Maintenance (O&M) as used in the Contract includes:
- **Operation:** The administration, management, and performance of non-maintenance activities necessary to keep a conservation activity safe and functioning as planned;
  - **Maintenance:** The recurring activities necessary to retain or restore a conservation activity in a safe and functioning condition, including, but not limited to, the management of vegetation, the repair or replacement of failed components or conservation activity, the prevention or treatment of deterioration, and the repair of damages caused by vandalism or negligence, but excluding damage caused by a local, state or nationally recognized natural disaster;
  - **Repair:** The actions to return a deteriorated, damaged, abandoned, or failed conservation activity and/or component to an acceptable and functional condition; and
  - **Replacement:** The removal of a conservation activity or component and installation of a similar, functional conservation activity or component.
- C** The Participant is responsible for the O&M activities and acknowledges these activities may require labor, funds, and management in order to ensure the appropriate program purposes are met.
- D** The Participant's O&M responsibilities begin when the conservation activity installation is completed, as determined by NRCS, and shall continue through the end of the practice lifespan.
- E** The Participant acknowledges that the "practice lifespan" is the time period in which the conservation practices are to be used and maintained for their intended purposes as defined by NRCS technical references and documented on either Forms NRCS-CPA-1155 or NRCS-CPA-1156.
- F** Specific O&M requirements for conservation activities covered within this Contract are defined in the conservation practice standard and are documented within the conservation plan narrative, Contract provision, and/or job sheet.
- G** The Participant acknowledges that conservation activities installed before the Contract execution, but included in the Contract to obtain the environmental benefits agreed upon within the application ranking process and the conservation performance summary report, must be operated and maintained as specified in the Contract and within this paragraph.
- H** The Participant agrees to the O&M requirements as listed within this Paragraph (6) and failure to carry-out the terms and conditions listed may result in CCC termination of this Contract. (Refer to Paragraph 11 of this Appendix—Contract Termination).

## 7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved for the current year if CCC determines that any of the following conditions exist:

- (1) The landlord or operator has not given the tenants that have an interest in the agricultural operation covered by the Contract, or that have a lease that runs through the Contract term at the time of sign-up, an opportunity to participate in the benefits of the program.
- (2) The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded according to Paragraph 5F of this Appendix and no further payments shall be made.

## **8 MISREPRESENTATION AND SCHEME OR DEVICE**

- A** A Participant who is determined to have erroneously represented any fact affecting a determination with respect to this Contract and the regulations applicable to this Contract, adopted any scheme or device which tends to defeat the purposes of this Contract, or made any fraudulent representation with respect to this Contract, will not be entitled to payments or any other benefits made under this Contract. The Participant must refund to CCC all payments received plus interest. In addition, CCC will terminate the Participant's interest in all CSP contracts.
- B** CCC will charge interest on monies it determines to be due and owing to CCC under this Contract. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury.
- C** The provisions of this Paragraph of the Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

## **9 CHANGES TO TERMS AND CONDITIONS OF THIS CONTRACT**

- A** CCC may unilaterally cancel this Contract when the implemented conservation activity would cause adverse impacts to significant cultural and/or environmental resources unless CCC and the Participant modify this Contract to address such impacts.
- B** The Participant and CCC may modify this Contract by mutual agreement when:
- (1) Both the Participant and CCC agree to this modification;
  - (2) At the request of the Participant, and upon determination and approval of CCC the modification is in the public interest; and
  - (3) A transfer of this Contract occurs, provided CCC approval is obtained, and an eligible transferee accepts all terms and responsibilities under this Contract including operation and maintenance of those conservation activities already installed or to be installed and the contract payment amounts.

- (4) A partial land transfer will not be approved to avoid contract compliance or as a mechanism to avoid payment or contract limitations. By entering into a partial land transfer, the following requirements apply:
- The transferee and transferor are responsible for:
    - Maintaining and managing existing conservation activities on the land under their respective control as identified on the Detail Report and Conservation Performance Summary Report.
    - Installing the activities as scheduled in the Conservation Performance Summary Report on the land for which they have control.
  - The conservation stewardship plan and plan map along with the respective job sheets and state supplements, as applicable, are the supporting documents that will specify the extent, location, and criteria for all new conservation activities.
  - The existing and additional conservation performance levels at the time the original contract was obligated will be the basis for all future contract payments for the transferee and transferor, subject to payment limitations and availability of funds. The transferee or transferor may not make operational changes or adjustments to the schedule of operations under any circumstances. Both the transferor's and the transferee's contracts must remain intact for the remaining years of the contracts to ensure that the same environmental benefits are applied on the land as was originally contracted.
  - All program Terms and Conditions including the payment rates, in place at the time the original contract was obligated will apply to the transferee's contract.
- (5) CCC may approve limited changes to the land use during the term of the Contract provided:
- i the Participant requests CCC approval prior to implementing the change;
  - ii the change will not result in more than a cumulative total of 5 acres being removed from the Contract; or alternatively if land is converted to a less intensive land use, as determined by NRCS, subject to such limitations as NRCS may require; and
  - iii there is no increase in annual payment to the Participant. Depending upon the change and the impact upon stewardship levels, the annual payment may be reduced and NRCS may require repayment of prior payments associated with the change, including the payment of liquidated damages.

