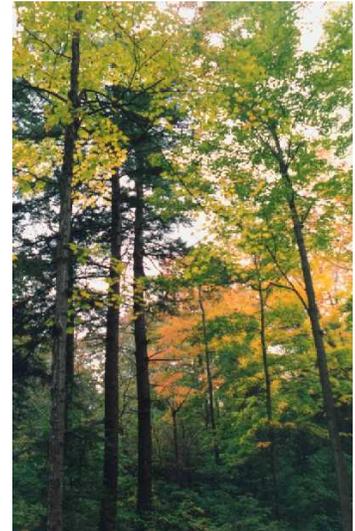


Conservation Stewardship Program (2014 signup) **Producer Workbook** (12/9/2013)

Documents in this Workbook:

Fact Sheet
Payment for Performance
Producer Self-Screening Checklist
Statement of Control of Land for Rented/Leased Land (example)
Statement of Non-Control of Rented/Leased Land (example)
CMT Guide
CMT Questions
Conservation Activity List
Priority Resource Concerns
Appendix to Form NRCS-CPA-1202
Conservation Program Application (NRCS-CPA-1200)

Additional information is available on the Wisconsin NRCS website:
<http://www.wi.nrcs.usda.gov/programs/esp/cstp.html>



Application Process:

- Step 1: Review the factsheet and payment information sheet, and complete the self-screening checklist.
- Step 2: If you would like to apply for the program, collect the eligibility information requested by the self-screening checklist from FSA, or if your eligibility records are not established or up-to-date: establish or update your records at FSA.
- Step 3: At your local NRCS office, sign an application and schedule an appointment to complete the Conservation Measurement Tool (CMT). If your FSA farm records are up-to-date, bring the records listed in the “Self Screening Checklist” to the NRCS office.
- Step 4: Before your CMT appointment, complete the CMT questions to the best of your ability using the other Workbook information as reference.
- Step 5: At your CMT appointment, your CMT answers will be finalized and you will select the additional activities that you would agree to perform as identified in a contract.
- Step 6: Applications will then be ranked. For those applications initially selected for funding based on ranking score, an on-site field verification will be performed to review records and documentation to validate the CMT. Upon validation of the CMT, the final contract documents would be developed for signature.

Fact Sheet: Conservation Stewardship Program

December 2011

Overview

The Conservation Stewardship Program (CSP) is a voluntary program that encourages agricultural and forestry producers to address resource concerns by (1) undertaking additional conservation activities and (2) improving and maintaining existing conservation systems. CSP provides financial and technical assistance to help land stewards conserve and enhance soil, water, air, and related natural resources on their land.

Eligibility

CSP is available to all producers, regardless of operation size or crops produced, in all 50 States, the District of Columbia, and the Caribbean and Pacific Island areas.

Eligible lands include cropland, grassland, prairie land, improved pastureland, rangeland, nonindustrial private forest land, and agricultural land under the jurisdiction of an Indian tribe.

Applicants may include individuals, legal entities, joint operations, or Indian tribes. They must:

Applicants must:

- Be the operator of record in the USDA farm records management system for the eligible land being offered for enrollment;
- Have effective control of the land for the term of the proposed contract;
- Be in compliance with the highly erodible land and wetland conservation provisions of 7 Code of Federal

- Regulations (CFR) part 12 and adjusted gross income provisions of 7 CFR part 1400.
- Include the eligible land in their entire agricultural or forestry operation.

Benefits to Participants

CSP pays participants for conservation performance—the higher the performance, the higher the payment. It provides two possible types of payments. An annual payment is available for installing new conservation activities and maintaining existing practices. A supplemental payment is available to participants who also adopt a resource conserving crop rotation.

Through five-year contracts, NRCS makes payments as soon as practical after October 1 of each fiscal year for contract activities installed and maintained in the previous year.

Payment Limit. A person or legal entity may have more than one CSP contract but, for all CSP contracts combined, may not receive more than \$40,000 in any year or more than \$200,000 during any five-year period.

Contract Limit. The contract limit is the same as the payment limit except in the case of joint operations, for which the contract limit is \$80,000 per fiscal year and \$400,000 over the term of the contract period.

Helping People Help the Land

An Equal Opportunity Provider and Employer



Payment limits and contract limits do not apply in the case of federally recognized Indian tribes or Alaska Native corporations.

How CSP Works

NRCS makes CSP available on a nationwide basis through continuous sign-up, with announced cut-off dates for ranking and funding applications. CSP addresses seven resource concerns (soil quality, soil erosion, water quality, water quantity, air quality, plant resources, and animal resources) as well as energy. Each NRCS State Conservationist, in consultation with the State Technical Committee and local working groups, focuses the program on three to five priority resource concerns for their State.

Applications are evaluated and ranked relative to other applications that address similar resource concerns in the State. In the ranking process, producers get credit both for conservation measures they have already implemented and for new measures they agree to add. Agricultural land and nonindustrial private forest land applications are ranked separately.

Potential applicants are encouraged to determine whether CSP is the right program for them by completing the self-screening checklist and downloading the CSP Conservation Activity List to identify new conservation activities they might install. Because some conservation enhancements work better when implemented as a group, the activity list identifies enhancement “bundles” that receive both higher rankings and higher payments. Both the checklist and the activity are available at <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/csp>.

If an applicant is preapproved for funding, NRCS requests the applicant’s conservation activity records and conducts on-site field verification to ensure that the information provided is accurate. Once the information is verified, NRCS and the applicant proceed to develop the contract.

More Information

For more information and updates about the Farm Bill, visit www.usda.gov/farbill, or the NRCS Web site at <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/farbill>; for more information on CSP, visit <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/csp>

***Payment for Performance:
 Conservation Stewardship Program***

November 21, 2013

The Conservation Stewardship Program (CSP) presents a significant shift in how NRCS provides conservation program payments. Instead of using the traditional compensation model that pays a per-acre rental rate or a percentage of the estimated cost of installing a practice, CSP pays for conservation performance — the higher the performance, the higher the payment.

Annual Payments

Under CSP, participants receive annual land use payments for operational level environmental benefits they produce. A split payment structure provides separate annual payments for conservation activities being added (additional activities) and those already in place (existing activities). Additionally, a participant must install additional activities on a land use in order for that land use to earn annual payments.

A CSP participant’s annual land use payments for both additional and existing activities are calculated as:

$$\text{Annual Land Use Payments} = \text{Land Use Acres} \times \text{Performance Points (additional or existing)} \times \text{Land Use Payment Rate}$$

Supplemental Payment

A supplemental payment is available to participants earning an annual payment who also agree to adopt a resource-conserving crop rotation on cropland. To determine the supplemental payment rate, NRCS technology specialists identified representative resource-conserving crop rotations and associated yields, and then collected cost information to compare net-returns under "conventional" and "resource-conserving" crop rotations. The supplemental payment rate is based on the differences in crop production costs between conventional and resource-conserving crop rotations.

2014 CSP Payment Rates Annual Payments

Landuse	Additional Activity Payment Rate	Existing Activity Payment Rate
Cropland	\$0.4990/point	\$0.0432/point
Pastured Cropland	\$0.2376/point	\$0.0508/point
Pasture	\$0.2376/point	\$0.0324/point
Range	\$0.1588/point	\$0.0108/point
Forest	\$0.1858/point	\$0.0173/point

Supplemental Payment

Resource-Conservation Crop Rotation - \$12.00/acre

WISCONSIN Conservation Stewardship Program (CSP)

RECOGNIZING EXCELLENT STEWARDS – DELIVERING VALUABLE NEW CONSERVATION

CSP encourages agricultural and forest producers to undertake additional conservation activities and improve, maintain, and manage existing conservation activities.

CSP is available nationwide and applications are accepted on a continuous basis throughout the year.

Producer Self-Screening Checklist (2014 Signup)

Is CSP right for you?

