MONTANA ADDENDA TO THE APPENDIX TO FORM CCC-1202 CONSERVATION PROGRAM CONTRACT FOR THE ENVIRONMENTAL QUALITY INCENTIVES PROGRAM

1 PURPOSE OF THIS DOCUMENT

- A Henceforth, this MT-LTP-4 document, entitled "Montana Addenda to the Appendix to Form CCC-1202 Conservation Program Contract for the Environmental Quality Incentives Program," will be referred to as the "MT-LTP-4."
- B The purpose of this MT-LTP-4 is to clarify Environmental Quality Incentives Program (EQIP) policies regarding water conservation for producers who participate in an EQIP contract containing cost-share related to, or for, irrigation systems and to insure that participants in EQIP contracts agree to these terms. All EQIP contracts for irrigation systems for either group or individual projects must provide a net water savings to groundwater and/or surface water.
- C This MT-LTP-4 is associated with the following Environmental Quality Incentives Program (EQIP) contract:

Participant (if different than Contract Name):	
Contract Name:	
Contract County & Fund Code:	
Contract Number:	

- **D** By signing this MT-LTP-4 the participant agrees to all terms and conditions set forth in this MT-LTP-4 as well as the associated EQIP contract, which consists of the CCC-1202, the Appendix to Form CCC-1202, and the EQIP contract support documents.
- **E** By signing this MT-LTP-4 the participant agrees that this MT-LTP-4 becomes a part of the EOIP contract listed above.

2 AGREEMENTS BY THE PARTICIPANT FOR IRRIGATION PROJECTS IN THE ENVIRONMENTAL QUALITY INCENTIVES PROGRAM (EQIP)

- A The participant agrees to leave all water saved through irrigation improvements cost-shared through the associated EQIP contract in the water source from which the irrigation water was withdrawn, including water in all ground water and surface water sources. This means that for the NRCS-designated lifespan of the practice the participant can only withdraw the allotted irrigation volume *minus* the amount saved by the EQIP irrigation improvements and that the saved water cannot be used elsewhere on land controlled by the participant.
- **B** Leaving all water saved through the associated EQIP contract in the water source from which the irrigation water is withdrawn does not represent intent by the

participant to wholly or partially abandon his or her water right or to not comply with the terms and conditions attached to the water right. The period of nonuse that occurs for part or all of the water right as a result of this EQIP contract may not create or be added to any previous period of nonuse to create a prima facie presumption of abandonment. Mont. Code Ann. § 85-2-404(3) (a) and (b) (2003).

- C The participant agrees not to use any associated water savings from this EQIP contract to bring new land under irrigation production, other than incidental land needed for efficient operations. 7 CFR Part 1466.20 (b)(2)(i) "New land" is defined as "land that does not meet the current irrigation history requirement of being irrigated two (2) years out of the previous five (5) years as of the date of the application or land that is not owned or controlled by the participant as of the date of the application." 7 CFR 1466.10 (c)
- D The participant understands that whether land meets the irrigation history requirement is determined as of the date of the EQIP application. If land does not meet the irrigation history requirement on the application date, irrigation of the land at a later date will not qualify it to meet these requirements and that land cannot be irrigated with practices or systems associated with this EQIP contract for the NRCS-designated life of the practice.

For example, a participant irrigates adjacent land that did not meet the irrigation history requirement as of the date of the application for two years with a system other than that funded by the associated EQIP contract and then decides to use the water associated with the EQIP contract on the adjacent land. The adjacent land will still not meet the irrigation history requirement and the participant cannot use the installed EQIP practices on the adjacent land. The participant would be in violation of the EQIP contract and would be subject to the penalties described elsewhere in the EQIP contract and appendices. Other situations may exist that would be an improper interpretation of the current irrigation history requirement. For more specific information the participant is advised to consult with NRCS before making any decisions that use the EQIP installed practices.

- The participant agrees that this section, Section 2, also applies to water savings created from irrigation conveyance system improvements pursuant to an EQIP contract and agrees to leave all water saved through irrigation conveyance system improvements in the water source from which the irrigation water was withdrawn. However, if the participant owns additional land that meets both the irrigation history requirement explained above and the requirement that the land be participant owned on the date of the application, but the additional land is not included in the EQIP contract, the participant can use the improved irrigation conveyance to irrigate that additional land provided that design capacities of the system are not exceeded. The participant agrees to never use the irrigation conveyance system improvements funded through the EQIP to convey irrigation water to "new land," as defined in Section 2(C) above.
- F The participant understands the EQIP policy that all practices installed through this contract must be maintained and operated for the lifespan of the practice even if the land is sold. Consistent with this policy, the participant agrees to

reimburse NRCS for all practices installed through the EQIP contract if the participant sells the land at any time during the life of the practice and the new landowner does not agree in writing to operate and maintain the EQIP practices for the remainder of the NRCS-designated lifespan.

Participant Signature	Date	
Participant Signature	Date	

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