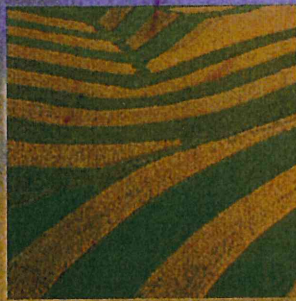


Natural Resources Conservation Service



NRCS Contact for USDA Academy Initiative:

Rebekah DeWind, District Conservationist from Michigan on detail to NHQ

rebakah.dewind@mi.usda.gov

Rebekah can be contacted by phoning the NRCS Deputy Chief for Programs office at 202-720-4527.

Agency Contact

Craig Derickson, NRCS Deputy Chief for Financial Assistance Programs

202-720-4527

craig.derickson@wdc.usda.gov

United States Department of Agriculture
Natural Resources Conservation Service



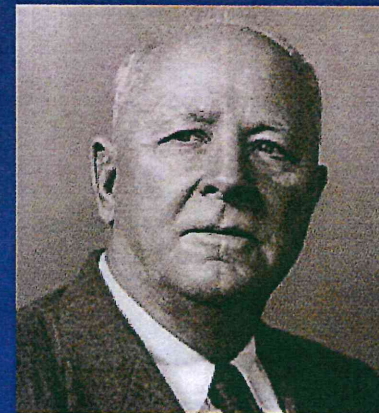
Natural Resources Conservation Service



Helping People Help the Land

75 Year Conservation Legacy

- Founded by Congress in 1935 to conduct an ongoing program of soil and water conservation.
- We work at the local level, in field offices at USDA Service Centers in nearly every county in the Nation.



Agency founder, Hugh Hammond Bennett

What we do

- NRCS works with landowners through voluntary conservation planning and assistance designed to benefit the soil, water, air, plants, and animals that result in productive lands and healthy ecosystems.



How do we do it?

- NRCS succeeds through partnerships, working closely with:
 - individual farmers, ranchers, and forestland owners
 - landowners,
 - local conservation districts,
 - government agencies,
 - Tribes and Tribal Conservation Advisory Councils,
 - Earth Team volunteers,
 - and many other people and groups that care about the quality of America's natural resources.

NRCS works to

- Curb water erosion
- Curb wind damage
- Conserve soil and water resources
- Protect waterways from erosion and degradation
- Manage manure
- Manage grasslands
- Establish wildlife habitat
- Manage forestlands
- Improve air quality, conserve energy, and mitigate climate change.

Conservation Technical Assistance Program and Activities

- Conservation of Private Grazing Lands
- Conservation Reserve Program (with USDA Farm Service Agency)
- Conservation Technical Assistance
- Grazing Lands Conservation Initiative

Environmental Improvement Programs

- Agricultural Management Assistance Program (AMA)
- Environmental Quality Incentives Program (EQIP)
 - EQIP Conservation Innovation Grants (CIG)
 - Air Quality Initiative
 - Organic Program Initiative
- Wildlife Habitat Incentive Program
- Agricultural Water Enhancement Program (AWEP)
- Cooperative Conservation Partnership Initiative (CCPI)

Priority Landscape Initiatives

- NRCS has many initiatives that leverage existing programs to target resource concerns in specific geographic areas.

Priority Landscape Initiatives

- Chesapeake Bay Watershed Initiative
- Mississippi River Basin Healthy Watersheds Initiative
- Lesser Prairie Chicken Initiative
- Ogallala Water Conservation Initiative
- Sage-Grouse Initiative
- Air Quality
- Coral Reef Task Force Partnership Initiative
- Great Lakes Restoration Initiative
- Longleaf Pine Ecosystem Restoration Initiative
- Organic & Transition to Organic
- New England/New York Forestry Initiative
- High Tunnels
- Energy Audits
- Cooperative Conservation Partnership Initiative

Stewardship Programs

Conservation Stewardship Program



Water Resources Programs

- Emergency Watershed Protection Program (Recovery)
- Watershed Protection and Flood Prevention Program
 - Watershed Surveys and Planning
 - Watershed Operations
 - Watershed Rehabilitation

Easement Programs help us keep working lands working

- Emergency Watershed Protection Program (Floodplain Easements)
- Farm and Ranch Lands Protection Program
- Grassland Reserve Program
- Healthy Forests Reserve Program
- Wetlands Reserve Program

In addition to Programs...

- NRCS is also a national leader in the areas of soil science, soil survey and resource assessment, technical assistance to foreign governments, and international scientific and technical exchange. This includes annual water supply forecasting in the West and the National Resources Inventory--considered the "gold standard" of natural resource data on a national scale.

Community Assistance Programs and Activities

- Farmland Protection Policy Act
- Resource Conservation and Development Program
- Small, Limited, and Beginning Farmer Assistance
- Tribal Government Assistance
- Community Assistance

Technical Processes, Tools, and Other Technical Resources

- Conservation Planning
- Customer Service Toolkit
- Limited Resource Farmer/Rancher Self-Determination Tool
- National Environmental Policy Act (NEPA) Documents
- Rapid Watershed Assessment

Resource Inventory and Assessment

- Conservation Effects Assessment Project
- National Resources Inventory
- Snow Survey and Water Supply Forecasting
- Soil Survey Program
- Plant Materials Centers

Definitions

- **Field Office**-The local NRCS Office that is open to all producers for assistance.
- **Conservation District**-A subdivision of a state, Tribe, or territory, organized under the State Soil Conservation District Law.
- **Earth Team volunteers**-In 1985, the volunteer effort was organized as the Earth Team and the purpose of the program is to expand NRCS services utilizing the talent and energy of volunteers.
- **Initiatives**-New way to focus programs for targeted conservation subject or audience.
- **Resource Assessment**-Inventory and evaluation of Resource Concerns for a focused area/landscape.
- **Technical Assistance**-Help provided by NRCS, and employees of other entities or agencies under the technical supervision of NRCS, to address opportunities, concerns, and problems related to natural resource use.

How to find your local office and get more information about our programs and services

- <http://www.nrcs.usda.gov/>

Term	Definition
Biodiversity	An environment with a number of different plants and animals.
Carbon Sequestration	The net process of storing carbon in a carbon sink. Sinks can include terrestrial (soil, trees), oceanic, atmospheric, and geologic. For example, terrestrial sequestration could result when carbon fixed in trees through afforestation, or plants and soil root masses as a result of NoTill practices results in photosynthesis exceeding carbon dioxide release through plant aspiration
Conservation District	A subdivision of a state, Indian Tribe, or territory, organized pursuant to the state soil conservation district law, as amended, or Tribal law. They may be called soil conservation districts, soil and water conservation districts, resource conservation districts, land conservation committees, natural resource districts, etc.
Conservation Planning	The activity of NRCS and others in helping a client use the planning process, which is intended to result in a conservation plan or an areawide conservation plan.
Conservation Practices/Activities	A specific treatment, such as a structural or vegetative measure, or management technique, commonly used to meet specific needs in planning and implementing conservation, for which standards and specifications have been developed.
Conservation Technical Assistance or Technical Assistance	Help provided by NRCS, and employees of other entities or agencies under the technical supervision of NRCS, to clients to address opportunities, concerns, and problems related to natural resource use.
Cost Share Assistance/Financial Assistance	The monetary or financial assistance to the participant in an amount and at a rate determined appropriate to encourage the participant to perform a land management practice that would not otherwise be initiated without program assistance.
Earth Team Volunteers	In 1985, the volunteer effort was organized as the Earth Team and the purpose of the program is to expand NRCS services utilizing the talent and energy of volunteers.
Ecosystems	The way that plants, animals, and micro-organisms interact with their environment.
Endangered and Threatened Species	A species that is in danger of extinction throughout all or a significant portion of its range. "Threatened species" is a related term, referring to a species likely to become endangered within the foreseeable future. The main factors that cause species to become endangered are habitat destruction, invasive species, pollution, and overexploitation.
Estimated Incurred Costs	Estimated project cost spent for completing program contract practices.
Field office	The local NRCS Office that is open to all producers for USDA Assistance
Forbs	A herbaceous plant other than grass.
Initiatives	New way to focus programs for targeted conservation subject or audience.

Marginal Lands	Land that is planted but it is often difficult to plant or produces only a small yield.
Natural Resources	Any naturally occurring resource needed by an organism, population, or ecological system. NRCS applies this term to soil, water, air, plants, and animals.
Organic System Plan	A complete Organic System Plan consists of one or more of the following elements, as appropriate to the individual operation: an Organic Farm Plan, an Organic Livestock Plan, and an Organic Handling Plan.
Practice Design	The documentation of plans and specifications of the practice that is to be installed
Resource Assessment	Inventory and evaluation of Resource Concerns for a focused area/landscape.
Resource Concerns	The condition of natural resources that may be sensitive to change by natural forces or human activity. NRCS identifies problems and opportunities relating to resource concerns by using predictive models, direct measurement, or observations in relation to client objectives.
Resource Monitoring	The process of following-up and evaluating the resource after practice installation has occurred.
Scrub	A stunted tree or shrub.
Socially Disadvantaged	Socially disadvantaged farmer or rancher means a producer who has been subjected to racial or ethnic prejudices because of their identity as a member of a group without regard to their individual qualities. 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 American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, and Hispanics. A socially disadvantaged applicant is 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. Note: Gender is not a covered group under the 1990 Farm Bill definition.
USDA Service Center	A building that includes more than one USDA agency, often comprised of NRCS, Farm Service Agency (FSA), and Rural Development (RD).
Wetland	Must have all three of these components: a predominance of hydric soils (Soils formed under wet conditions), are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions (this is called hydrology), and under normal circumstances support a prevalence of hydrophytic vegetation (plants that can grow in wet soils).

NATURAL RESOURCES CONSERVATION SERVICE

FINANCIAL ASSISTANCE PROGRAMS

FINANCIAL ASSISTANCE (Cost-share)

- ENVIRONMENTAL QUALITY INCENTIVES PROGRAM
- WILDLIFE HABITAT INCENTIVES PROGRAM
- AGRICULTURAL MANAGEMENT ASSISTANCE PROGRAM
- CHESAPEAKE BAY WATERSHED INITIATIVE
- AGRICULTURAL WATER ENHANCEMENT PROGRAM

CONSERVATION STEWARDSHIP PROGRAM

- CONSERVATION STEWARDSHIP PROGRAM

EASEMENTS

- GRASSLAND RESERVE PROGRAM
- HEALTHY FORESTS PROGRAM
- WETLAND RESERVE PROGRAM
- FARM AND RANCH LANDS PROTECTION PROGRAM

CONSERVATION TECHNICAL ASSISTANCE

- CONSERVATION TECHNICAL ASSISTANCE

This form is available electronically.

FSA-211
(12-17-08)

U. S. DEPARTMENT OF AGRICULTURE
Farm Service Agency - Natural Resources Conservation Service -
Commodity Credit Corporation - Federal Crop Insurance Corporation - Risk Management Agency
POWER OF ATTORNEY

HE UNDERSIGNED does hereby appoint the following grantee:

(1) _____ of the following address: (2) _____
_____ in the county of: (3) _____ in the State of:

(4) _____ the attorney-in-fact for (5) _____

(insert grantor's name) in connection with the Farm Service Agency, Natural Resources Conservation Service Agency, or Commodity Credit Corporation programs checked below. NOTE: This power of attorney form is not valid for FSA Farm Loan Program purposes.