- Are you willing to commit time to inventory and document your conservation activities and production system to determine eligibility and ranking?
- Do you have records (*such as nutrient management, pest management, pasture management, grazing management, forest management, irrigated water management, waste utilization*) of your farming activities and are you willing to continue maintaining records to document your conservation activities? Records will be used during NRCS field visits to verify accuracy of application information before contracts are approved.
- Are you ready to enter into a 5 year contract requiring you to apply additional conservation activities and to improve, maintain, and manage existing conservation activities?

If you checked (i.e. answered “yes”) all 3 of these questions, please continue to complete the CSP Self-Screening Checklist on the following pages.

To participate in CSP, a producer must meet:

- **Applicant Eligibility**
- **Land Eligibility**
- **Stewardship Threshold**

Applicant Eligibility Requirements *(all requirements must be met by the close of the evaluation period)*

To be an eligible applicant for the program, prior to the close of the evaluation period, a producer must:

- Be the operator of record in the Farm Service Agency (FSA) record system for the agricultural operation being offered for enrollment in the program. An exception request may be submitted if FSA is unable to update your records.
- Have documented control of the land for the term of the contract (5 years).
- Be in compliance with highly erodible land and wetland conservation provisions.
- Be in compliance with average adjusted gross income provisions. If the average adjusted gross nonfarm income is greater than \$1 million, the person or legal entity is not eligible unless 2/3 or more of the average adjusted gross income is attributable to farming activities.

Land Eligibility Requirements *(all requirements must be met)*

- Private/Tribal agricultural land or nonindustrial private forest land:
 - Must include the entire agricultural operation (land for which you are the operator in FSA farm records management system). *Rented land for which land control documentation cannot be obtained for the term of the contract (i.e. 5 years) will be excluded from the application.*
 - Applicant elects whether to include the nonindustrial private forest land component.
 - Land ineligible for CSP includes land enrolled in CRP, WRP, GRP, Conservation Security Program, public land, and land used for crop production not planted or considered planted 4 of 6 years prior to June 2008.

Stewardship Threshold Requirements

If you can check two or more of the statements for each land use you have, you may be a good candidate for CSP.

Cropland:

- Fields are managed with few signs of erosion or soil being carried to field edges or water bodies.
- Crop residues remain on fields after harvest, or cover crops are planted.
- Grass or woody buffer areas intercept field runoff prior to entering streams, ditches, lakes, etc.
- Nutrients are applied according to Wisconsin university recommendations.
- Areas on your farm are actively managed for wildlife habitat (such as food plots, den trees, protecting nesting season).
- If you irrigate your cropland, water application is scheduled based on soil moisture monitoring and/or evapotranspiration monitoring.

Pastureland:

- Pastures show few signs of erosion from livestock trails, feeding areas and watering areas.
- There is a healthy stand of grass and enough forage for your livestock.
- Livestock access to streams, ponds and lakes, is managed.
- Pastures or areas adjacent to your pastures are actively managed for wildlife habitat.
- If you irrigate your pastureland, water application is scheduled based on soil moisture monitoring and/or evapotranspiration monitoring.

Nonindustrial Private Forest Land:

Nonindustrial private forest land” is rural land with existing tree cover or is suitable for growing trees. Applicants elect whether or not to submit nonindustrial private forest land for funding consideration. Nonindustrial private forest land will be ranked separately for funding approval against other nonindustrial private forestland.

- Forest/woodland is “green certified” by one of the following recognized programs: Tree Farm System, Green Tag, Smart Wood, Forest Stewardship Council, or Sustainable Forestry Initiative.
- One or more improvements have been made to your forest/woodland in the past 10 years according to a written forest management or stewardship plan that was prepared with assistance from a certified/licensed natural resource professional. Examples of improvements may include prescribe thinning, tree planting, establishing a firebreak, etc.
- There is no apparent erosion on harvested or burned areas, roads, skid trails and landings.
- Native trees are appropriately stocked on the property (except temporarily for areas being reforested) and wildfire risk (in wildfire-prone areas) is minimized by strategically placed narrow firebreaks and wider fuel breaks (which may include roads, streams, riparian areas, and other areas managed to slow fire spread).

Payments

Payments will be made for your operation’s conservation performance estimated by the Conservation Measurement Tool (CMT). Your conservation performance is unique for your operation based on your existing and proposed conservation activities.

The greater your operation’s performance, the higher your payment.

Payment types:

- Annual payments for additional and existing conservation performance estimated by the CMT by land use and;
- Supplemental payment for the adoption of a resource conserving crop rotation applicable only to cropland.

The national average payment rate is approximately \$18/acre. Payments are made on an annual basis following implementation of scheduled activities in the contract. Payments are subject to availability of annually appropriated funds.

If you think you meet applicant, land, and stewardship eligibility, and are interested in CSP; contact your local NRCS office for the next step in the application process:

Update your Farm Records with FSA

If your FSA records are not established or up-to-date, you must establish or update your records at the local FSA office prior to submission of an application.

Complete a CSP Application Form

- NRCS-CPA-1200 completed and signed. The application form is available on-line at <http://www.wi.nrcs.usda.gov/programs/csp/cstp.html>, or you may obtain a copy at your local [NRCS field office](#).

Please note that an application can be submitted by a producer to NRCS at anytime during the year. All applications submitted by a nationally announced ranking cut-off date will be considered for funding for that year.

Provide the Following Documentation to NRCS for Your Application

1. Land Control Documentation –

- Owner/Operator: FSA Producer Farm Data Report (current year) showing the applicant as the owner/operator of the tract(s).
- Operator (rented land): FSA Producer Farm Data Report (current year) showing the applicant as the operator, **and** documentation of land control or non-control for all tracts listed on the report. Acceptable control of land documentation may include a signed lease or signed land control documentation for the time period of the CSP contract (5 years).

2. Delineation of Agricultural Operation –

- FSA CLU map(s) with aerial photo background and correct field boundary delineations and acres identified. If your agricultural operation or the field boundaries are not delineated correctly on the FSA CLU Maps, you shall need to request FSA to make the needed corrections/updates.

3. Crop History Report –

- For operators who do not control all of the cropland fields and/or pastureland on a given rented tract, a copy of the most current FSA crop report for the tract must be provided to NRCS. This documentation is needed to confirm which specific fields you operate on a rented tract.

If you are not currently eligible for CSP, NRCS can assist you with your conservation needs.

Contact your local NRCS office or visit our Web site at <http://www.wi.nrcs.usda.gov/>.

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, 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).

Statement of Control of Land for Rented/Leased Land (Wisconsin example)

FSA Farm #: _____

FSA Tract #: _____

I _____ certify that I will rent all or part of my
(print **landowner's** name)

Check the appropriate land use(s)

- Cropland
- Pastureland
- Forestland
- Other: _____

to _____
(print **operator's** name)

This agreement runs from calendar year **2014** thru **2018**.

For the USDA NRCS CSP Program (only):

Does the operator have management control of the following areas on the farm/tract: field borders, filter strips, buffers, odd areas, windbreaks, wetlands, brushy draws, hedgerows, seeps, shallow water areas, riparian areas, vegetated ditches, CRP land, native vegetated communities, center pivot corners or other similar areas?

Note: For CSP eligibility purposes the operator is NOT required to have management control of the above listed areas.

If the operator does have management control of the above listed areas, this is documented by the landowner's signature in this box:

Landowner's signature Date

Landowner's signature Date

For EQIP/WHIP Structural Conservation Practices:

- Yes No Does the operator have permission to install a structural conservation practice on the farm/tract number(s) which are listed above? *Some examples of structural conservation practices include Grassed Waterway, Fence, Waste Storage Facility, etc.*

If the land is owned by more than one owner or Entity, and only one landowner is signing this document, by signing this document (I/we) certify that (I/we) have the appropriate authority to sign for the land that will participate in the USDA program(s).

Landowner's signature Date

Landowner's signature Date

Operator's signature Date

Conservation Stewardship Program
Statement of NON-CONTROL of Rented/Leased Land
(Wisconsin example)

One of the requirements of the USDA NRCS Conservation Stewardship Program is that all eligible land on an applicant's agricultural operation must be included in the application submission.