The Participant and CCC may agree to revise the schedule of operations to substitute enhancements scheduled for implementation, provided that such revisions are within the general scope of this Contract and the resulting conservation performance, by land use is equal to or greater than the conservation performance of the current contract. Any such changes that would cause an increase in the cost of performance of any part of the work under the Contract, the authorized CCC official will not make an adjustment in the total contract payment. Contract modifications will not increase the financial obligations or provide for payments over and above the amount as specified in the current contract including transfers to a successor in interest or transfer payment shares.

All modifications that require CCC approval must be approved in writing by the authorized CCC official and the Participant or an individual granted signature authority through a valid Power of Attorney filed in the local Service Center. Any Participant on the Contract may approve modifications for the Contract on behalf of all Participants unless such signature authority is specifically denied on the NRCS-CPA-1202.

## 10 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in this Contract. If the Participant does not agree to such corrections, CCC shall terminate the Contract.

## 11 CONTRACT TERMINATION

- A** If a Participant fails to carry-out the terms and conditions of this Contract, CCC may terminate this Contract. CCC may require the Participant to refund payments received under this Contract, or if not terminated, require the Participant to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Refunds shall be subject to the provisions in Paragraph 5F of this Appendix.
- B** The CCC may terminate this Contract, in whole or in part, without liability, if CCC determines that continued operation of this Contract will result in the violation of a statute or regulation, if CCC determines that termination would be in the public interest, or to remove contract acres enrolled in the Conservation Reserve Program, Wetland Reserve Program, or other Federal or State programs that offer greater natural resource protection.
- C** A Participant shall not be considered in violation of the Contract for failure to comply with the Contract due to circumstances beyond the control of the Participant, including a disaster or related condition, as determined by the CCC.
- D** The Contract terminates upon death of the Participant unless the Participant appointed an executor or other estate representative to act on the Participant's behalf. The designated representative must provide written notice within 60 days of the participant's death to CCC or the contract will be terminated. The notice must identify whether the estate will act on behalf of the participant in accordance with 7 CFR part 1400, or alternatively include the name of a new producer, and the new producer must be determined eligible by CCC and willing to assume the contract terms and conditions. The contract must be transferred to either the estate per 7 CFR part 1400 or to an alternative eligible new producer by completing Form NRCS-CPA-152 Conservation Program Transfer Agreement. The transfer agreement is not in effect until approved by CCC.
- E** In the case of Partial Land Transfers, the Transferor and Transferee(s) contracts will be evaluated based on their individual responsibilities specified in the supporting documentation listed in paragraph 9 B.

## 12 RECOVERY OF COST

- A** In the event a Participant violates the terms of this Contract, the Participant voluntarily terminates this Contract before any contractual payments have been

made, or this Contract is terminated with cause by CCC, the CCC will incur substantial costs in administering this Contract which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments as set forth in Paragraph 11 of this Appendix, the Participant agrees to pay at the time of termination liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the Participant in this Contract. This liquidated damages payment is for recovery of administrative and technical services and is not a penalty.

- B** The Participant may be required by the CCC to refund all or a portion of any assistance earned under the program if the Participant sells or loses control of the land under this Contract and the new owner or transferee is not eligible for the program, or refuses to assume responsibility under the Contract.

### **13 PERIOD OF PERFORMANCE**

- A** This Contract is effective when executed by the Participant and an authorized representative of CCC and shall have a term not to exceed 5 years from the date of Contract execution as indicated on the NRCS-CPA-1202 or NRCS-CPA-1156. Except as otherwise provided for herein, this Contract may not be terminated or modified unless by mutual agreement between the parties. Within the dates established by CCC, this Contract must be signed by all required Participants. In the event that a statute is enacted during the period of this Contract which would materially change the terms and conditions of this Contract, the CCC may require the Participant to elect between modifying this Contract consistent with the provisions of such statute or Contract termination.
- B** The Contract renewal period of performance starts the day after the initial contract's expiration date.

### **14 GENERAL TERMS**

- A** The regulations in 7 CFR part 1470, and any other applicable regulations are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B** This Contract shall be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Contract and questions as to the validity of any of its specific provisions shall be resolved in favor of CCC so as to give maximum effect to the conservation purposes of this Contract.
- C** NRCS is administering this Contract on behalf of the CCC. Therefore, where this Contract refers to "CCC", NRCS may act on its behalf for the purposes of administering this Contract. When the term "Participant" is used in this Contract, it shall be construed to mean all Participants signing this Contract. Likewise, when the term "Applicant" is used in this Contract, it means all Applicants signing the program application.
- D** Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions (2 CFR part 417 and 2 CFR part 180, as applicable).