A. FSA, NRCS and CCC PROGRAMS

(Check applicable programs)

- 1. All current programs.
- 2. All current and all future programs.
- 3. Direct and Counter-Cyclical Program.
- 4. Average Crop Revenue Election Program.
- 5. Supplemental Revenue Assistance Payments Program (SURE).
- 6. Tree Assistance Program (TAP).
- 7. Livestock Indemnity Program (LIP).
- 8. Livestock Forage Disaster Program (LFP).
- 9. Emergency Assistance for Livestock, Honey Bees, and Farm-Raised Fish (ELAP).
- 10. Noninsured Crop Disaster Assistance Program.
- 11. Marketing Assistance Loans and Loan Deficiency Payments.
- 12. Milk Income Loss Contract Program.
- 13. Farm Storage Facility Loan Program.
- 14. FSA Conservation Programs.
- 15. NRCS Conservation Programs.
- 16. Tobacco Programs.
- 17. Other (Specify): _____

B. TRANSACTIONS for FSA, NRCS and CCC PROGRAMS

(Check applicable actions)

- 1. All actions.
- 2. Signing applications, agreements, and contracts.
- 3. Making reports.
- 4. Conducting all marketing assistance loan and LDP transactions.
- 5. AGI Certification
- 6. Routing Banking Accounts
- 7. Other (Specify): _____

This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to FCIC crop insurance policies. Checking any of the FCIC transactions does not have any impact as to the FSA, NRCS or CCC transactions checked above:

C. INSURED CROPS/STATE/COUNTY

(Enter "All" or specify each crop, state, county and year(s))

- 1. _____
- 3. _____
- 4. _____

D. CROP INSURANCE TRANSACTIONS

(Check applicable actions)

- 1. All actions.
- 2. Making application for insurance.
- 3. Reporting crop acreage and production reports.
- 4. Reporting a notice of damage or loss and making claim for indemnity.
- 5. Making transfers and cancellations.
- 6. Making contract changes.
- 7. Other (Specify): _____

This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA, NRCS or CCC as appropriate; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a USDA Service Center.

AUTHORIZED SIGNATURES

6A. Signature of Grantor (Individual)	6B. Signature Date (MM-DD-YYYY)	6C. For Grantor's Signature Continuation, check here <input type="checkbox"/> if FSA-211A is attached.
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) (By)	7B. Title/Relationship of Individual Signing in the Representative Capacity	7C. Signature Date (MM-DD-YYYY)
8. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature (a) _____ the State of (b) _____ the County of (c) _____		

FOR FSA USE ONLY

9A. Witness Signature (FSA Employee Only)	9B. Signature Date	9C. Official Position
10. This power of attorney was served to (a) _____ USDA Service Center, (b) State of _____ and became effective this (c) _____ day of (d) _____, (e) _____.		

NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.

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 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.

This form is available electronically.

FSA-211A
(12-17-08)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency - Natural Resources Conservation Service -
Federal Crop Insurance Corporation - Commodity Credit Corporation - Risk Management Agency
POWER OF ATTORNEY SIGNATURE CONTINUATION SHEET

Attachment Pages

_____ of _____

Attach to Form FSA-211

NOTE: *The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F- Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.*

1. Name of Attorney-In-Fact (Item (1) from FSA-211)	2. Name of Grantor (Item (5) from FSA-211)
---	--

AUTHORIZED SIGNATURES

3A. Signature of Grantor (By)	3B. Title/Relationship of Individual Signing in the Representative Capacity	3C. Signature Date
-------------------------------	---	--------------------

3D. Witness Signature (FSA Employee Only)	3E. Signature Date	3F. Official Position
---	--------------------	-----------------------

3G. Notary Public (this form **shall** be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
Signature: _____ the State of _____ the County of _____

4A. Signature of Grantor (By)	4B. Title/Relationship of Individual Signing in the Representative Capacity	4C. Signature Date
-------------------------------	---	--------------------

4D. Witness Signature (FSA Employee Only)	4E. Signature Date	4F. Official Position
---	--------------------	-----------------------

4G. Notary Public (this form **shall** be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
Signature: _____ the State of _____ the County of _____

5A. Signature of Grantor (By)	5B. Title/Relationship of Individual Signing in the Representative Capacity	5C. Signature Date
-------------------------------	---	--------------------

5D. Witness Signature (FSA Employee Only)	5E. Signature Date	5F. Official Position
---	--------------------	-----------------------

5G. Notary Public (this form **shall** be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
Signature: _____ the State of _____ the County of _____

6A. Signature of Grantor (By)	6B. Title/Relationship of Individual Signing in the Representative Capacity	6C. Signature Date
-------------------------------	---	--------------------

6D. Witness Signature (FSA Employee Only)	6E. Signature Date	6F. Official Position
---	--------------------	-----------------------

6G. Notary Public (this form **shall** be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
Signature: _____ the State of _____ the County of _____

7A. Signature of Grantor (By)	7B. Title/Relationship of Individual Signing in the Representative Capacity	7C. Signature Date
-------------------------------	---	--------------------

7D. Witness Signature (FSA Employee Only)	7E. Signature Date	7F. Official Position
---	--------------------	-----------------------

7G. Notary Public (this form **shall** be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
Signature: _____ the State of _____ the County of _____

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 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.

U. S. DEPARTMENT OF AGRICULTURE
Farm Service Agency - Natural Resources Conservation Service -
Commodity Credit Corporation - Federal Crop Insurance Corporation - Risk Management Agency
POWER OF ATTORNEY

THE UNDERSIGNED does hereby appoint the following grantee:

(1) John Farmer of the following address: (2) 123 Shady Pine Dr.
Coldwater in the county of: (3) Branch in the State of:

(4) Michigan the attorney-in-fact for (5) Frank Farmer

(insert grantor's name) in connection with the Farm Service Agency, Natural Resources Conservation Service Agency, or Commodity Credit Corporation programs checked below. NOTE: This power of attorney form is not valid for FSA Farm Loan Program purposes.

A. FSA, NRCS and CCC PROGRAMS

(Check applicable programs)

- 1. All current programs.
- 2. All current and all future programs.
- 3. Direct and Counter-Cyclical Program.
- 4. Average Crop Revenue Election Program.
- 5. Supplemental Revenue Assistance Payments Program (SURE).
- 6. Tree Assistance Program (TAP).
- 7. Livestock Indemnity Program (LIP).
- 8. Livestock Forage Disaster Program (LFP).
- 9. Emergency Assistance for Livestock, Honey Bees, and Farm-Raised Fish (ELAP).
- 10. Noninsured Crop Disaster Assistance Program.
- 11. Marketing Assistance Loans and Loan Deficiency Payments.
- 12. Milk Income Loss Contract Program.
- 13. Farm Storage Facility Loan Program.
- 14. FSA Conservation Programs.
- 15. NRCS Conservation Programs.
- 16. Tobacco Programs.
- 17. Other (Specify):

B. TRANSACTIONS for FSA, NRCS and CCC PROGRAMS

(Check applicable actions)

- 1. All actions.
- 2. Signing applications, agreements, and contracts.
- 3. Making reports.
- 4. Conducting all marketing assistance loan and LDP transactions.
- 5. AGI Certification
- 6. Routing Banking Accounts
- 7. Other (Specify):

This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to FCIC crop insurance policies. Checking any of the FCIC transactions does not have any impact as to the FSA, NRCS or CCC transactions checked above:

C. INSURED CROPS/STATE/COUNTY

(Enter "All" or specify each crop, state, county and year(s))

- 1. _____
- 2. _____
- 3. _____
- 4. _____

D. CROP INSURANCE TRANSACTIONS

(Check applicable actions)

- 1. All actions.
- 2. Making application for insurance.
- 3. Reporting crop acreage and production reports.
- 4. Reporting a notice of damage or loss and making claim for indemnity.
- 5. Making transfers and cancellations.
- 6. Making contract changes.
- 7. Other (Specify):

This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA, NRCS or CCC as appropriate; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a USDA Service Center.

AUTHORIZED SIGNATURES

6A. Signature of Grantor (Individual) <u>Frank Farmer</u>	6B. Signature Date (MM-DD-YYYY) <u>09/13/2010</u>	6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. <input type="checkbox"/>
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) (By)	7B. Title/Relationship of Individual Signing in the Representative Capacity	7C. Signature Date (MM-DD-YYYY)

8. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
Signature (a) _____ the State of (b) _____ the County of (c) _____

FOR FSA USE ONLY

9A. Witness Signature (FSA Employee Only)	9B. Signature Date	9C. Official Position
10. This power of attorney was served to (a) _____ USDA Service Center, (b) State of _____ and became effective this (c) _____ day of (d) _____, (e) _____.		

NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation, and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.

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 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.

This form is available electronically.

FSA-211A (12-17-08)	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency - Natural Resources Conservation Service - Federal Crop Insurance Corporation - Commodity Credit Corporation - Risk Management Agency POWER OF ATTORNEY SIGNATURE CONTINUATION SHEET	Attachment Pages ____ of ____
-------------------------------	--	----------------------------------

Attach to Form FSA-211

NOTE: *The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F- Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.*

1. Name of Attorney-In-Fact (Item (1) from FSA-211)	2. Name of Grantor (Item (5) from FSA-211)
---	--

AUTHORIZED SIGNATURES

3A. Signature of Grantor (By)	3B. Title/Relationship of Individual Signing in the Representative Capacity	3C. Signature Date
-------------------------------	---	--------------------

3D. Witness Signature (FSA Employee Only)	3E. Signature Date	3F. Official Position
---	--------------------	-----------------------

3G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
 Signature: _____ the State of _____ the County of _____

4A. Signature of Grantor (By)	4B. Title/Relationship of Individual Signing in the Representative Capacity	4C. Signature Date
-------------------------------	---	--------------------

4D. Witness Signature (FSA Employee Only)	4E. Signature Date	4F. Official Position
---	--------------------	-----------------------

4G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
 Signature: _____ the State of _____ the County of _____

5A. Signature of Grantor (By)	5B. Title/Relationship of Individual Signing in the Representative Capacity	5C. Signature Date
-------------------------------	---	--------------------

5D. Witness Signature (FSA Employee Only)	5E. Signature Date	5F. Official Position
---	--------------------	-----------------------

5G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
 Signature: _____ the State of _____ the County of _____

6A. Signature of Grantor (By)	6B. Title/Relationship of Individual Signing in the Representative Capacity	6C. Signature Date
-------------------------------	---	--------------------

6D. Witness Signature (FSA Employee Only)	6E. Signature Date	6F. Official Position
---	--------------------	-----------------------

6G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
 Signature: _____ the State of _____ the County of _____

7A. Signature of Grantor (By)	7B. Title/Relationship of Individual Signing in the Representative Capacity	7C. Signature Date
-------------------------------	---	--------------------

7D. Witness Signature (FSA Employee Only)	7E. Signature Date	7F. Official Position
---	--------------------	-----------------------

7G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).
 Signature: _____ the State of _____ the County of _____

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 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.

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for direct deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (<i>last, first, middle initial</i>)		D TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (<i>street, route, P.O. Box, APO/FPO</i>)		E DEPOSITOR ACCOUNT NUMBER	
CITY	STATE	ZIP CODE	
TELEPHONE NUMBER AREA CODE		F TYPE OF PAYMENT (<i>Check only one</i>)	
B NAME OF PERSON(S) ENTITLED TO PAYMENT		<input type="checkbox"/> Social Security	<input type="checkbox"/> Fed Salary/Mil. Civilian Pay
C CLAIM OR PAYROLL ID NUMBER		<input type="checkbox"/> Supplemental Security Income	<input type="checkbox"/> Mil. Active _____
Prefix	Suffix	<input type="checkbox"/> Railroad Retirement	<input type="checkbox"/> Mil. Retire. _____
PAYEE/JOINT PAYEE CERTIFICATION		<input type="checkbox"/> Civil Service Retirement (OPM)	<input type="checkbox"/> Mil. Survivor _____
I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		<input type="checkbox"/> VA Compensation or Pension	<input type="checkbox"/> Other _____
		<i>(specify)</i>	
		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (<i>if applicable</i>)	
		TYPE	AMOUNT
JOINT ACCOUNT HOLDERS' CERTIFICATION (optional)		I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
------------------------	---------------------------

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION		ROUTING NUMBER	CHECK DIGIT
		<input type="text"/>	<input type="checkbox"/>
		DEPOSITOR ACCOUNT TITLE	
FINANCIAL INSTITUTION CERTIFICATION			
I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.			
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

Financial institutions should refer to the GREEN BOOK for further instructions.

THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or record-keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property & Supply Section, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 or the Office of Management and Budget, Paperwork Reduction Project (1510-0007), Washington, D.C. 20503.

PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A, C, and F in Section 1 is printed on your government check:

- Ⓐ Be sure that the payee's name is written exactly as it appears on the check. Be sure current address is shown.
- Ⓒ Claim numbers and suffixes are printed here on checks beneath the date for the type of payment shown here. Check the Green Book for the location of prefixes and suffixes for other types of payments.
- Ⓔ Type of payment is printed to the left of the amount.

United States Treasury ¹⁵⁻⁵¹/₀₀₀
AUSTIN, TEXAS

Month Day Year
08 31 84

Check No.
0000 - 4157815

Pay to the order of
JOHN DOE
123 BRISTOL STREET
HAWKINS BRANCH, TX 76543

29-693-775-00-C

28 28
VA COMP

DOLLARS CTS
\$ 100 00

NOT NEGOTIABLE

@000000516: 041571926

SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until canceled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete the new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for direct deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (last, first, middle initial) Farmer, John L ADDRESS (street, route, P.O. Box, APO/FPO) 123 Shady Pine Dr. CITY STATE ZIP CODE Coldwater MT 49030 TELEPHONE NUMBER AREA CODE		D TYPE OF DEPOSITOR ACCOUNT <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
B NAME OF PERSON(S) ENTITLED TO PAYMENT John Farmer		E DEPOSITOR ACCOUNT NUMBER 123456	
C CLAIM OR PAYROLL ID NUMBER Prefix _____ Suffix _____		F TYPE OF PAYMENT (Check only one) <input type="checkbox"/> Social Security <input type="checkbox"/> Fed Salary/Mil. Civilian Pay <input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Mil. Active _____ <input type="checkbox"/> Railroad Retirement <input type="checkbox"/> Mil. Retire. _____ <input type="checkbox"/> Civil Service Retirement (OPM) <input type="checkbox"/> Mil. Survivor _____ <input checked="" type="checkbox"/> VA Compensation or Pension <input checked="" type="checkbox"/> Other <u>NRCS</u> (specify)	
PAYEE/JOINT PAYEE CERTIFICATION I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable) TYPE AMOUNT	
SIGNATURE DATE John Farmer 9/13/10		JOINT ACCOUNT HOLDERS' CERTIFICATION (optional) I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
SIGNATURE DATE _____ _____		SIGNATURE DATE _____ _____	

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME USDA-NRCS	GOVERNMENT AGENCY ADDRESS 250 Oak Lane Dr. Coldwater, MT 49030
--	---

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION First National Bank 1341 Gray Dogwood Blvd. Coldwater, MT 49036		ROUTING NUMBER 20215789	CHECK DIGIT 5
DEPOSITOR ACCOUNT TITLE Free Checking		FINANCIAL INSTITUTION CERTIFICATION I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.	
PRINT OR TYPE REPRESENTATIVE'S NAME Amy Smith	SIGNATURE OF REPRESENTATIVE Amy Smith	TELEPHONE NUMBER (123) 458-1120	DATE 9/13/10

Financial institutions should refer to the GREEN BOOK for further instructions.

THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or record-keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property & Supply Section, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 or the Office of Management and Budget, Paperwork Reduction Project (1510-0007), Washington, D.C. 20503.

PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A, C, and F in Section 1 is printed on your government check:

- (A) Be sure that the payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (C) Claim numbers and suffixes are printed here on checks beneath the date for the type of payment shown here. Check the Green Book for the location of prefixes and suffixes for other types of payments.
- (F) Type of payment is printed to the left of the amount.

United States Treasury ¹⁵⁻⁵¹/₅₀₀

Month Day Year
08 31 84

AUSTIN, TEXAS

Check No.
0000 - 4157815

Pay to the order of
JOHN DOE
123 BRISTOL STREET
HAWKINS BRANCH, TX 76543

29-693-775 00 C

28 28
VA COMP

DOLLARS CTS
\$ 100 00

NOT NEGOTIABLE

@000000518 04157192L*

SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until canceled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete the new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

At a Glance:
**Adjusted Gross Income
Provision**

October 2008

Overview

Adjusted gross income (AGI) is a calculation of an individual's or entity's adjusted gross income, averaged over the 3 tax years immediately preceding the year in which they are applying for payments and benefits.

The Farm Security and Rural Investment Act of 2002 (2002 Farm Bill) amended the Food Security Act of 1985 (1985 Farm Bill) by adding an AGI provision that limited the eligibility of certain individuals and entities for commodity and conservation programs benefits. Covered conservation programs included the Conservation Reserve Program, Conservation of Private Grazing Lands Program, Conservation Security Program, Environmental Quality Incentives Program, Farm and Ranch Lands Protection Program, Grassland Reserve Program, Wetlands Reserve Program, and Wildlife Habitat Incentives Program.

The 2002 AGI provision stated that an individual or entity was not eligible for program payments or benefits if the individual's or entity's average adjusted gross income exceeded \$2.5 million for the 3 tax years immediately preceding the applicable year, and less than 75 percent of the average AGI is derived from farming, ranching, or forestry operations.

AGI determinations remain in effect for the life of the contract, unless either a successor takes over the contract or income variables change.

Legislative Changes

The Food, Conservation, and Energy Act of 2008 (2008 Farm Bill) amends the AGI provision, lowering the limitation for commodity programs and establishing a separate and distinct AGI for conservation program benefits. The 2008 Farm Bill limits conservation program benefits to individuals or entities with an AGI of \$1 million per year or less, unless two-thirds of that money is derived from agriculture, ranching, or forestry operations. The limit is based on the 3 tax years immediately preceding the year of the original contract obligation. Under the provision, the Secretary of Agriculture may waive this limitation on a case-by-case basis, if it is determined that environmentally sensitive land of special significance would be protected or a producer's participation in the Agricultural Water Enhancement Program is essential for a project to achieve the objectives of the program.

Under the 2008 Farm Bill, the conservation program AGI now applies to the Chesapeake Bay Watershed Program, Agricultural Management Assistance Program, and Conservation Stewardship Program payments and benefits, as well the conservation programs identified in the 2002 Farm Bill with continuing authorization.

More Information

For more information and updates about AGI and other Farm Bill topics, please refer to the U.S. Department of Agriculture Web site www.usda.gov/farmbill or the Natural Resources Conservation Service Web site www.nrcs.usda.gov/programs/farmbill/2008.

This form is available electronically.

CCC-926 (11-20-08)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation
AVERAGE ADJUSTED GROSS INCOME (AGI) STATEMENT	

NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). Additionally, the authority for requesting this information is 7 CFR Part 1400 and 7 CFR Part 1410. The information requested is necessary for CCC to assist in determining eligibility for program benefits. Information about the average Adjusted Gross Income limitations can be found in the regulations at 7 CFR Part 1400. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation, and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. This information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246, Title I, Subtitle F – Administration). The provisions of criminal and civil fraud statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

2. Name and Address of Person or Legal Entity (Include Zip Code)	3. Identification Number (Last 4 digits of SSN or Tax ID No.)
--	---

NOTE: Please read and complete all items. Definitions of terms such as “nonfarm income” and “farm income” are contained on Page 2.

CERTIFICATION OF AVERAGE ADJUSTED GROSS INCOME

4. Select the program year for which program benefits are requested (Check only one).

A. <input type="checkbox"/> 2009	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2007, 2006 and 2005.	C. <input type="checkbox"/> 2011	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2009, 2008 and 2007.
B. <input type="checkbox"/> 2010	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2008, 2007, and 2006.	D. <input type="checkbox"/> 2012	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2010, 2009 and 2008.

5. Was the average adjusted gross nonfarm income \$500,000 or less for the applicable 3-year period for the program year selected in Item 4?

A. YES. B. NO

Was the average adjusted gross farm income \$750,000 or less for the applicable 3-year period for the program year selected in Item 4?

A. YES. B. NO

7. Was the average adjusted gross nonfarm income \$1,000,000 or less for the applicable 3-year period for the program year selected in Item 4?

A. YES B. NO

8. Was the average adjusted gross farm income for the applicable 3-year period selected in Item 4 at least 66.66 percent of the average adjusted gross income (that is, both farm and nonfarm income)?

A. YES B. NO *If “Yes” is checked, and if income includes the sale of farm equipment or production inputs and services to farmers, ranchers, foresters, and farm operations, see definition of Farm Income on Page 2.*

By signing this form:

- I acknowledge that I have read and reviewed all definitions and requirements on Page 2 of this form;
- I certify that all information contained within this certification is true and correct;
- I take responsibility to timely notify FSA in writing of any changes to the farming, ranching, or forestry operation, or a change in financial status that may affect this certification;
- I certify that my income certifications are consistent with the tax returns filed with the Internal Revenue Service (IRS) and with the definitions specified on Page 2 of this form;
- I agree that at least every three years beginning no later than for the 2011 program year, or the year this person or legal entity ceases operation if that occurs first, I will submit evidence such as tax records, business documents (for review only, not for retention), or a signed third-party verification deemed acceptable by CCC to verify the average adjusted gross income, average adjusted gross farm income, and average adjusted gross nonfarm income, and that I will take the necessary actions to provide such documents or certification;
- If requested, I agree to authorize CCC to obtain tax data from the IRS for AGI compliance verification purposes and I will take all necessary actions required by the terms and conditions of the IRS disclosure laws so that CCC can obtain such data.

9. Signature (By)	10. Title/Relationship (Individual Signing in the representative capacity)	11. Date (MM-DD-YYYY)
-------------------	--	-----------------------

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

GENERAL INFORMATION ON AVERAGE ADJUSTED GROSS INCOME

Qualifications related to income levels are a statutory payment eligibility provision for a number of commodity and conservation programs administered by CCC. This certification is needed to assist in program administration. Except as may be provided in applicable program regulations, any person or legal entity requesting certain program payments, either directly or indirectly, shall be subject to this provision. Any person or legal entity that is determined to have an average adjusted gross income that exceeds specified limits shall be ineligible for the program payment subject to that limit for the applicable crop, fiscal, or program year. Further, any covered benefit issued to a legal entity, general partnership, or joint venture shall be reduced by an amount that is commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity whose relevant average adjusted gross income for the relevant period exceeds the average adjusted gross income limit. These determinations will be made pursuant to, and subject to, regulations issued on behalf of the Secretary. As of the time this form was created, the applicable limits were as follows:

For commodity, price support benefits, disaster assistance programs, and for the Milk Income Loss Compensation Program, if the person or legal entity has:

- average adjusted gross nonfarm income greater than \$500,000, the person or legal entity is **not** eligible for payments and benefits from these programs.
- average adjusted gross farm income greater than \$750,000, the person or legal entity is **not** eligible for direct payments under the Direct and Counter-cyclical Program.

For new contracts or participation in conservation programs after October 1, 2008, if the person or legal entity has:

- average adjusted gross nonfarm income greater than \$1 million, the person or legal entity is **not** eligible, unless 66.66 percent or more of the average adjusted gross income is attributable to activities related to farming defined as "farm income" below.

Please note as indicated above that payments are further limited if persons and legal entities with an interest, either directly or indirectly, in a legal entity or partnership exceeds these same levels. Those persons and legal entities must also submit this form.