Applicants must demonstrate control land for the duration of the CSP contract period (i.e. 5 years).

The purpose of this form is to document the exclusion of rented/leased land from a CSP application as a result of the applicant's inability to obtain the required 5 year control of land documentation.

I certify that I am unable to obtain control of land documentation (i.e. lease, statements of control, etc), for the farm(s)/tract(s) identified below for the CSP contract period (i.e. 5 years).

FSA Farm #	FSA Tract #(s)

Operator's certification: I certify that the above information is true and correct.

CSP Applicant Printed Name *Signature of Applicant Date

*Note: If the CSP applicant is an entity, the signature for the entity shall follow NRCS signature policy requirement (example: Sunny Dairy Farms by John Doe, president).

Conservation Stewardship Program

Conservation Measurement Tool (CMT) Guide

Read through the Conservation Measure Tool (CMT) questions and answer the questions as they pertain to your operation. If you are unsure how to answer a specific question, answer the question to the best of your ability and make an appropriate note. When you come in for your appointment, a local NRCS conservationist will review your answers with you.

For **Forestland** complete the following documents:

“Forestland – Operation Data”

“Forestland – General Inventory”

“Forestland – Existing Activity Conservation Performance”

Applicants shall be required to provide written records or documentation to validate the CMT answers. NRCS staff will conduct an on-site field verification to review the records and written documentation and to inspect the land uses.

Conservation Activity List:

Once you have completed the Conservation Measurement Tool, read through the “*Conservation Activity List*” and identify which enhancements or practices you may be interested in. Job Sheets for each enhancement are available on the Wisconsin NRCS website:

<http://www.wi.nrcs.usda.gov/programs/csp/cstp.html>

Land Use Definition:

Non-Industrial Private Forestland: Nonindustrial private forest land is defined as rural land that has existing tree cover or is suitable for growing trees, and is owned by an individual, group, association, corporation, Indian tribe, or other private legal entity that has definitive decision making authority over the land. NIPF is rural land cover/use category that is at least 10 percent stocked by single-stemmed woody species of any size that will be at least 13 feet tall at maturity. Also included is land having evidence of natural regeneration of tree cover that is not currently developed for non-forest use. Ten percent stocked, when viewed from a vertical direction, equates to an aerial canopy cover of leaves and branches of 25 percent or greater”.

Conservation Measurement Tool (CMT) Forestland Operation Data FY 2014-1

Applicant _____

Date _____

Question #	FORESTLAND OPERATION DATA	Response	WI Guidance
1	Conifer Acres		
	a. Acres in a forestry management plan or similar scheduled to be thinned within next 3 years		If management plan identifies conifer areas to be thinned in next 3 years, then enter acreage amount. If no management plan exists or management plan does not identify conifer acreage to be thinned in next 3 years, then answer as "0".
	b. Acres in a forestry management plan or similar scheduled to be burned within next 3 years		If management plan identifies conifer areas to be burned in next 3 years, then enter acreage. If no management plan exists or management plan does not identify conifer acreage to be burned in next 3 years, then answer as "0".
	c. Total conifer acres		Enter the total acres that will be included in the application/contract that are dominated by Conifers.
2	Hardwood acres		
	a. Acres in a forestry management plan or similar scheduled to be thinned within next 3 years		If management plan identifies hardwood areas to be thinned in next 3 years, then enter acreage. If no management plan exists or management plan does not identify hardwood acreage to be thinned in next 3 years, then answer as "0".
	b. Total hardwood acres		Enter the total acres that will be included in the application/contract that are dominated by Hardwoods.
3	Mixed acres		
	a. Acres in a forestry management plan or similar scheduled to be thinned within next 3 years		If management plan identifies mixed forestland (i.e. conifer/hardwood mix) areas to be thinned in next 3 years, then enter acreage. If no management plan exists or management plan does not identify mixed forestland (i.e. conifer/hardwood mix) acreage to be thinned in next 3 years, then answer as "0".

b. Acres in a forestry management plan or similar scheduled to be burned within next 3 years		If management plan identifies mixed forestland (i.e. conifer/hardwood mix) areas to be burned in next 3 years, then enter acreage. If no management plan exists or management plan does not identify mixed forestland (i.e. conifer/hardwood mix) acreage to be burned in next 3 years, then answer as "0".
c. Total mixed acres		Enter the total acres that will be included in the application/contract that are dominated by Mixed Acres (i.e. Hardwood/Conifer mix).

Total forestland acres (This is the sum of 1c, 2b and 3c)		Add 1c, 2b, and 3c
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4	Selected forestland amounts		Responses to the questions below may potentially be required; dependent upon the activities (i.e. enhancements/practices) selected for inclusion in the application/contract.
	Linear feet of existing riparian forest buffer(s) (count both sides if controlled)		
	Number of existing water facilities (do not include facilities on "other lands")		
	Linear feet of ALL existing permanent fence on the land use		
	Acres used to graze livestock		
	Acres in a transition to organic system		
	Acres of a pilot project that meet the State defined criteria		Not Applicable.
	Acres of a research and demonstration project that meet the State defined criteria		Not Applicable.
	Acres of critical area planting needed to address a resource concern		
	Linear feet of fence needed to address a resource concern		
	Acres of fuelbreak needed to address a resource concern		
	Linear feet of firebreak needed to address a resource concern		
	Acres recommended for slash treatment in a forestry management plan or similar		
	Acres recommended for tree/shrub establishment in a forestry management plan or similar		
	Number of watering facilities needed to address a resource concern		

Linear feet of road/trails/landings needing closure		
Acres of forest trails/landings needed to address a resource concern (for linear features assume a 15 ft width * length)		

Conservation Measurement Tool (CMT) Inventory Questions FY 2014-1

Applicant _____

Date _____

For Forestland applications answer the Forestland - General Inventory questions below with a Yes or No in the Response Box. Applicant should be prepared to provide documentation/records to support answers.

QUESTION #	FORESTLAND-GENERAL	Response (Yes/No)	WI Guidance
1	Do you have unpaved farm roads used by farm vehicles (does not include unpaved county roads or other unpaved public roads) or other unpaved areas such as feedlots or material handling areas that frequently result in significant dust generation, reducing visibility along the road or over the unpaved area for extended periods?		Generally will not apply in Wisconsin. Typically applies to large scale agricultural operations that involve frequent travel over unpaved roads during dry conditions. Most farm roads would not generate excess dust except for short durations during harvesting and/or planting operations. Answer "yes" if you have an operation that generates significant amounts of dust for extended periods (more than 6 hours/day for at least 90 days/year).
	If yes, check any of the following methods you regularly use to control dust.		
	Regularly spraying water to reduce the dust		
	Apply biodegradable oils to reduce the dust		
	Gravel surfacing		
	Apply other environmentally benign dust control chemicals		
	None of the above		
2	Identify each energy conservation reduction method used on your farm:		Count only methods used for the farm operation (barn, milkhouse, shop, farm equipment), not the dwelling or vehicles for personal use.
	<p>Have you replaced electric motors or engines on your farm with high efficiency models in the last 3 years? A "yes" answer considers the following:</p> <ul style="list-style-type: none"> • The motors should be labeled as "premium", which means they are more efficient than the current DOE standard. • Considers only electric motors that are used for major activities on the farm such as pumps to move water or waste, ventilation fans, etc. • Refer to the ANSI/ASABE S612 Performing On-Farm Energy Audits for a list of "major activities". 		NEMA (National Electrical Manufacturers Association) efficiency rating and "premium" label is traditionally stamped on the motor. Major activities associated with agricultural production which utilize significant amounts of energy including ventilation, refrigeration, pumps for water or waste, milk harvesting, heating, cooling, drying, irrigation. If the NEMA trademark is not present, single phase motors with an efficiency ratings of 82 or above; and for all other motors an efficiency rating 84 or above, as certified by the manufacture, shall be considered to be "premium".