- (1) The Participant certifies to the best of the Participant's knowledge and belief, that the Participant and his or her principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in Paragraph 14D(1)(b) of this certification; and
  - (d) Have not within the three-year period preceding this agreement had one or more public contracts (Federal, State or local) terminated for cause or default.
- (2) If the Participant is unable to certify to any of the statements set forth in paragraph 14D (1), the Participant shall attach an explanation to this agreement. The Participant must notify CCC immediately if the circumstances supporting certification of any such statements change during the term of the Contract or the Participant may incur additional liability or penalties in accordance with applicable law.

This Contract is a financial assistance agreement, not a procurement contract. As such, it is **not subject to 5 CFR part 1315, Prompt Payment Act** and is governed by the terms set forth herein.

**E** The terms "Socially Disadvantaged", "Limited Resource Farmer or Rancher", "Beginning Farmer or Rancher", and "Veteran Farmer or Rancher" are defined in NRCS-CPA-1200-CPC and are incorporated herein.

**F** "Indian Tribe" means any Indian Tribe, band, nation, pueblo, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.) which is recognized as eligible for special programs and services provided by the United States to Indians because of their status as Indians.

Note: "Indian tribes recognized as eligible to receive services by the United States Bureau of Indian Affairs" is available through the United States Bureau of Indian Affairs.

**G** The term "Agricultural Operation" as used in this Appendix includes the Nonindustrial Private Forest Land component of the operation.

**H** The term "conservation activities" as used in the Appendix means conservation



systems, enhancements, enhancement bundles, conservation practices, or management measures needed to address a resource concern or improve environmental quality through the treatment of natural resources.

- I** The term “Participant” as used in this Appendix means a person, legal entity, joint operation, or Indian tribe that is a producer who has applied for participation in the program, has been selected as eligible for participation, and who has entered into this Contract as responsible for implementing its terms and conditions.
- J** At the end of the initial 5-year contract period, NRCS may allow the producer to renew the contract in accordance with applicable program requirements at the time of contract renewal.

## **15 RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF**

- A** The Participant may appeal an adverse decision under this Contract in accordance with the appeal procedures set forth at 7 CFR part 11, Subpart A, and part 614. Pending the resolution of an appeal, no payments shall be made under this Contract. Before a Participant seeks judicial review, the Participant must exhaust all appeal rights granted within these regulations.
- B** The Participant may also request equitable relief as provided under 7 U.S.C. 7996 and 7 CFR part 635.

## **16 EXAMINATION OF RECORDS**

- A** The Participant agrees to give the CCC, the Office of the Inspector General or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract. The Participant agrees to retain all records related to this Contract for a period of three (3) years after completion of the terms of this Contract in accordance with the applicable Office of Management and Budget circular.
- B** The Participant authorizes CCC to obtain tax data from the Internal Revenue Service (IRS) for Adjusted Gross Income compliance verification purposes and the Participant will take all necessary actions required by the terms and conditions of the IRS disclosure laws so that CCC can obtain such data.

## **17 DRUG-FREE WORKPLACE (2 CFR part 182 and 2 CFR part 421)**

By signing this Contract, the Participant certifies that the Participant will comply with the requirements of 2 CFR part 182 and 2 CFR 421. If it is later determined that the Participant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 2 CFR part 182 and 2 CFR 421,) CCC, in addition to any other remedies available to CCC under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

## **18 CERTIFICATION REGARDING LOBBYING (2 CFR part 418) (Applicable if this agreement exceeds \$100,000)**

The Participant certifies, to the best of the Participant’s knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any agreement; Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) The Participant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**19 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (See 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards)**

- A** As a condition of this Contract, the Participant certifies and assures that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, which are hereby incorporated into this Contract by reference, and such other regulatory and statutory provisions as are specifically set forth herein.
- B** Without limiting the general applicability of Paragraph 19A, the Participant, if it is a non-profit, further agrees to comply with the provisions specific to non-profit organizations.

**20 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO REQUIREMENTS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT IMPLEMENTATION (See 2 CFR part 25 and 2 CFR Part 170)**

- A** As a condition of this Contract, the Participant certifies and assures that, if it is an entity, that it is in compliance with and will comply in the course of the agreement with all requirements for entities, with some specific exceptions, to have Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the System for Award Management (SAM) as set out in Appendix A to Part 25 or any successor Federal contractor registration database.
- B** As a condition of this Contract, the Participant certifies and assures that if it is an entity, that it is in compliance with and will comply in the course of the agreement with all requirements for entities, with some exception to report first-tier sub awards to an entity and executive salary compensation as set out in Appendix A to Part 170.

The following Participants by entering their signature acknowledge receipt of this Form NRCS-CPA-1202-CPC (Appendix) and agree to its terms and conditions thereof. Landowners may sign this contract agreeing to the installation of a structural or vegetative practice. Further, if the undersigned are succeeding to an existing Contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would, maintain or create an interest in the property for any previous Participant on this Contract for that property, or to receive payments under the contracts. By signing this document you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by Participants by signing this Appendix may subject the Participants to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided.

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