DEFINITIONS

Adjusted Gross Income is the individual's or legal entity's IRS-reported adjusted gross income. A three year average of that income will be computed for the three years of the relevant base period. Base periods vary by program year as indicated on the first page of this form.

Adjusted Gross Farm Income is for a year that part of the adjusted gross income that is farm income as defined below. The amount will be computed for each year separately and then averaged.

Adjusted Gross Nonfarm Income is the difference for the year between the filer's adjusted gross income and the filer's adjusted gross farm income. The difference shall be computed for each year of the base period, and then averaged.

Farm income means income related to the following: production of crops, livestock, fish and aquaculture for food; the feeding and rearing of livestock; products produced or derived from livestock; production of specialty crops and unfinished raw forestry products; processing, packing, storing and transporting farm, ranch and forestry commodities including renewable energy; production of farm-based renewable energy; the sale of land used for agriculture; sale of land or sale of easements and development rights to agricultural land, water and hunting rights, and environmental benefits; rental or lease of land or equipment used in farming, ranching, forestry operations; payments and benefits from risk management practices, crop insurance indemnities, catastrophic risk protection plans, conservation programs and government farm program payments. Proceeds from the sale of farm equipment and from production inputs to farmers and ranchers are generally considered nonfarm income. However, if for a year not less than 66.66 percent of the average adjusted gross income of the person or legal entity is derived from farming, ranching, or forestry operations, the person's or legal entity's farm income shall also include the sale of equipment to conduct farm, ranch, or forestry operations, and the production inputs and services to farmers, ranchers, foresters, and farm operations.

Legal Entity is a corporation, joint stock company, association, limited partnership, charitable organization, or similar entity, including any such entity or organization participating in the operation as a partner in a general partnership, a participant in a joint venture, a grantor in a revocable trust, or as a participant in a similar entity, including joint ventures and general partnerships as determined by the Secretary.

Program year means the relevant program year as determined by CCC, for which a specific benefit is made available under a program authorized by legislation such as the Direct and Counter-cyclical Program, Milk Income Loss Contract Program, Conservation Reserve Program, Noninsured Crop Disaster Assistance Program, Supplemental Revenue Assistance Program. FSA may require additional information as necessary to make the relevant program payments.

Third-party verification means a signed statement from a certified public accountant (CPA) or an attorney that the person or legal entity meets the applicable AGI provisions for payment eligibility.

HOW TO DETERMINE ADJUSTED GROSS INCOME

Person. For persons that file the IRS Form 1040, specific lines on that form represent the adjusted gross income and the income from farming, ranching or forestry operations.

Trust or Estate. For a trust or estate, the adjusted gross income is the total income and charitable contributions reported to IRS.

Corporation. For a corporation, the adjusted gross income is the total of the final taxable income and any charitable contributions reported to IRS.

Limited Partnership (LP), Limited Liability Company (LLC), Limited Liability Partnership (LLP) or Similar Entity. For an LP, LLC or LLP, the adjusted gross income is the total income from trade or business activities plus guaranteed payments to the members as reported to the IRS.

Tax-exempt Organization. For a tax-exempt organization, the adjusted gross income is the unrelated business taxable income excluding any income from non-commercial activities as reported to the IRS.

Example of CCC-927

<p>This form is available electronically.</p> <p>CCC-927 (10-26-09)</p> <p>U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation</p> <p style="text-align: center;">2009 and/or 2010 CONSENT TO DISCLOSURE OF TAX INFORMATION - INDIVIDUAL</p>		<p>Mail completed form to:</p> <p>Internal Revenue Service - USDA P.O. Box 24033 Fresno, CA 93779</p>
<p><small>The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a as amended). The authority for requesting the information identified on this form is 7 CFR Part 1400, Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility for program benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.</small></p> <p><small>This information collection is exempted from the Paperwork Reduction Act as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F-Administration).</small></p> <p><small>The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided. PLEASE MAIL COMPLETED FORM TO THE IRS AT THE ADDRESS PROVIDED ABOVE.</small></p>		
<p>1. Name and Address (Include Zip Code)</p> <p><i>(Use the same name and address as used for the return specified below)</i></p>	<p>2. Taxpayer Identification Number (TIN) <i>(Enter Social Security number or Individual Taxpayer Identification number)</i></p> <p style="text-align: center;">_ _ _ - _ _ - _ _ _</p>	
<p>CONSENT TO DISCLOSURE OF TAX INFORMATION</p> <p>Pursuant to 26 U.S.C. § 6103, I hereby authorize the Internal Revenue Service (IRS) to review the following items of "return information" (as defined in 26 U.S.C. § 6103(b)(2)) from my income tax returns for the taxable years indicated below in box 3:</p> <p><u>Form 1040 and 1040NR filers:</u> farm income or loss; adjusted gross income <u>Form 1041 filers:</u> farm income or loss, charitable contributions, income distribution deductions, exemptions, adjusted total income; total income</p> <p>I understand the IRS will review these items of return information in order to perform calculations, the results of which I authorize to be disclosed to officers and employees of the United States Department of Agriculture (USDA) for their use in determining my eligibility for specified payments for various commodity and conservation programs. The calculations performed by the IRS use a methodology prescribed by the USDA. In addition, I am aware that the USDA may use the information received for compliance purposes related to this eligibility determination, including referrals to the Department of Justice.</p> <p>Specifically, the IRS will disclose to the USDA my name and TIN, and inform the USDA if, pursuant to its calculations, the average Adjusted Gross Income (AGI) is above or below eligibility requirements as prescribed by the Food, Conservation and Energy Act of 2008. The IRS will also disclose to the USDA the type of return from which the information used for the calculations was obtained.</p> <p>If the IRS is unable to locate the specified return that matches the taxpayer identity information provided above, or if IRS records indicate that no return has been filed, for any of the taxable years listed below, the IRS may disclose that it was unable to locate a return, or that a return was not filed, for those years, whichever is applicable.</p>		
<p>3. Check the appropriate box(es) (You may check one or both boxes)</p> <p><input type="checkbox"/> For 2009 program payment eligibility: The applicable 3-year period for calculation of the average AGI will be the taxable years of 2007, 2006 and 2005.</p> <p><input type="checkbox"/> For 2010 program payment eligibility: The applicable 3-year period for calculation of the average AGI will be the taxable years of 2008, 2007 and 2006.</p>		
<p>- Do not sign this form unless all applicable boxes have been completed. - If not signed and dated, this consent to disclosure of tax information will be returned, which may delay the receipt of any program benefits. - I am aware that without this signed and dated consent to disclosure, my returns and return information are confidential and are protected by law under the Internal Revenue Code. - It is my responsibility to timely mail this completed form to the IRS at the address provided.</p>		
<p>4. Signature</p>	<p>5. Date (MM-DD-YYYY)</p>	
<p><small>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 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 Adjudication and Compliance, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 845-6136 (Spanish) or (800) 877-8339 (TDD) or (866) 377-8642 (Federal-relay). USDA is an equal opportunity provider and employer.</small></p>		

Example of CCC-927 (Continued)

CCC-927 (10-26-09)

Page 2 of 2

Instructions for CCC-927 2009 and 2010 Consent to Disclosure of Tax Information - Individual

This consent form allows the IRS's access to, and use of, certain items of return information to perform calculations, using a methodology prescribed by the USDA, that will assist the USDA in its verification of a program participant's compliance with the adjusted gross income (AGI) limitations necessary for participation in and receipt of commodity, conservation, price support or disaster program benefits. This form also permits the USDA to receive certain items of return information for its eligibility determination. See page 2 of the form CCC-926, Average Adjusted Gross Income Statement, for definitions, eligibility requirements, and examples.

This disclosure consent authorizes the disclosure of tax information for only the time period specified. Each item of information requested on this form is needed for the IRS to: (1) locate, and verify, your tax information; (2) perform the requisite Average AGI calculations; and (3) provide the USDA with your name and TIN, the type of return from which the specified items were located for use in the calculation, and whether or not the average AGI is above or below eligibility requirements. The IRS will not provide the USDA with any of the items of return information specified on this consent form that it uses to perform the calculations or the average AGI figure.

Be sure to: (1) type or print legibly; (2) complete all applicable boxes; and (3) SIGN AND DATE the form. The IRS must receive this form within 60 days of your signature. If this form is not signed and dated, or is otherwise incomplete, this consent will not be accepted by the IRS and will be returned to you. This may result in a delay in your receiving any program payments and benefits that you have requested.

The customer submitting this form is the only person authorized to sign this consent. An approved Power of Attorney (Form FSA-211) on file with USDA to sign for other customers for program transactions cannot be used for this form.

Submit the original of the completed form in hard copy directly to IRS at the address listed on the front of the form.

Do not submit this form to the local USDA Service Center.

If you have any questions, contact your local USDA Service Center. Do not contact the IRS.

Complete Boxes 1, 2 and 3; Read all acknowledgements; Sign and date in Boxes 4 and 5.

Field Name / Box No.	Instruction
1 Person's Name and Address	Enter the person's name and address for commodity, conservation, price support, or disaster program benefits. <i>Please enter the name and address as it appears on the specified returns filed for the taxable years listed in Box 3.</i>
2 Taxpayer Identification Number	In the format provided, enter the complete taxpayer identification number of the person identified in Box 2. <i>This will be either a Social Security Number or an Individual Taxpayer Identification Number.</i>
3 Tax Years	Check the appropriate box(es) to indicate the 3-year period(s) used for the determination of the average adjusted gross income for payment eligibility. This also indicates the years for which this consent allows access to tax information.
4 Signature	Read the acknowledgments, responsibilities and authorizations, <i>before</i> affixing your signature. <i>This form must be signed only by the individual identified in Box 1.</i>
5 Date	Enter the signature date in month, day and year. <i>In order for the IRS to provide USDA with the information described in this consent form, the IRS must receive this form within 60 days of your signature.</i>

Example of CCC-928

This form is available electronically. CCC-928 (10-26-09)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation 2009 and/or 2010 CONSENT TO DISCLOSURE OF TAX INFORMATION – LEGAL ENTITY	Mail completed form to: Internal Revenue Service - USDA P. O. Box 24033 Fresno, CA 93779
The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a as amended): The authority for requesting the information identified on this form is 7 CFR Part 1400, Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility for program benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.			
This information collection is exempted from the Paperwork Reduction Act as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F-Administration).			
The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided. PLEASE MAIL COMPLETED FORM TO THE IRS AT THE ADDRESS PROVIDED ABOVE.			
1. Name and Address of legal entity (Include Zip Code) (Use the same name and address as used for the return specified below)	2. Taxpayer Identification Number (TIN) (Enter Employer Identification Number) _____		
CONSENT TO DISCLOSURE OF TAX INFORMATION			
Pursuant to 26 U.S.C. § 6103, I hereby authorize the Internal Revenue Service (IRS) to review the following items of "return information" (as defined in 26 U.S.C § 6103(b)(2)) from the returns (as specified below) of the legal entity identified in Box 1 for the taxable years indicated below in Box 3:			
Form 1041 filers: farm income or loss, charitable contributions, income distribution deductions, exemptions, adjusted total income; total income Form 1065 filers: guaranteed payments to partners, ordinary business income Form 1120, 1120A, 1120C filers: charitable contributions, taxable income Form 1120S filers: ordinary business income Form 990T: unrelated business taxable income			
I understand the IRS will review these items of return information in order to perform calculations, the results of which I authorize to be disclosed to officers and employees of the United States Department of Agriculture (USDA) for use in determining the legal entity's eligibility for specified payments for various commodity and conservation programs. The calculations performed by the IRS use a methodology prescribed by the USDA. In addition, I am aware that the USDA may use the information received for compliance purposes related to this eligibility determination, including referrals to the Department of Justice.			
Specifically, the IRS will disclose to the USDA the legal entity's name and TIN, and inform the USDA if, pursuant to its calculations, the average Adjusted Gross Income (AGI) is above or below eligibility requirements as prescribed by the Food, Conservation and Energy Act of 2008. The IRS will also disclose to the USDA the type of return from which the information used for the calculations was obtained.			
If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the specified return has not been filed, for any of the taxable years listed below, the IRS may disclose that it was unable to locate a return, or that a return was not filed, for those years, whichever is applicable.			
3. Check the appropriate box(es) (You may check one or both boxes)			
<input type="checkbox"/> For 2009 program payment eligibility: The applicable 3-year period for calculation of the average AGI will be the taxable years of 2007, 2006 and 2005.			
<input type="checkbox"/> For 2010 program payment eligibility: The applicable 3-year period for calculation of the average AGI will be the taxable years of 2008, 2007 and 2006.			
<ul style="list-style-type: none"> - Do not sign and date unless all boxes have been completed. - If not signed and dated, this consent to disclosure of tax information will be returned, which may delay the receipt of program benefits. - I am aware that without this consent to disclosure, the returns and return information of the legal entity identified in Box 1 are confidential and are protected by law under the Internal Revenue Code. - By my signature below, I certify that I am authorized under applicable state law to execute this consent on behalf of the legal entity identified in Box 1. - It is my responsibility to timely mail this completed form to the IRS at the address provided. 			
4. Signature (By)	5. Title/Relationship of the Individual if Signing in a Representative Capacity	6. Date (MM-DD-YYYY)	
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 845-6136 (Spanish) or (800) 877-8339 (TDD) or (866) 377-8642 (Federal-relay). USDA is an equal opportunity provider and employer.			