<p>Do you use alternative energy sources (solar, wind, biofuels, green energy) to replace fossil fuel energy uses on your farm? A “yes” answer considers the following examples:</p> <ul style="list-style-type: none"> • Wind or solar powered pumps • Solar powered electric fencing • Any biofuel blend 		<p>Includes wind or solar powered pumps, solar powered electric fencing, solar panels, wind turbines, biofuel blends exceeding E10, any biodiesel, purchase of green energy from a utility provider.</p>
<p>Have you improved the efficiency of heating, cooling or drying operations on your farm in the last 3 years? A “yes” answer considers the following:</p> <ul style="list-style-type: none"> • Evaluation is conducted on how energy efficient a particular grain drying system is rather than a comparison of one system versus another. • Refer to the decision tree to determine if an applicant has an energy efficient grain drying system. 		<p>N/A for Forestland.</p>
<p>Have you conducted an energy audit on your farm and are now implementing the energy audit actions? A “yes” answer considers the energy audit complies with ANSI/ASABE S612 Performing On- Farm Energy Audits.</p>		<p>Energy audits should comply with ANSI/ASABE S612: <i>"Performing On-Farm Energy Audits"</i>. Should be able to provide documentation, if requested. Must be completed by "Focus on Energy" or other recognized professional. Need to be implementing at least one recommendation from the report.</p>
<p>Have you performed a pumping plant evaluation during the last 3 years and implemented the recommendations? A “yes” answer considers the following: High efficiency pumping plants installed within last 3 years or recognized through pumping plant evaluation, include those using solar or other renewable energy sources. Pumping plants should include:</p> <ul style="list-style-type: none"> • a Tier III or Tier IV diesel motor, • using a variable frequency drive and/or • have had a pumping plant evaluation and implemented its recommendations in the last 3 years. 		<p>A pumping plant evaluation must have been completed with implementation of its recommendations within the last 3 years. Includes pumping plants for irrigation and livestock watering.</p>

Conservation Measurement Tool (CMT) Inventory Questions FY 2014-1

Applicant _____

Date _____

For Forestland applications answer the Forestland - Existing Activity Conservation Performance questions below with a Yes or No in the Response Box. Applicant should be prepared to provide documentation/records to support answers.

Question #	FORESTLAND - Existing Activity Conservation Performance	Response (Yes/No)	WI Guidance
1	Select one of the following descriptions that best represents the majority of your forest land.		
	a) A plantation consisting predominantly of one tree species with little or no understory.		
	b) A plantation consisting predominantly of one tree species, but has a variety of shrubs and/or grasses and forbs in the understory.		Understory dominated by invasive or noxious species such as Garlic mustard, honeysuckle, multiflora rose, etc does not count: for this condition, answer a).
	c) A forest consisting of tree species which naturally occur on the site. Trees are mostly even-aged, generally uniform in height, with little understory vegetation.		Often will be just one tree species. Examples: Aspen, Birch, Oak, White, Red or Jack pine, Spruce/Fir, that originated at the same time and could be the result of a clear cut, shelterwood or seed tree silvicultural treatment. Can be mixed conifer/hardwood plantations.
	d) A forest consisting of multiple tree species which naturally occur on the site (certain sites may naturally have only one tree species). Trees are uneven-aged (or occur in uneven-aged groups), with an array of tree heights, with little understory vegetation. The forest is actively managed to retain standing dead trees and large downed trees and limbs.		Include naturally occurring stands of mixed species such as, Oak/Hickory, Maple/Beech/Basswood/Yellow Birch, Elm/Ash/Red Maple, Cottonwood/Ash/Silver Maple/Elm, Oak/Hickory/Cherry/Maple/Ash and mixed stands of Conifers and Hardwoods.
	e) A forest consisting of multiple tree species which naturally occur on the site (certain sites may naturally have only one tree species). Trees are uneven-aged (or occur in uneven-aged groups) with an array of tree heights, and an understory shrub and or forb layer. The forest is actively managed to retain standing dead trees and downed large trees and limbs are abundant. The dead trees and debris are actively managed for wildlife habitat.		Same guidance as d) above but also has a developed understory and ground cover consisting of native vegetation.
	f) Other		
2	Has a thinning or improvement harvest been completed recently (past 10 years) on your forest land?		A history of Forest Stand Improvement or Timber Stand Improvement (TSI)

2.1	From the choices below (a-c) select the answer that best describes the thinning or improvement harvesting.		
	a) Thinning or improvement harvesting completed on <10% of forest land.		
	b) Thinning or improvement harvesting completed on 10-25% of forest land.		
	c) Thinning or improvement harvesting completed on >25% of forest land.		
2.2	For the forest trails, landings (areas where logs are stacked for loading) and roads used during thinning or harvest activities: SELECT ANY OF THE FOLLOWING THAT APPLY.		
	a) Designated skid trails for logging/forest product removal were used to limit disturbance and compaction.		
	b) Water bars, culverts and/or rolling dips have been installed on roads and safely outletted.		
	c) Forest trails, landings and cut- and fill-slopes of roads are seeded following tree harvest.		
	d) During heavy use periods dust was controlled through the use of water, wood chips, rock surfacing or paving.		
	e) None of the above		
2.3	During the thinning or harvest, did you use practices to protect riparian areas such as riparian setbacks, minimum equipment activity in streams and riparian zones and low impact stream crossings when working near streams or watercourses?		If there are no riparian areas on the forest tract answer "yes". Riparian includes both shoreline (including all wetland types) and streambank areas. Answer "Yes" if Forestry BMP's for Water Quality were followed.
3	Have you reforested suitable tree growing areas?		
	From the choices below (a-c) select the answer that best describes the site preparation activities for tree planting or natural regeneration.		
	a) Where a timber harvest has occurred, site preparation activities created bare mineral soil and removed slash on less than 10% of the land in the reforested unit. If tree planting took place on abandoned cropland or grassland little or no site preparation was done.		Slash removal includes removal of crop residue.

	b) Where a timber harvest has occurred, site preparation activities created bare mineral soil and removed slash on 10-25% of the land in the reforested unit. If tree planting took place on abandoned cropland or grassland, a moderate level of site preparation was applied (mechanical and/or chemical destruction of existing vegetation).		Management activity intentionally created some exposed soil intermittently throughout the harvest area to create seedbeds for regeneration of desirable species.
	c) Where a timber harvest has occurred, site preparation activities created bare mineral soil and removed slash on more than 25% of the land in the reforested unit. If tree planting took place on abandoned cropland or grassland, heavy site preparation was applied (mechanical and/or chemical destruction of existing vegetation).		Management activity intentionally created exposed soil throughout the harvest area to create a seedbed for regeneration of desirable species.
4	Do you control the access to your forest by people, vehicles, or livestock?		
	From the choices below (a-c) select the answer that best describes the majority of your forest land.		The applicant must control access of all three groups (people, vehicles, and livestock) to answer "yes". Generally cannot answer "yes" for MFL land that is open to public access.
	a) I monitor and control who and what comes on to my property.		
	b) I monitor, control and have my property posted.		
	c) I monitor and have my property posted, access points are fenced, gated.		If the forest is posted and access points are gated, perimeter fence is not required.
	d) None of the above		
5	Select any of the following measures (a-d) you have taken to reduce wildfire risks to your forest?		
	a) There are access roads to all parts of the property suitable for pumper trucks and other fire vehicles.		
	b) There are strategically located firebreaks.		A firebreak is an area 25 feet wide or more in which vegetation is kept mowed or for areas not erodible, kept as bare soil.
	c) There are strategically located fuelbreaks.		A fuelbreak is an easily accessible strip of land of varying width (depending on fuel and terrain), in which fuel density is reduced, thus improving fire control opportunities. The stand is thinned, and remaining trees are pruned to remove ladder fuels. Brush, heavy ground fuels, snags, and dead trees are disposed of and an open, park-like appearance is established.

	d) During the fire season water sources are available, clearly identified and accessible.		
	e) Prescribed burning is conducted as needed or on a recurring schedule.		
	f) None of the above		
6	Do you have any WATER BODIES (lakes, ponds or wetlands) on or adjacent to your forest land?		
6.1	What percentage of the total boundary of these areas has at least a 33-foot wide zone of diverse vegetation that is native to the site or introduced species that have become naturalized between the edge of the waterbody and adjacent land?		Include any vegetation that contributes to an effective buffer by filtering sediment, nutrient and ag chemicals. Acceptable vegetation may include non-native sod forming grasses, or a riparian forested buffer.
	a) less than 25%		
	b) 26% but less than 50%		
	c) 50% - 75%		
	d) more than 75%		
6.2	Does upland runoff (surface or groundwater) empty directly—without filtration through a vegetated buffer—into any of the lakes/ponds/wetlands on your forest land?		Does not have to meet our design criteria for a buffer. Buffer includes both grass and trees.
7	Do you have any WATER COURSES (ditches, intermittent or perennial streams, or rivers) on or adjacent to your forest land?		
8	Do you pump (directly or indirectly) or divert water from a river or stream? If "Yes", select appropriate choice below.		
	a) Water withdrawal completely dewater stream habitat.		
	b) Water withdrawal diminishes streamflow; diversions or pumps are unscreened (for aquatic animals).		
	c) Water withdrawal diminishes streamflow; diversions or pumps are screened (for aquatic animals).		
9	Do you have instream structures on your property, such as diversion dams, road crossings (bridges or culverts), low-water crossings, and pumping stations. If "Yes", select appropriate choice below.		
	a) Structure blocks aquatic organisms from passing upstream or downstream during all or part of the year.		
	b) Structure could block aquatic organisms from passing upstream or downstream part or all of the year.		
	c) Structure does not block aquatic organisms from passing upstream or downstream at any time of the year.		

10	Consider all streams and rivers on your forest land and select the choice below which best describes your situation. Select the condition that best describes 90% of the total length of the streams/rivers on your forest land.		
	a) Natural vegetation sparse or absent along waterways.		
	b) Natural vegetation is present along waterway but is not at least 33 feet wide or 2.5 times as wide as the stream channel.		
	c) Natural vegetation is present along all margins of waterways capable of supporting vegetation AND is at least 33 feet wide or 2.5 times as wide as the stream channel.		
11	Consider all streams and rivers on your forest land. Select the choice below which best describes the condition of vegetation along 90% the streams or rivers on your forest land.		
	a) Little or no natural vegetation on the majority of streambanks because of unmanaged livestock grazing, motorized vehicle access or other usage.		
	b) Natural vegetation is present, but species and age distribution is limited on at least 50% of the streambanks because of unmanaged livestock grazing, motorized vehicle access or other usage.		
	c) Natural vegetation is present with good species and age diversity because livestock and motorized vehicle access to all (100%) streambanks are managed and limited according to acceptable guidelines.		
12	Is your forest grazed by livestock?		Answering "no" does not penalize the applicant. If no grazing is occurring, then do not answer question 12.1.
12.1	Select the answer below that best describes how grazing is managed?		
	a) Livestock usage is heavy and livestock have free access onto forest land with little or no attempt to manage grazing distribution.		
	b) Livestock usage is moderate to heavy but livestock are actively managed to control grazing distribution.		
	c) Grazing does not exceed forage production on any portion of the land. Livestock are managed to rest individual grazing units as needed to maintain optimal forage production.		

13	Are you aware of any invasive or noxious non-native species occurring on your forest land?		Utilize the WDNR list of invasive plants posted on the DNR website: http://dnr.wi.gov/topic/Invasives/what.html
13.1	From the choices below (a-c) select the answer that best describes your invasive or noxious non-native species management.		
	a) Invasive or noxious non-native species have been identified.		
	b) Invasive or noxious non-native species have been identified and are being monitored to check extent and if they are spreading.		
	c) Invasive or noxious non-native species have been identified, control actions have been taken and monitoring continues.		
14	Choose one of the following answers that describes how pests are controlled on your forest land.		If no pesticides are applied, the default answer is "yes" to question 14a.
	a) Pesticides are applied to all forest acres <u>without</u> utilizing any pest prevention, avoidance, monitoring, or suppression (PAMS) strategies.		Pesticides include insecticides (organic or chemical), herbicides, rodenticides, etc.. Integrated Pest Management (IPM) is a site specific combination of pest prevention, pest avoidance, pest monitoring, and pest suppression strategies. Most forest owners in Wisconsin do not apply any pesticides to forest land. The exceptions would be Christmas trees and young plantations.
	b) Pesticides are applied to <u>some</u> forest acres using a site-specific combination of <u>each</u> pest prevention, avoidance, monitoring, and suppression (PAMS) strategies, OR pesticides are applied to <u>all</u> forest acres using <u>only</u> one, two or three of the four PAMS strategies.		The Forest Stewardship Plan must identify some practices or management activities implemented for disease or insect control. For example, timing of activity in oak stands to prevent the spread and/or introduction of oak wilt should be identified in areas susceptible to the disease. Spraying for tip weevils in plantations or Christmas tree plantings as a result of scouting activities and treatment of slash to prevent the spread of an existing disease in the stand can also demonstrate the implementation of PAMS strategy. Maintaining optimum basal area (density) for the cover type is an IPM technique.
	c) Pesticides are applied to all forest acres utilizing a site-specific combination of each pest prevention, avoidance, monitoring, and suppression (PAMS) strategies.		In addition to all of the above, the key to answer yes here is that scouting and economic thresholds are identified before a management activity is implemented. Management activities can include pesticide applications but can also be strictly silvicultural.

Conservation Stewardship Program (201)

Conservation Activity List (Forestland)



Name _____

Date _____

The Conservation Stewardship Program (CSP) encourages agricultural producers to improve conservation systems by undertaking additional conservation activities and improving, maintaining, and managing existing conservation activities. Conservation activities include enhancements and conservation practices.

Enhancements – Conservation activities selected by producers that are used to treat natural resources and improve conservation performance.

Bundles- Are specific enhancements whose installation as a group produce a synergy of conservation performance improvement and addresses resource concerns in a more comprehensive manner. Enhancement bundles are made up of five enhancements from this list.

Practices – Conservation practices are used in CSP for the purpose of encouraging producers to meet additional stewardship thresholds. During the application process, an applicant may identify resource concern stewardship thresholds by land use are not meeting with existing activities, and agree to meet them by installing new conservation practices. The new conservation practices that need to be installed will be indentified by NRCS during the application process. During on-site field verification for approved applicants, NRCS will determine the required practices using the conservation planning process.

Activities that interest you	NRCS Code	Eligible Land Use	Enhancement Name	Enhancement Description (See Job Sheet criteria for requirement details)
	AIR07	Forest	GPS, targeted spray application (SmartSprayer), or other chemical application electronic control technology	Utilize electronically-controlled or managed chemical spray application technology to more precisely apply agricultural pesticides to their intended targets.
	ANM09	Forest	Grazing management to improve wildlife habitat	Implement a grazing management plan that allows for rest periods to provide adequate residue for nesting and fawning cover and increase diversity of vegetation structure to benefit a variety of wildlife species.