Example of CCC-928 (Continued)

CCC-928 (10-26-09)

Page 2 of 2

Instructions for CCC-928 2009 and 2010 Consent to Disclosure of Tax Information – Legal Entity

This consent form allows IRS's access to, and use of, certain items of return information to perform calculations, using a methodology prescribed by the USDA, that will assist USDA in its verification of a program participant's compliance with the adjusted gross income (AGI) limitations necessary for participation in, and receipt of, commodity, conservation, price support or disaster program benefits. This form also permits the USDA to receive certain items of return information for its eligibility determination. See page 2 of the form CCC-926, Average Adjusted Gross Income Statement, for definitions, eligibility requirements and examples.

This consent form authorizes the disclosure of these items of return information for only the time period specified. Each item of information requested on this form is needed for the IRS to (1) locate, and verify, your tax information; (2) perform the requisite Average AGI calculations; and (3) provide the USDA with the legal entity's name and Taxpayer Identification Number (TIN), the type of return from which the specified items were located for use in the calculation, and whether or not the average AGI is above or below eligibility requirements. The IRS will not provide the USDA with any of the items specified on this consent form that it uses to perform the calculations or the average AGI figure.

Be sure to: (1) type or print legibly; (2) complete all applicable boxes; and (3) SIGN AND DATE the form. The IRS must receive this form within 60 days of your signature. If this form is not signed and dated, or is otherwise incomplete, this consent will not be accepted by the IRS and will be returned to you. This may result in a delay in your receiving any program payments and benefits that you have requested.

This form can only be signed by the person authorized under state law to sign this consent for the legal entity identified in box 1. An approved Power of Attorney (Form FSA-211) on file with USDA to sign for other customers for program transactions cannot be used for this form.

Submit the original of the completed form in hard copy directly to the IRS at this address listed on the form.

Do not submit this form to the local USDA Service Center.

If you have any questions, contact your local USDA Service Center. Do not contact the IRS.

Complete Boxes 1, 2, and 3 ; Read all acknowledgements; Sign, complete, and date Boxes 4 through 6.

Field Name/ Box No.	Instruction
1 Legal entity's Name and Address	Enter the legal entity's name and address for commodity, conservation and price support program benefits. <i>Please enter the same name and address as it appears on the returns filed for the taxable years checked in Box 3.</i>
2 Taxpayer Identification Number	In the format provided, enter the complete tax identification number of the legal entity identified in Box 1. <i>This will be an Employer Identification Number.</i>
3 Tax Years	Check the appropriate box(es) to indicate the 3-year period(s) used for the determination of the average adjusted gross income for payment eligibility. This also indicates the years for which this consent allows access to tax information.
4 Signature	Read the acknowledgments, responsibilities and authorizations, <i>before</i> affixing signature. <i>This form must be signed only by the individual authorized under State law to represent the legal entity identified in Box 1.</i>
5 Title	Enter title or relationship to the legal entity identified in Box 1.
6 Date	Enter the signature date in month, day and year. <i>In order for the IRS to provide USDA with the information described in the consent form, the IRS must receive this form within 60 days of your signature.</i>

This form is available electronically.

CCC-926 (11-20-08)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. County FSA Office or Service Center Address (Include Zip Code) Branch County FSA 387 Cottonwood Dr. Coldwater, MI 49036
AVERAGE ADJUSTED GROSS INCOME (AGI) STATEMENT		

NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). Additionally, the authority for requesting this information is 7 CFR Part 1400 and 7 CFR Part 1410. The information requested is necessary for CCC to assist in determining eligibility for program benefits. Information about the average Adjusted Gross Income limitations can be found in the regulations at 7 CFR Part 1400. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation, and Energy Act, the Privacy Act or 1974, the E-Government Act of 2002, and related authorities. This information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246, Title I, Subtitle F – Administration). The provisions of criminal and civil fraud statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

2. Name and Address of Person or Legal Entity (Include Zip Code) John Farmer 123 Shady Pine Dr. Coldwater, MI 49036	3. Identification Number (Last 4 digits of SSN or Tax ID No.) 0522
--	---

NOTE: Please read and complete all items. Definitions of terms such as "nonfarm income" and "farm income" are contained on Page 2.

CERTIFICATION OF AVERAGE ADJUSTED GROSS INCOME

4. Select the program year for which program benefits are requested (Check only one).

A. <input type="checkbox"/> 2009	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2007, 2006 and 2005.	C. <input checked="" type="checkbox"/> 2011	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2009, 2008 and 2007.
B. <input type="checkbox"/> 2010	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2008, 2007, and 2006.	D. <input type="checkbox"/> 2012	The applicable 3-year period for calculation of the average AGI will be the taxable years of 2010, 2009 and 2008.

5. Was the average adjusted gross nonfarm income \$500,000 or less for the applicable 3-year period for the program year selected in Item 4?

A. YES. B. NO

6. Was the average adjusted gross farm income \$750,000 or less for the applicable 3-year period for the program year selected in Item 4?

A. YES. B. NO

7. Was the average adjusted gross nonfarm income \$1,000,000 or less for the applicable 3-year period for the program year selected in Item 4?

A. YES. B. NO

8. Was the average adjusted gross farm income for the applicable 3-year period selected in Item 4 at least 66.66 percent of the average adjusted gross income (that is, both farm and nonfarm income)?

A. YES. B. NO *If "Yes" is checked, and if income includes the sale of farm equipment or production inputs and services to farmers, ranchers, foresters, and farm operations, see definition of Farm Income on Page 2.*

By signing this form:

- I acknowledge that I have read and reviewed all definitions and requirements on Page 2 of this form;
- I certify that all information contained within this certification is true and correct;
- I take responsibility to timely notify FSA in writing of any changes to the farming, ranching, or forestry operation, or a change in financial status that may affect this certification;
- I certify that my income certifications are consistent with the tax returns filed with the Internal Revenue Service (IRS) and with the definitions specified on Page 2 of this form;
- I agree that at least every three years beginning no later than for the 2011 program year, or the year this person or legal entity ceases operation if that occurs first, I will submit evidence such as tax records, business documents (for review only, not for retention), or a signed third-party verification deemed acceptable by CCC to verify the average adjusted gross income, average adjusted gross farm income, and average adjusted gross nonfarm income, and that I will take the necessary actions to provide such documents or certification;
- If requested, I agree to authorize CCC to obtain tax data from the IRS for AGI compliance verification purposes and I will take all necessary actions required by the terms and conditions of the IRS disclosure laws so that CCC can obtain such data.

9. Signature (By) John Farmer	10. Title/Relationship (Individual Signing in the representative capacity) Self	11. Date (MM-DD-YYYY) 09/13/2010
----------------------------------	--	-------------------------------------

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 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.

GENERAL INFORMATION ON AVERAGE ADJUSTED GROSS INCOME

Limitations related to income levels are a statutory payment eligibility provision for a number of commodity and conservation programs administered by CCC. This certification is needed to assist in program administration. Except as may be provided in applicable program regulations, any person or legal entity requesting certain program payments, either directly or indirectly, shall be subject to this provision. Any person or legal entity that is determined to have an average adjusted gross income that exceeds specified limits shall be ineligible for the program payment subject to that limit for the applicable crop, fiscal, or program year. Further, any covered benefit issued to a legal entity, general partnership, or joint venture shall be reduced by an amount that is commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity whose relevant average adjusted gross income for the relevant period exceeds the average adjusted gross income limit. These determinations will be made pursuant to, and subject to, regulations issued on behalf of the Secretary. As of the time this form was created, the applicable limits were as follows:

For commodity, price support benefits, disaster assistance programs, and for the Milk Income Loss Compensation Program, if the person or legal entity has:

- average adjusted gross **nonfarm income** greater than \$500,000, the person or legal entity is **not** eligible for payments and benefits from these programs.
- average adjusted gross **farm income** greater than \$750,000, the person or legal entity is **not** eligible for direct payments under the Direct and Counter-cyclical Program.

For new contracts or participation in conservation programs after October 1, 2008, if the person or legal entity has:

- average adjusted gross **nonfarm income** greater than \$1 million, the person or legal entity is **not** eligible, unless 66.66 percent or more of the average adjusted gross income is attributable to activities related to farming defined as "farm income" below.

Please note as indicated above that payments are further limited if persons and legal entities with an interest, either directly or indirectly, in a legal entity or partnership exceeds these same levels. Those persons and legal entities must also submit this form.

DEFINITIONS

Adjusted Gross Income is the individual's or legal entity's IRS-reported adjusted gross income. A three year average of that income will be computed for the three years of the relevant base period. Base periods vary by program year as indicated on the first page of this form.

Adjusted Gross Farm Income is for a year that part of the adjusted gross income that is farm income as defined below. The amount will be computed for each year separately and then averaged.

Adjusted Gross Nonfarm Income is the difference for the year between the filer's adjusted gross income and the filer's adjusted gross farm income. The difference shall be computed for each year of the base period, and then averaged.

Farm income means income related to the following: production of crops, livestock, fish and aquaculture for food; the feeding and rearing of livestock; products produced or derived from livestock; production of specialty crops and unfinished raw forestry products; processing, packing, storing and transporting farm, ranch and forestry commodities including renewable energy; production of farm-based renewable energy; the sale of land used for agriculture; sale of land or sale of easements and development rights to agricultural land, water and hunting rights, and environmental benefits; rental or lease of land or equipment used in farming, ranching, forestry operations; payments and benefits from risk management practices, crop insurance indemnities, catastrophic risk protection plans, conservation programs and government farm program payments. Proceeds from the sale of farm equipment and from production inputs to farmers and ranchers are generally considered nonfarm income. However, if for a year not less than 66.66 percent of the average adjusted gross income of the person or legal entity is derived from farming, ranching, or forestry operations, the person's or legal entity's farm income shall also include the sale of equipment to conduct farm, ranch, or forestry operations, and the production inputs and services to farmers, ranchers, foresters, and farm operations.

Legal Entity is a corporation, joint stock company, association, limited partnership, charitable organization, or similar entity, including any such entity or organization participating in the operation as a partner in a general partnership, a participant in a joint venture, a grantor in a revocable trust, or as a participant in a similar entity, including joint ventures and general partnerships as determined by the Secretary.

Program year means the relevant program year as determined by CCC, for which a specific benefit is made available under a program authorized by legislation such as the Direct and Counter-cyclical Program, Milk Income Loss Contract Program, Conservation Reserve Program, Noninsured Crop Disaster Assistance Program, Supplemental Revenue Assistance Program. FSA may require additional information as necessary to make the relevant program payments.

Third-party verification means a signed statement from a certified public accountant (CPA) or an attorney that the person or legal entity meets the applicable AGI provisions for payment eligibility.

HOW TO DETERMINE ADJUSTED GROSS INCOME

Person. For persons that file the IRS Form 1040, specific lines on that form represent the adjusted gross income and the income from farming, ranching or forestry operations.

Trust or Estate. For a trust or estate, the adjusted gross income is the total income and charitable contributions reported to IRS.

Corporation. For a corporation, the adjusted gross income is the total of the final taxable income and any charitable contributions reported to IRS.

Limited Partnership (LP), Limited Liability Company (LLC), Limited Liability Partnership (LLP) or Similar Entity. For an LP, LLC or LLP, the adjusted gross income is the total income from trade or business activities plus guaranteed payments to the members as reported to the IRS.

Tax-exempt Organization. For a tax-exempt organization, the adjusted gross income is the unrelated business taxable income excluding any income from non-commercial activities as reported to the IRS.

At a Glance:
**Environmental Quality
Incentives Program**

May 2008

Overview

The Environmental Quality Incentives Program (EQIP) is a voluntary program that provides financial and technical assistance to farmers and ranchers who face threats to soil, water, air, and related natural resources on their land. Through EQIP, the Natural Resources Conservation Service (NRCS) provides financial incentives to producers to promote agricultural production and environmental quality as compatible goals, optimize environmental benefits, and help farmers and ranchers meet Federal, State, Tribal, and local environmental regulations.

Legislative Changes

The Food, Conservation, and Energy Act of 2008 (2008 Farm Bill) clarifies EQIP purposes to include forest management and energy conservation, as well as practices related to organic production and fuels management.

The 2008 Farm Bill authorizes increased payments for socially disadvantaged farmers or ranchers in addition to beginning and limited resource producers – up to 90 percent. It further allows these individuals to receive in advance up to 30 percent of the amount needed for purchasing materials or contracting.

Priority will be given to water conservation or irrigation efficiency applications that will reduce water use or where the producer agrees not to use any associated water savings to bring new land under irrigation production.

Assistance to organic production operations will be based on producers agreeing to develop

and carry out organic system plans. Payments for conservation practices related to organic production may not exceed \$20,000 per year or \$80,000 during any 6-year period.

The overall payment limitation is reduced to \$300,000 per person or legal entity over a 6-year period. The Secretary of Agriculture may raise the limitation to \$450,000 for projects of special environmental significance, including those involving methane digesters.

Applications that improve conservation practices or systems already in place at the time of offer acceptance will be given priority. Offers shall be grouped by similar crop or livestock operations for evaluation purposes.

Funding for each fiscal year is authorized as follows: \$1.2 billion for 2008; \$1.337 billion for 2009; \$1.45 billion for 2010; \$1.588 billion for 2011; and \$1.75 billion for 2012.

More Information

For more information and updates about EQIP and other Farm Bill topics, please refer to the U.S. Department of Agriculture Web site <http://www.usda.gov/farmbill> or the Natural Resources Conservation Service Web site <http://www.nrcs.usda.gov/programs/eqip>.

Fact Sheet: Environmental Quality Incentives Program

May 2009

Overview

The Environmental Quality Incentives Program (EQIP) is a voluntary conservation program that provides financial and technical assistance to farmers and ranchers who face threats to soil, water, air, and related natural resources on their land. Through EQIP, the Natural Resources Conservation Service (NRCS) develops contracts with agricultural producers to implement conservation practices to address environmental natural resource problems. Payments are made to producers once conservation practices are completed according to NRCS requirements.

Eligibility

Persons engaged in livestock or agricultural production and owners of non-industrial private forestland are eligible for the program. Eligible land includes cropland, rangeland, pastureland, private non-industrial forestland, and other farm or ranch lands. Persons interested in entering into a cost-share agreement with the U.S. Department of Agriculture (USDA) for EQIP assistance may file an application at any time. Applicants must:

- Be an agricultural producer;
- Be in compliance with the highly erodible land and wetland conservation provisions of the Farm Bill; and
- Develop an EQIP plan of operations, including:
 - The participant's specific conservation and environmental objectives to be achieved;

- One or more conservation practices in the conservation management system to be implemented to achieve the conservation and environmental objectives; and
- The schedule for implementing the conservation practices.

If an EQIP contract includes an animal waste storage or treatment facility, the participant must implement a comprehensive nutrient management plan (CNMP). If an EQIP plan of operations addresses non-industrial private forestland, the participant must implement a forest management plan.

How EQIP Works

NRCS works with the participant to develop the EQIP plan of operations. This plan becomes the basis of the EQIP contract between NRCS and the participant. NRCS provides conservation practice payments to landowners under these contracts that can be up to 10 years in duration.

The EQIP objective to optimize environmental benefits is achieved through a process that begins with National priorities that address:

- Impaired water quality;
- Conservation of ground and surface water resources;
- Improvement of air quality;
- Reduction of soil erosion and sedimentation; and
- Improvement or creation of wildlife habitat for at-risk species.

These priorities are used by the NRCS Chief to allocate available EQIP funds to State Conservationists. The State Conservationist, with advice from the State Technical Committee, identifies the priority natural resource concerns in the State that will be used to help guide which applicants are awarded EQIP assistance. After identifying the priority natural resource concerns, the State Conservationist, with advice from the State Technical Committee, decides how funds will be allocated, what practices will be offered, what the payment rates will be, the ranking process used to prioritize contracts, and which of these authorities will be delegated to the local level. The local designated conservationist, with the advice of local work groups, adapts the State program to local conditions. As a result, EQIP can be different between States and even between counties.

The selection of eligible conservation practices and the development of a ranking process to evaluate applications are the final steps in the optimization process. Applications will be ranked based on a number of factors, including the environmental benefits and cost effectiveness of the proposal. More information regarding State and local EQIP implementation can be found at www.nrcs.usda.gov/programs/eqip.

Program payments are limited to a person or entity to \$300,000 for all contracts entered into during any 6-year period. This limitation includes unpaid prior year contract obligations as of October 1, 2008, as well as new contract obligations. For the purpose of applying this requirement, the 6-year period will include those payments made in fiscal years 2009-2014. Payments received for technical assistance shall be excluded from this limitation. Payment limitations for organic production may not exceed an aggregate \$20,000 per year or \$80,000 during any 6-year period for installing conservation practices.

Legislative and Regulatory Changes

Forest management and conservation practices related to organic production have been given

stronger emphasis in EQIP. Assistance to producers is authorized for installing and maintaining conservation practices that sustain food and fiber production while enhancing soil, water, and related natural resources including grazing land, forestland, wetland, wildlife, and conserving energy.

Conservation activities now authorize the development of CNMPs and other plans as determined by the Secretary of Agriculture.

Eligibility for an increased payment rate is expanded to include socially disadvantaged farmers and ranchers in addition to previously authorized beginning and limited resource farmers and ranchers. It further allows these producers to receive advance payment up to 30 percent of the amount determined for the purpose of purchasing materials and services.

For water conservation or irrigation efficiency practices, NRCS will give priority for payment to practices that reduce water use in the operation of a producer who agrees not to use any associated savings to bring new land under irrigation production.

More Information

For more information and updates about EQIP and other Farm Bill topics, please visit the USDA Web site at www.usda.gov/farmbill or the NRCS Web sites at www.nrcs.usda.gov/programs/farmbill/2008 and www.nrcs.usda.gov/programs/eqip.

At a Glance:

Conservation Opportunities for:

- Socially Disadvantaged Farmers and Ranchers
- Beginning Farmers and Ranchers
- Limited Resource Farmers and Ranchers

May 2008

Overview

The Food, Conservation, and Energy Act of 2008 (2008 Farm Bill) continues to address the unique circumstances and concerns of socially disadvantaged farmers and ranchers, as well as beginning and limited resource farmers and ranchers. It provides for voluntary participation, offers incentives, and focuses on equity in accessing U.S. Department of Agriculture (USDA) programs and services. Enhancements include streamlined delivery of technical and financial assistance; improved programs and services; and flexibility in decision making (with most decisions made at the Tribal, State, or local level).

Legislative Changes

The 2008 Farm Bill authorizes the Secretary of Agriculture to set aside:

- 5 percent of available Environmental Quality Incentives Program (EQIP) funds to assist beginning farmers or ranchers and 5 percent to assist socially disadvantaged farmers or ranchers; and
- 5 percent of available Conservation Stewardship Program (CSP) acres to assist beginning farmers or ranchers and 5 percent to assist socially disadvantaged farmers or ranchers.

The Secretary is authorized to “repool” unused funds and acres set aside for these groups and make them available to all applicants.

The 2008 Farm Bill also authorizes the Secretary of Agriculture to provide up to 90 percent of the costs associated with planning and implementing conservation measures for socially disadvantaged and beginning farmers or ranchers. In addition, up to 30 percent of such payments may be provided in advance for purchasing materials or contracting.

Title II of the 2008 Farm Bill defines a socially disadvantaged farmer or rancher as “a member of a socially disadvantaged group whose members have been subjected to racial or ethnic prejudice because of their identity as members of the group without regard to their individual qualities.” This is a change from the definition used by USDA under the Consolidated Farm and Rural Development Act, which also includes gender in the definition.

More Information

For more information about these and other Farm Bill topics, please refer to the U.S. Department of Agriculture Web site <http://www.usda.gov/farmbill> or the Natural Resources Conservation Service Web site <http://www.nrcs.usda.gov/programs>.

CONSERVATION PROGRAM APPLICATION

Name:	Application Number:
Address:	Application Date:
	County and State:
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 checked="" type="checkbox"/> Environmental Quality Incentives Program (EQIP)
<input 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 is necessary for federal grants or contracts to entities equal to or more than \$25,000. If you do not have a number, information is available at <http://fedgov.dnb.com/webform/displayHomePage.do>

DUNS Number:

5. Is the land being offered for enrollment used for crop 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

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 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?

11. Yes No If applying for the EQIP, are you engaged in livestock or agricultural production, and have you produced at least \$1000 of agricultural products in a year?

(Forest agricultural producers may select yes as they are exempt from the \$1,000 requirement)

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.