	ANM11	Forest	Patch-burning to enhance wildlife habitat	Use prescribed burning with livestock grazing to create patches of different vegetation structure and species composition for the benefit of wildlife.
	ANM12	Forest	Shallow water habitat	Construct or renovate small, shallow sites to impound or hold water seasonally, typically from late winter through early summer (e.g., vernal pools).
	ANM27	Forest	Wildlife friendly fencing	This enhancement involves the use of wildlife friendly fencing techniques that allow free passage of daily wildlife movement and seasonal migration; and/or increase visibility to prevent entanglement and mortality. Selection of this enhancement requires the activity to be planned concurrently on all eligible land use acres.
	ANM29	Forest	On-farm forage based grazing system	A forage based grazing system that supplies all roughage (forage and supplemental hay) requirements for a livestock operation.
	ANM33	Forest	Riparian buffer, terrestrial and aquatic wildlife habitat	This activity consists of managing riparian zones by utilizing select conservation measures (such as re-locating equipment operations, trails, or livestock; establishing diverse native vegetation and controlling invasive species; fencing; and extending the width of the riparian zone to enhance wildlife habitat adjacent to riparian zones of streams, ponds, lakes, or wetlands) to achieve stream side cover and vegetative diversity and structure to improve terrestrial and aquatic wildlife habitat.
	ANM36	Forest	Enhance wildlife habitat on expired tree covered CRP acres or acres with similar woody cover managed as forestland	Implement a focused habitat management plan for the benefit of selected wildlife species on expired CRP tree covered acres that has CRP conservation cover or acres with similar woody cover managed as forestland.

	ANM37	Forest	Prescriptive grazing management system for grazed lands (includes expired CRP grass/legume or tree covered acres converted to grazed lands)	Implement a prescriptive grazing management system for all grazed lands and for all eligible land uses in the operation. This includes expired CRP grass/legume or tree covered acres that are now converted to a grazing system. Selection of this enhancement requires the activity to be planned concurrently on all eligible land use acres.
	ANM38	Forest	Retrofit watering facility for wildlife escape and enhanced access for bats and bird species	Retrofit all existing watering facilities (troughs, tanks, etc.) to allow for the escape of wildlife that become trapped while trying to drink and to remove obstructions above the watering facility such as boards and wires. Selection of this enhancement requires the activity to be planned concurrently on all eligible land use acres.
	PLT02	Forest	Monitor key grazing areas to improve grazing management	Adjust grazing management based on monitoring data. Monitor key grazing areas to determine if current grazing management is meeting management goals and objectives. A key grazing area is a small area of a grazed field that is identified as being representative of the entire field.
	PLT05	Forest	Multi-story cropping, sustainable management of non-timber forest plants	This activity involves the manipulation of forest species composition, structure, and canopy cover to achieve or maintain a desired native plant community to facilitate the sustainable management of native non-timber forest plant(s) (e.g., goldenseal, ramps, mushrooms, ginseng, ferns, "sugarbush", etc.).
	PLT15	Forest	Establish pollinator and/or beneficial insect habitat	Seed or plug nectar and pollen producing plants in non-cropped areas such as field borders, vegetative barriers, contour buffer strips, waterways, shelterbelts, hedgerows, windbreaks, conservation cover, and riparian forest and herbaceous buffers.

	PLT16	Forest	Intensive rotational grazing	<p>This enhancement is for the harvest efficiency of grazing livestock to increase forage harvest, and to improve forage quality and livestock health. The grazing system is managed to produce high quality, nutritious forage and maintain plants with sufficient energy reserves to recover quickly when adequate soil moisture is available for regrowth. Generally, livestock are rotated through pastures in the grazing system based on the physiological growth and nutritional stage of the forage plants and the daily dry matter intake and nutritional requirements of the animal. This enhancement is for: rotational grazing systems with increased numbers of pastures or paddocks, the accompanying required infrastructure, shorter grazing periods, and increased stock density. Selection of this enhancement requires the activity to be planned concurrently on all eligible land use acres.</p>
	PLT17	Forest	Creating forest openings to improve hardwood stands	<p>Creating forest openings or patches is a silvicultural practice used to naturally regenerate over-mature and/or degraded hardwood stands while providing added cover and browse for several game and non-game species of wildlife.</p>
	PLT21	Forest	Forest stand improvement pre-treating vegetation and fuels preceding a prescribed fire	<p>This enhancement is to manage the vegetation and fuels in a forested area with mechanical or manual methods in advance of a prescribed fire AND to complete one or more treatments with prescribed fire during the contract period to restore native forest conditions.</p>

	WQL01	Forest	Biological suppression and other non-chemical techniques to manage brush, herbaceous weeds and invasive species	This enhancement is for the reduction of woody brush, herbaceous weeds and invasive plants using non-chemical methods. Physical methods include pulling, hoeing, mowing, mulching or other similar techniques. Biological methods include use of natural enemies either introduced or augmented. Use of chemicals is prohibited with this enhancement.
	WQL03	Forest	Rotation of supplement and feeding areas	The proper location and regular movement of livestock concentration areas such as feeding areas and mineral blocks in a manner that will improve livestock distribution, reduce localized areas of disturbances and reduce impacts on water bodies.
	WQL13	Forest	High level integrated pest management to reduce pesticide environmental risk	Utilize advanced Integrated Pest Management (IPM) prevention, avoidance, monitoring, and suppression techniques, and only apply the lowest risk pesticides available (or if higher risk pesticides are used appropriate mitigation techniques are used to ameliorate the risk) in an environmentally sound manner when monitoring indicates that an economic pest threshold has been exceeded. Pesticide applications must follow all label requirements.
	WQL18	Forest	Non- chemical pest management for livestock	The use of management, monitoring, and prevention techniques to manage external livestock pests without the use of pesticides.

	WQL19	Forest	Transition to ORGANIC grazing systems	“Transition to Organic Grazing Systems” supports the conversion of a conventional to an organic livestock grazing system. Key to the enhancement activity is following ecological and pasture-based grazing requirements, applying materials according to the National List of Allowed Synthetic and Prohibited Natural Substances, and managing livestock according to National Organic Program (NOP) rules (Subpart C – Organic Production and Handling Requirements) for organic certification. This enhancement activity facilitates compliance with NOP rules for organic certification.
Activities that interest you	NRCS Code	Eligible Land Use	Bundle Name	Bundle Criteria
	BFO07	Forest	Forest Bundle # 7 (Improves wildlife habitat in conifer or mixed forests)	This bundle of enhancement activities includes: ANM12-Shallow water habitat; PLT15-Establish pollinator and/or beneficial insect habitat; PLT21-Forest stand improvement pre-treating vegetation and fuels preceding a prescribed fire; WQL01-Biological suppression and other non-chemical techniques to manage brush, weeds and invasive species; and WQL13-High level IPM to reduce pesticide environmental risk.
	BFO08	Forest	Forest Bundle # 8 (Improves wildlife habitat in hardwood or mixed forests)	This bundle of enhancement activities includes: ANM12-Shallow water habitat; PLT15-Establish pollinator and/or beneficial insect habitat; PLT17-Create forest openings to improve hardwood stands; WQL01-Biological suppression and other non-chemical techniques to manage brush, weeds and invasive species; and WQL13-High level IPM to reduce pesticide environmental risk.

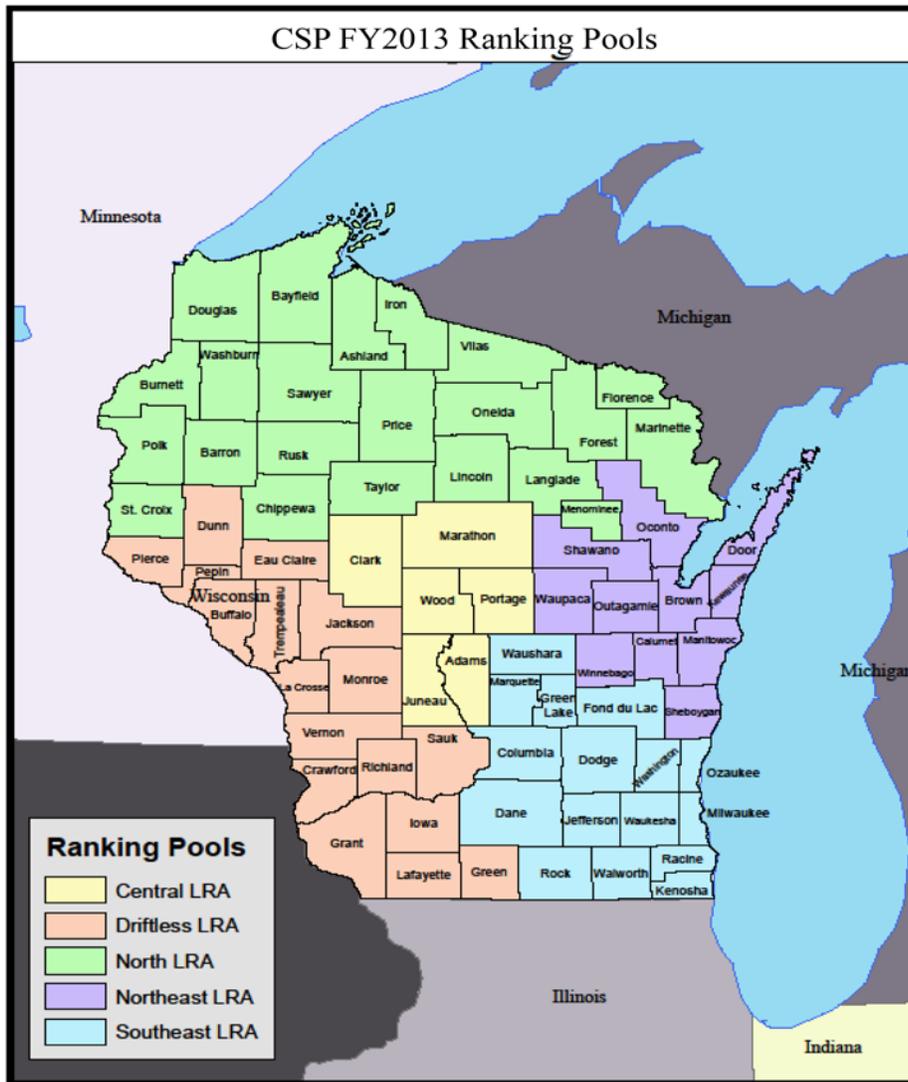
Activities that interest you	NRCS Code	Eligible Land Use	Practice Name	Practice Definition
	314	Forest	Brush Management	Removal, reduction or manipulation of non-herbaceous plants on rangeland, native or naturalized pasture, pasture, hayland and forest lands where removal or reduction of excessive woody (non-herbaceous) plants is desired.
	338	Forest	Prescribed Burning	Controlled fire applied to a predetermined areas to maintain or enhance fire dependent ecologies.
	342	Forest	Critical Area Planting	Establishment of 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.
	382	Forest	Fence	A constructed barrier to animals or people.
	383	Forest	Fuelbreak	A strip or block of land on which the vegetation, debris and detritus have been reduced and/or modified to control or diminish the risk of the spread of fire crossing the strip or block of land.
	384	Forest	Woody Residue Treatment	The treatment of residual woody material that is created due to management activities or natural disturbances.
	394	Forest	Firebreak	A permanent or temporary strip of bare or vegetated land established to retard the movement of fire.
	395	Forest	Stream Habitat Improve/Mgmt	Maintain, improve or restore physical, chemical and biological functions of a stream, and its associated riparian zone, necessary for meeting the life history requirements of desired aquatic species.
	528	Forest	Prescribed Grazing	Managing the harvest of vegetation with grazing and/or browsing animals in order to enhance or maintain good forage production and provide wildfire food and cover.

	612	Forest	Tree/Shrub Establishment	Establishing woody plants by planting seedlings or cuttings, direct seeding, or natural regeneration.
	614	Forest	Watering Facility	A permanent or portable device to provide an adequate amount and quality of drinking water for livestock and or wildlife.
	643	Forest	Restoration and Management of Rare and Declining Habitats	Restoring and managing rare and declining habitats and their associated wildlife species to conserve biodiversity.
	644	Forest	Wetland Wildlife Habitat Management	Retaining, developing or managing wetland habitat for wetland wildlife.
	645	Forest	Upland Wildlife Habitat Management	Provide and manage upland habitats and connectivity within the landscape for wildlife.
	647	Forest	Early Successional Habitat Development/Management	Manage early plant succession to benefit desired wildlife or natural communities by increasing plant community diversity.
	654	Forest	Road/Trail/Landing Closure and Treatment	The closure, decommissioning, or abandonment of roads, trails, and/or landings and associated treatment to enhance forest functions.
	655	Forest	Forest Trails & Landings	A temporary or infrequently used route, path or cleared area within a forest established to provide access to the forest while limiting damage to the forest.
	660	Forest	Tree/Shrub Pruning	The removal of all or part of selected branches, leaders or roots from trees and shrubs to improve forest health and functions.
	666	Forest	Forest Stand Improvement	The manipulation of species composition, stand structure and stocking by cutting or killing selected trees and understory vegetation to enhance forest health and functions.

For more information on each enhancement or bundle visit our website at <http://www.wi.nrcs.usda.gov/programs/csp/cstp.html> or contact your local NRCS office. NRCS practice standards are located in the NRCS Field Office Technical Guide (Section 4) which is available at http://efotg.sc.egov.usda.gov/efotg_locator.aspx?map.

CSP FY2014

WISCONSIN PRIORITY RESOURCE CONCERNS								
	Soil Erosion	Soil Quality	Water Quantity	Water Quality	Air Quality	Plants	Animals	Energy
Agricultural Land								
North LRA	X			X		X		X
Central LRA	X			X		X		X
Northeast LRA	X			X		X		X
Driftless LRA	X			X		X		X
Southeast LRA	X			X		X		X
NIP Forest Land								
Statewide	X					X	X	X



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)

1 PROGRAM ELIGIBILITY REQUIREMENTS

- A** The Participant must complete and file Form AD-1026 (Highly Erodible Land Conservation and Wetland Conservation 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-931 (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 Form CCC-931. A person or legal entity shall not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the person or legal entity does not meet the adjusted gross income 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 of each person who has income in excess of the applicable limitation specified. This limitation may be waived on a case-by-case basis by the Natural Resources Conservation Service (NRCS) Chief as allowed by the authorizing legislation.
- 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. 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 will control 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 the Natural Resources Conservation Service (NRCS) that they will operate and have effective control of the land for the term of this contract.

Where applicable, the Natural Resources Conservation Service (NRCS) will consult with the Bureau of Indian Affairs to determine Tribal land eligibility.

- E** The Participant shall not be eligible for Contract payments for any of the following: (1) practices 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; and (4) conservation activities for which there is no cost incurred or income forgone by the participant.
- F** Land used for crop production after June 18, 2008 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 Program, or Grassland Reserve 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.

2 OFFERS FROM APPLICANTS

Form NRCS-CPA-1200, Conservation Program Contract Application, and this NRCS-CPA-1202-CPC (Appendix) represent a request to enter into the program under the terms specified in this Contract.