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

Applicant Signature	Date
---------------------	------

PUBLIC BURDEN STATEMENT

In accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). This information is used to track contract or agreement progress. The authority for requesting the following information is 7 CFR 630 (Long Term Contracting); 7 CFR 1410 (CRP); 7 CFR 631 and 702 (IEQIP); 7 CFR 636 (WHIP); 7 CFR 622 (WPFPP); 7 CFR 1465 (AMA); 7 CFR 1469 (CSP); 7 CFR 625 (HFR); 7 CFR 1494 (FRPP); and 7 CFR 1467 (WRP). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

**APPENDIX TO FORM NRCS-CPA-1202
CONSERVATION PROGRAM CONTRACT**

**For
Environmental Quality Incentives Program (EQIP)**

1 PROGRAM ELIGIBILITY REQUIREMENTS

- A** The Participant must complete and file Form AD-1026 (Highly Erodible Land Conservation and Wetland Conservation Certification) and meet the requirements set forth therein, in accordance with 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 requirements set forth in the Highly Erodible Land Conservation-Wetland Conservation (HELC-WC) provisions. AMA participants are not required to meet the HELC-WC provisions.
- B** The Participant must meet the requirements of, complete and file Form CCC-926 (Payment Eligibility Average Adjusted Gross Income Certification). By signing this Contract, the Participant certifies that the Participant has met the requirements of, completed and filed Form CCC-926. A person or legal entity shall not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the average adjusted gross non-farm income of the person or legal entity exceeds \$1,000,000, unless not less than 66.66 percent of the average adjusted gross income of the person or legal entity is average adjusted gross farm income. 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 an average adjusted gross income, average adjusted gross farm income, or average adjusted gross non-farm income in excess of the applicable limitation specified.
- C** The Participant must complete and file Form CCC-501A (Member's Information), or its equivalent, if the Participant represents a business classified as an entity or joint operation by the U.S. Department of Agriculture (USDA) under 7 CFR part 1400.
- D** The Participant must have control of the land for this Contract period. By signing this Contract, the Participant certifies that the Participant 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. Where applicable, the Bureau of Indian Affairs and the Natural Resources Conservation Service (NRCS) will determine Tribal land eligibility.
- E** The Participant shall not be eligible for Contract payments for any of the following: (1) practices that are required to meet HELC and WC compliance requirements found in 7 CFR part 12 (not applicable to AMA participant); (2) practices that are included in maintenance agreements

(with financial reimbursements for maintenance) that existed prior to participation; (3) a non-land based structure that is not integral to a land based practice; and (4) practices that were applied with financial assistance through any other USDA conservation program.

F Land otherwise eligible for the covered conservation programs shall not be eligible if the land is subject to a deed or other restriction prohibiting the application of the conservation plan and associated practices, 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 practices 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. In regard to WHIP, NRCS shall not provide cost-share assistance for conservation practices or activities on public land.

G The Participant is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices 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 eligible land 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 financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider (TSP) before this Contract is executed by CCC unless a waiver is approved by NRCS. The Participant may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS State Conservationist (STC), or designee;
- (3) Secure funding for the desired services of a TSP through contract development or contract modification with NRCS before engaging the services of a TSP;
- (4) Apply or commence a financially assisted practice within the first 12 months from the date this Contract is signed by NRCS.

- (5) Complete all practices at least one year before the expiration date of the Contract;
- (6) Establish conservation practices or activities described in this Contract as scheduled, to operate and maintain these practices or 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;
- (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, 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. NRCS has no authority to compensate participants for practices and/or activities that are not in the Contract at the time of obligation;
- (9) Not undertake any action on land under the Participant's 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 practice a previously unidentified endangered species, archeological, or historical site is encountered;
- (11) Provide receipts, as necessary, as proof of payments, and to maintain proof of payment documentation for three (3) years after the end of the Federal fiscal year in which the practice or 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 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) Develop and implement all practices identified in a comprehensive nutrient management plan in those contracts that include a waste storage or treatment facility; develop and implement all practices identified in a forest management plan; and develop and carry-out an organic system plan or those conservation practices that are consistent with an organic system plan for contracts funded under EQIP, 16 U.S.C. 3839; and
- (15) Accept applicable program payment limits: The Participant, defined as a person, joint operation, or legal entity hereby agrees that the total amount of all payments received in any of the covered programs do not exceed the following:

- **AMA** - payments received by a Participant from all AMA sources (NRCS, RMA, and AMS or any legal entity acting on behalf of these agencies), shall not exceed a total of **\$50,000 per Participant for any fiscal year**;
- **WHIP** - payments made to a Participant directly or indirectly, under the program may not exceed, in the aggregate, **\$50,000 per fiscal year**;
- **EQIP** - payments made to a Participant in fiscal years **2009 – 2014** may not exceed an aggregate of **\$300,000**, directly or indirectly, for all contracts, including prior year contracts during this six-year period. (Authorized waivers granted to this payment limit shall not exceed \$450,000 during any six-year period.); and
- **EQIP-Organic** - payments for conservation practices related to organic production to a Participant directly or indirectly, may not exceed in aggregate **\$20,000 per year or \$80,000 during any six-year period**.

Payments received in excess of these limits are subject to refund.

4 CONSERVATION PLAN

By signing the Contract, the Participant agrees:

- (1) That the NRCS-CPA-1155, Conservation Plan or Schedule of Operations is hereby incorporated as a part of the Contract; and
- (2) To implement and maintain the practices and activities as identified and scheduled on Form NRCS-CPA-1155 and in compliance with Paragraph 6 of this Appendix—Operation and Maintenance of Conservation Practices.

5 PAYMENTS

- A** Subject to the availability of funds, CCC will make payments at the rate and applied amount specified in this Contract after a determination by CCC that an eligible conservation practice or activity has been established in compliance with the conservation plan, and in accordance with appropriate standards and specifications. In order to receive payments, the Participant, upon technical certification of the completed practice or activity, must execute and file with CCC a Form NRCS-CPA-1245, Practice Approval and Payment Application, along with any receipts, as necessary.
- B** Payments will be issued based on the unit rate and the applied amount 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 reflect payment rates in effect for the year of Contract obligation. **Subject to the availability of funds**, payments for a practice implemented according to or ahead of schedule **may** be increased to reflect an indexed payment based on the Engineering News Record Construction Cost Index and Prices Paid Index in effect for the year the practice is completed. The indexed payment increase shall not exceed 25% of the payment rate as shown on the Form NRCS-CPA-1155 or Form NRCS-CPA-1156. A conservation practice that requires modification to delay application will not receive the increased payment, but will be paid based on the payment rate applicable to the originally scheduled year.

- C** In order to be reimbursed for technical services approved under this agreement and performed by a certified TSP hired by the Participant, a Participant must execute a request for payment on Form NRCS-CPA-1245. The Participant must also submit to CCC an invoice from the TSP for the work performed, as well as any documentation CCC may require in order to ensure that the technical services were carried out in accordance with NRCS requirements.
- It is the Participant's responsibility to ensure that the technical services obtained from a TSP hired by the Participant meet program requirements. CCC will not reimburse the Participant if the technical services provided by the TSP do not meet the program requirements. If CCC terminates this Contract as provided under Paragraph 11 of this Appendix, CCC may seek refund of any TSP payments made to the Participant.
- 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, consult with a tax accountant or refer to IRS publication 225, Farmers Tax Guide.
- E** Payments will only be issued for practices or activities that meet or exceed the practice standards described in the NRCS Field Office Technical Guide.
- F** Collection of amounts due from a Participant for improper payment or any other reason will follow procedures of the Debt Collection Improvement Act of 1996. NRCS will notify the Participant to identify the reason for the collection and the amount owed. Based on this notification, a bill will be entered into the National Finance Center's IBIL (Internet Billing). Unpaid bills 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.
- I** Historically underserved EQIP participants may receive advance payments up to 30 percent of the amount needed to implement conservation practices for the purpose of purchasing "**immediately needed**" materials and services. Advanced payments will be subject to all terms and conditions including those identified in Paragraph 12 of this Appendix—Recovery of Costs.
- J** Participants are advised that the NRCS Programs Contracting system cannot presently complete a full participant eligibility screening at contract obligation. Payments for practices or activities will not be issued until such time that a completely automated evaluation of the participant eligibility is available. When the automated system is in place participants may receive a reduced payment commensurate to their eligibility, including the possibility of receiving no payment where the participant is determined to be ineligible.

6 OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES (Operation and Maintenance Agreement)

The Participant agrees to the operation and maintenance (O&M) of all conservation practices included within this Contract.

These practices shall be operated and maintained for the practice lifespan as listed on Form NRCS-CPA-1155, Conservation Plan or Schedule of Operations, and any subsequent practices 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 practices installed before Contract execution, but included in the Contract to obtain the environmental benefits agreed upon in the ranking process.

A The term O&M as used in the Contract shall collectively include:

- **Operation:** The administration, management, and performance of non-maintenance activities necessary to keep a practice safe and functioning as planned;
- **Maintenance:** The recurring activities necessary to retain or restore a practice in a safe and functioning condition, including, but not limited to, the management of vegetation, the repair or replacement of failed components or conservation practices, 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 practice and/or component to an acceptable and functional condition; and
- **Replacement:** The removal of a practice or component and installation of a similar, functional practice or component.

B The Participant is responsible for the O&M activities and acknowledges that these activities may require labor, funds, and management in order to ensure the appropriate program purposes are met.

C The Participant O&M responsibilities begin when the practice installation is completed, as determined by NRCS, and shall continue through the end of the practice lifespan.

D 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.

E Specific O&M requirements for conservation practices 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.

F The Participant acknowledges that conservation practices installed before the contract execution, but included in the Contract to obtain the environmental benefits agreed upon within the application ranking process,

must be operated and maintained as specified in the Contract and within this paragraph.

- G** The Participant agrees to the O&M requirements as listed within this Paragraph (6) and failure to carry-out the terms and conditions listed may result in CCC termination of this Contract. (Refer to Paragraph 11 of this Appendix—Contract Termination).

7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

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

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

8 MISREPRESENTATION AND SCHEME OR DEVICE

- A** A Participant who is determined to have erroneously represented any fact affecting a determination with respect to this Contract and the regulations applicable to this Contract, adopted any scheme or device which tends to defeat the purposes of this Contract, or made any fraudulent representation with respect to this Contract, will not be entitled to payments or any other benefits made under this Contract. The Participant must refund to CCC all payments received plus interest. In addition, CCC will terminate the Participant's interest in all program contracts.
- B** CCC will charge interest on monies it determines to be due and owing to CCC under this Contract. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury.
- C** The provisions of Paragraph 8A 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** If any changes to the terms and conditions of this Contract become necessary prior to the date that this Contract is approved on behalf of CCC, CCC will notify, in writing, the Applicant that signed Form NRCS-CPA-1202 of such change and such person(s) will be given 10 days from the date of notification in which to

agree to the revised terms and conditions or to withdraw from this Contract request. The Applicant agrees to notify, in writing, the CCC of an intention to withdraw the program participation request within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

- B** CCC may unilaterally modify this Contract when the installed practice would cause adverse impacts to significant cultural and/or environmental resources without mitigation action.
- C** Subject to the availability of funds, CCC may unilaterally modify this Contract when the amount of payment for a single contract item (practice or activity) increases by not more than five hundred dollars (\$500) as the result of an increase in the number of units performed (quantity variation) by the Participant.
- D** 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 practices already installed or to be installed.
- E** The Participant and CCC may modify this Contract by mutual agreement to revise or add to those practices already installed, provided that such revisions or additions are within the general scope of this Contract. If any such changes cause an increase in the cost of performance of any part of the work under the Contract, the authorized CCC official shall make an equitable adjustment in the total contract payment and shall modify the contract.
- F** All modifications that require CCC approval processed through Paragraph 9D of this Appendix 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. Unless signature authority is not granted or assigned on the Contract, any Participant on the Contract may approve modifications for the Contract.

10 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in this 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 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, or if CCC determines that termination would be in the public interest.

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 liquidated damages up to an amount equal to 20 percent of the total financial assistance obligated to the Participant in this Contract**, at the time of termination. This liquidated damages payment is for recovery of administrative costs 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. 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 1465 for AMA, 7 CFR part 636 for WHIP, 7 CFR part 1466 for EQIP, 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.

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).

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. And entities reflect 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 at:
<http://edocket.access.gpo.gov/2008/pdf/E8-6968.pdf>

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 who
- will materially and substantially participate in the operation of the farm or ranch.

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

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

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.

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

The Participant agrees to give the CCC 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.

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 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 3115.205(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.

_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	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.