3 AGREEMENT

The Participant agrees to:

- (1) Place 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;

- (2) Not start any new financially assisted conservation activity before this Contract is executed by CCC unless a waiver is approved by the NRCS State Conservationist (STC) or designee. The Participant may submit a written request to waive this requirement for financially assisted conservation activities.
- (3) Schedule, install and adopt at least one enhancement or enhancement bundle within the first fiscal year after this Contract is signed by CCC.
- (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 application is obligated into a contract.
- (6) Install and adopt, to NRCS requirements, 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 ownership during the contract period, the Participant must also ensure these responsibilities are transferred to subsequent owners as provided herein;
- (7) Notify NRCS within 60 days of the transfer of interest to an eligible transferee who accepts the contract's terms and conditions by completing the Transfer Agreement, Form NRCS-CPA-152, and the Supplement to Form NRCS-CPA-152 for Partial Land Transfers if applicable or the Contract will be terminated;
- (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 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 in the general area of the site and notify NRCS immediately if during the construction of any conservation activity a previously unidentified endangered species, archeological, 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 payment limits: The Participant, defined as 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 any 5-year period, excluding federally recognized Indian tribes or Alaska Native corporations, regardless of the number of Contracts entered into under the CSP by the person or legal entity. Each conservation stewardship contract with a person or legal entity will be limited to \$40,000 per fiscal year and \$200,000 over the term of the initial contract period. Each conservation stewardship contract with a joint operation will be limited to \$80,000 per fiscal year and \$400,000 over the term of the initial contract period. Federally recognized Indian tribes or Alaska Native corporations are excluded from contract limits. Payments received in excess of these limits are subject to refund.
- (15) Notify NRCS within 30 days or less as required, of Contract acres accepted for enrollment in the Conservation Reserve Program, Wetlands Reserve Program, Grassland Reserve 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:

- (1) That the ProTracts 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 Measurement Tool Conservation Performance Summary Report and Detail Report are hereby incorporated as a part of the Contract; and
- (2) 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 payments 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 standards and specifications or job sheets. In order to receive payments, 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, along with any receipts and supporting documentation, as necessary.
- B** 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).
- C** NRCS 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 application is obligated into a contract. A participant's annual payments will be determined using the conservation performance estimated by the conservation measurement tool and computed by land use. NRCS may provide a supplemental payment for adopting 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 as 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. NRCS may make a minimum contract payment of \$1,000 to participants who are socially disadvantaged farmers or ranchers, beginning farmers or ranchers, or limited resource farmers or ranchers in any fiscal year that a contract's payment amount total is less than \$1,000. 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 conservation stewardship 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 meet or exceed the standards described in the NRCS Field Office Technical Guide 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.
- F** Collection of amounts due from a Participant for improper payment or any other reason will follow procedures of 7 CFR part 1403. NRCS will notify the Participant to identify the reason for the collection and the amount owed. Unpaid debts accrue interest 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 financial benefit from the implementation of this Contract must be a signatory on the Contract. Unless signature authority is not granted or assigned on the Contract, any Participant on the Contract may approve payment applications for the Contract.
- 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 is filed. NRCS may reduce payments to account for the funds received from other sources in accordance with program requirements.
- 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 the U.S. Government. Though the Participant will not be notified by NRCS that a payment offset has occurred, NRCS 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 to obtain the conservation performance level agreed upon 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 the application is obligated into a contract 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 shall collectively include:
- **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** NRCS shall immediately request investigation by the Office of Inspector General (OIG) in cases where a participant is suspected of, or when NRCS has determined the participant knowingly, (1) adopted any scheme or device that tends to defeat the purpose of the program; (2) made any fraudulent representation; or (3) misrepresented any fact affecting a program determination.
- B** 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 Conservation Stewardship Program contracts.
- C** 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.
- D** The provisions of Paragraph 8B of this 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 installed conservation activity would cause adverse impacts to significant cultural and/or environmental resources without mitigation action 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 the appropriate approving authority (STC or designated conservationist) agree to this modification;
 - (2) At the request of the Participant, and upon approval of CCC, the modification is consistent with the purposes of the program; 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.
 - (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 CMT 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.

C 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, with exception for contract renewals or other exceptional cases as approved by NRCS.

D 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 Federal 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 Grassland 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 of 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 and such Executor or Estate Representative transfers the Contract to an eligible person or legal entity within 60 days of the participant's death and such transfer is 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 9B.

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 EFFECTIVE DATE

This Contract is effective when signed by the Participant and an authorized representative of CCC and continues through the expiration date printed on the NRCS-CPA-1202. 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.

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 (7 CFR part 3017).
- (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 or the Participant may incur additional liability or penalties in accordance with applicable law.

E 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.

F The term “Contract” as used in this Appendix means the 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).

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

G 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 reflects a broad interpretation to include partnerships, couples, legal entities, etc.

H “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.

I A Limited Resource Farmer or Rancher is 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: <http://www.lrftool.sc.egov.usda.gov/>
- Participants who self-certify eligibility as a Limited Resource Farmer or Rancher may be requested to provide records to justify their claim. It is the responsibility of the participant to provide accurate data. False certifications are subject to criminal and civil fraud statutes.

J A Beginning Farmer or Rancher is 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
- 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 conservation activities 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.

Participants who self-certify eligibility as a Beginner Farmer or Rancher may be requested to provide records to justify their claim. It is the responsibility of the participant to provide accurate data. False certifications are subject to criminal and civil fraud statutes.

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

L 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.

M The term "conservation measurement tool" as used in this Appendix means procedures developed by NRCS to estimate the existing and proposed conservation performance to be achieved by a participant.

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 agreement. 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 with the requirements of that provision.

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 agreement for a period of three (3) years after completion of the terms of this agreement 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 (7 CFR part 3021)

By signing this Contract, the Participant certifies that the Participant will comply with the requirements of 7 CFR part 3021. 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.; 7 CFR part 3021,) 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 (7 CFR part 3018)
(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 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 generally 7 CFR parts 3015, 3016, and 3019)

- 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, including those set out in 7 CFR 3015.205(b) applicable to non-profit institutions, 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 of 7 CFR part 3019, including the contract provisions required at Appendix A. 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. 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.

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 it is in compliance with and will comply in the course of the agreement with all requirements for applicants other than individuals, with some specific exceptions, to have Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the Central Contractor Registration (CCR) or any successor Federal contractor registration database as set out in Appendix A to Part 25.
- B** 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 requirements for applicants other than individuals, with some exception to report first-tier subawards 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. 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.

_____ Date _____

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs 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 a 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, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

CONSERVATION PROGRAM APPLICATION

Name:	Application Number:
Address:	Application Date:
	County and State:
Email:	
Telephone:	Watershed:
	Subaccount:
Location (Legal Description or Farm and Tract Number):	

(Please note that not all questions apply to all Programs)

1. This is an application to participate in the:

<input type="checkbox"/> Agricultural Management Assistance (AMA)	<input type="checkbox"/> Environmental Quality Incentives Program (EQIP)
<input checked="" type="checkbox"/> Conservation Stewardship Program (CSP)	<input type="checkbox"/> Wildlife Habitat Incentives Program (WHIP)
<input type="checkbox"/> Agricultural Water Enhancement Program (AWEP)	<input type="checkbox"/> Chesapeake Bay Watershed Initiative (CBWI)

2. Yes No Do you have farm 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.

3. 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) **Yes** **No** Do you have appropriate documents including proof to sign for the entity?

Joint Operation (General Partnership, Joint Venture)

a) Please enter joint operation legal name and tax identification number:

Name: _____ **Tax Number:** _____

b) **Yes** **No** Do you have appropriate documents including proof to sign for the joint operation?

4. A Dun & Bradstreet Data Universal Numbering System (DUNS) number and current registrations in the Central Contractor Registration (CCR) database 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: _____

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

Crop Production

Crop Type:

Livestock Production

Livestock Type:

6. 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

7. Certification of control of the land offered under the application:

Deed or other evidence of land ownership

Written lease agreement

Years of control are through

Other agreement or legal conveyance (describe):

Years of control are through

8. Yes No Is the land offered under this application enrolled in any other conservation program?

9. Are you applying for program benefits as one of the following participant types?

Limited Resource Farmer or Rancher

Beginning Farmer or Rancher

Socially Disadvantaged Farmer or Rancher

Not Applicable

If you wish to apply in any of these categories, you must meet the self certification requirements. For more information please go to this website: <http://www.lrftool.sc.egov.usda.gov/>

10. Yes No Not Applicable If applying for the EQIP and if the application includes irrigation practices, has the land been irrigated at least 2 of the last 5 years?

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 person 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 obtain the landowner's signature on the contract or provide written authorization to install structural 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 Commodity Credit Corporation (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 eligibility as a Farmer or Rancher under the Limited Resource, Beginning, or Socially Disadvantaged groups 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 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 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 appropriate USDA Service Center Agency.

11. Yes No I have received a copy of the program appendix where an appendix is applicable.

Applicant Signature	Date
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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, or write to:

USDA
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW.
Washington, DC 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, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (Pub L. 110-236)