EQIP

CONSERVATION PROGRAM APPLICATION

Name: John Farmer	Application Number:
Address: 123 Shady Pine Dr. Coldwater, MI 49036	Application Date: 9/13/10
	County and State: Branch, Michigan
Telephone: (123) 798-0021 (home) (123) 499-1022 (cell)	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 checked="" type="checkbox"/> Environmental Quality Incentives Program (EQIP)
<input 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: **John Farmer** Tax Number: **0522**

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 is necessary for federal grants or contracts to entities equal to or more than \$25,000. If you do not have a number, information is available at <http://fedgov.dnb.com/webform/displayHomePage.do>

DUNS Number:

5. Is the land being offered for enrollment used for crop or livestock production?
- Crop Production Crop Type: Corn, beans
 Livestock Production Livestock Type: Beef
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 10 through 15
 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
- 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 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?
11. Yes No If applying for the EQIP, are you engaged in livestock or agricultural production, and have you produced at least \$1000 of agricultural products in a year?
(Forest agricultural producers may select yes as they are exempt from the \$1,000 requirement)

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.

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

Applicant Signature <i>John Farmer</i>	Date <i>9/13/10</i>
--	-------------------------------

PUBLIC BURDEN STATEMENT

In accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). This information is used to track contract or agreement progress. The authority for requesting the following information is 7 CFR 630 (Long Term Contracting); 7 CFR 1410 (CRP); 7 CFR 631 and 702 (IEQIP); 7 CFR 636 (WHIP); 7 CFR 622 (WPFPP); 7 CFR 1465 (AMA); 7 CFR 1469 (CSP); 7 CFR 625 (HFR); 7 CFR 1494 (FRPP); and 7 CFR 1467 (WRP). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation (CCC)

**APPENDIX TO FORM NRCS-CPA-1202
CONSERVATION PROGRAM CONTRACT**

**For
Environmental Quality Incentives Program (EQIP)**

1 PROGRAM ELIGIBILITY REQUIREMENTS

- A** The Participant must complete and file Form AD-1026 (Highly Erodible Land Conservation and Wetland Conservation Certification) and meet the requirements set forth therein, in accordance with 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 requirements set forth in the Highly Erodible Land Conservation-Wetland Conservation (HELC-WC) provisions. AMA participants are not required to meet the HELC-WC provisions.
- B** The Participant must meet the requirements of, complete and file Form CCC-926 (Payment Eligibility Average Adjusted Gross Income Certification). By signing this Contract, the Participant certifies that the Participant has met the requirements of, completed and filed Form CCC-926. A person or legal entity shall not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the average adjusted gross non-farm income of the person or legal entity exceeds \$1,000,000, unless not less than 66.66 percent of the average adjusted gross income of the person or legal entity is average adjusted gross farm income. 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 an average adjusted gross income, average adjusted gross farm income, or average adjusted gross non-farm income in excess of the applicable limitation specified. This limitation may be waived on a case-by-case basis by the 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** The Participant must have control of the land for this Contract period. By signing this Contract, the Participant certifies that the Participant 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. Where applicable, the Bureau of Indian Affairs and the Natural Resources Conservation Service (NRCS) will determine Tribal land eligibility.
- E** The Participant shall not be eligible for Contract payments for any of the following: (1) practices that are required to meet HELC and WC compliance requirements found in 7 CFR part 12 (not applicable to AMA participant); (2) practices that are included in maintenance agreements

(with financial reimbursements for maintenance) that existed prior to participation; (3) a non-land based structure that is not integral to a land based practice; and (4) practices that were applied with financial assistance through any other USDA conservation program.

F Land otherwise eligible for the covered conservation programs shall not be eligible if the land is subject to a deed or other restriction prohibiting the application of the conservation plan and associated practices, 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 practices 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. In regard to WHIP, NRCS shall not provide cost-share assistance for conservation practices or activities on public land.

G The Participant is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices and 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) represents a request to enter into the program under the terms specified in this Contract.

3 AGREEMENT

The Participant agrees to:

- (1) Place eligible land 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 financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider (TSP) before this Contract is executed by CCC unless a waiver is approved by NRCS. The Participant may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS State Conservationist (STC), or designee;
- (3) Secure funding for the desired services of a TSP through contract development or contract modification with NRCS before engaging the services of a TSP;
- (4) Apply or commence a financially assisted practice within the first 12 months from the date this Contract is signed by NRCS.

- (5) Complete all practices at least one year before the expiration date of the Contract;
- (6) Establish, to NRCS Standards and Specifications, conservation practices or activities described in this Contract as scheduled, to operate and maintain these practices or 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;
- (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, 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. NRCS has no authority to compensate participants for practices and/or activities that are not in the Contract at the time of obligation;
- (9) Not undertake any action on land under the Participant's 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 practice a previously unidentified endangered species, archeological, or historical site is encountered;
- (11) Provide receipts, as necessary, as proof of payments, and to maintain proof of payment documentation for three (3) years after the end of the Federal fiscal year in which the practice or 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) Develop and implement all practices identified in a comprehensive nutrient management plan in those contracts that include a waste storage or treatment facility; develop and implement all practices identified in a forest management plan; and develop and carry-out an organic system plan or those conservation practices that are consistent with an organic system plan for contracts funded under EQIP, 16 U.S.C. 3839; and
- (15) Accept applicable program payment limits: The Participant, defined as a person; or legal entity hereby agrees that the total amount of all payments

received in any of the covered programs do not exceed the following:

- **AMA** - payments received by a Participant from all AMA sources (NRCS, RMA, and AMS or any legal entity acting on behalf of these agencies), shall not exceed a total of **\$50,000 per Participant for any fiscal year**;
- **WHIP** - payments made to a Participant directly or indirectly, under the program may not exceed, in the aggregate, **\$50,000 per fiscal year**;
- **EQIP** - payments made to a Participant in fiscal years **2009 – 2014** may not exceed an aggregate of **\$300,000**, directly or indirectly, for all contracts, including prior year contracts during this six-year period; except for waivers granted for projects having special environmental significance, in such cases the payments will be limited to \$450,000; and
- **EQIP-Organic** - payments for conservation practices related to organic production to a Participant directly or indirectly, may not exceed in aggregate **\$20,000 per year or \$80,000 during any six-year period**.

Payments received in excess of these limits are subject to refund.

4 CONSERVATION PLAN

By signing the Contract, the Participant agrees:

- (1) That the NRCS-CPA-1155, Conservation Plan or Schedule of Operations is hereby incorporated as a part of the Contract; and
- (2) To implement and maintain the practices and activities as identified and scheduled on Form NRCS-CPA-1155 and in compliance with Paragraph 6 of this Appendix—Operation and Maintenance of Conservation Practices.

5 PAYMENTS

A Subject to the availability of funds, CCC will make payments at the rate and applied amount specified in this Contract after a determination by CCC that an eligible conservation practice or activity has been established in compliance with the conservation plan, and in accordance with appropriate standards and specifications. In order to receive payments, the Participant, upon technical certification of the completed practice or activity, must execute and file with CCC a Form NRCS-CPA-1245, Practice Approval and Payment Application, along with any receipts, as necessary.

B Payments will be issued based on the payment rate and the applied amount 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 reflect payment rates in effect for the year of Contract obligation. **Subject to the availability of funds**, payments for a practice implemented according to or ahead of schedule **may** be increased to reflect an indexed payment based on the Engineering News Record Construction Cost Index and Prices Paid Index in effect for the year the practice is completed. The indexed payment increase shall not exceed 25% of the payment rate as shown on the Form NRCS-CPA-1155 or Form NRCS-CPA-1156. A conservation practice that requires modification to delay application will not receive the increased payment, but will be paid based on the payment rate applicable to the originally scheduled year.

- C** In order to be reimbursed for technical services approved under this agreement and performed by a certified TSP hired by the Participant, a Participant must execute a request for payment on Form NRCS-CPA-1245. The Participant must also submit to CCC an invoice from the TSP for the work performed, as well as any documentation CCC may require in order to ensure that the technical services were carried out in accordance with NRCS requirements.

It is the Participant's responsibility to ensure that the technical services obtained from a TSP hired by the Participant meet program requirements. CCC will not reimburse the Participant if the technical services provided by the TSP do not meet the program requirements. If CCC terminates this Contract as provided under Paragraph 11 of this Appendix, CCC may seek refund of any TSP payments made to the Participant.

- 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, consult with a tax accountant or refer to IRS publication 225, Farmers Tax Guide.
- E** Payments will only be issued for practices or activities that meet or exceed the practice standards described in the NRCS Field Office Technical Guide.
- F** Collection of amounts due from a Participant for improper payment or any other reason will follow procedures of the Debt Collection Improvement Act of 1996. NRCS will notify the Participant to identify the reason for the collection and the amount owed. Based on this notification, a bill will be entered into the National Finance Center's IBIL (Internet Billing). Unpaid bills 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.
- I** Historically underserved EQIP participants may receive advance payments up to 30 percent of the amount needed to implement conservation practices for the purpose of purchasing "immediately needed" materials and services. The scheduled practice for which the advance is requested must have a NRCS approved design prior to issuance of the advance payment. Participants must complete within a reasonable time, as determined by the State Conservationist, the conservation practice for which the advance payment was issued. Advanced payments will be subject to all terms and conditions including those identified in Paragraph 12 of this Appendix—Recovery of Costs. States are not authorized to offer advance payments until the release of this feature through the NRCS Programs Contracting System (ProTracts).

- J** 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 to the Participant will be reduced by Treasury for the amount owed the U. S. Government. The Participant will not be notified by NRCS that a payment offset has occurred and NRCS records will reflect full Contract payment to the Participant.

**6 OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES
(Operation and Maintenance Agreement)**

The Participant agrees to the operation and maintenance (O&M) of all conservation practices included within this Contract.

These practices shall be operated and maintained for the practice lifespan as listed on Form NRCS-CPA-1155, Conservation Plan or Schedule of Operations, and any subsequent practices 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 practices installed before Contract execution, but included in the Contract to obtain the environmental benefits agreed upon in the ranking process.

A The term O&M as used in the Contract shall collectively include:

- **Operation:** The administration, management, and performance of non-maintenance activities necessary to keep a practice safe and functioning as planned;
- **Maintenance:** The recurring activities necessary to retain or restore a practice in a safe and functioning condition, including, but not limited to, the management of vegetation, the repair or replacement of failed components or conservation practices, 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 practice and/or component to an acceptable and functional condition; and
- **Replacement:** The removal of a practice or component and installation of a similar, functional practice or component.

B The Participant is responsible for the O&M activities and acknowledges that these activities may require labor, funds, and management in order to ensure the appropriate program purposes are met.

C The Participant O&M responsibilities begin when the practice installation is completed, as determined by NRCS, and shall continue through the end of the practice lifespan.

D 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.

- E Specific O&M requirements for conservation practices 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.
- F The Participant acknowledges that conservation practices installed before the contract execution, but included in the Contract to obtain the environmental benefits agreed upon within the application ranking process,

must be operated and maintained as specified in the Contract and within this paragraph.
- G The Participant agrees to the O&M requirements as listed within this Paragraph (6) and failure to carry-out the terms and conditions listed may result in CCC termination of this Contract. (Refer to Paragraph 11 of this Appendix—Contract Termination).

7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

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

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

8 MISREPRESENTATION AND SCHEME OR DEVICE

- A A Participant who is determined to have erroneously represented any fact affecting a determination with respect to this Contract and the regulations applicable to this Contract, adopted any scheme or device which tends to defeat the purposes of this Contract, or made any fraudulent representation with respect to this Contract, will not be entitled to payments or any other benefits made under this Contract. The Participant must refund to CCC all payments received plus interest. In addition, CCC may terminate the Participant's interest in all conservation program contracts.
- B CCC will charge interest on monies it determines to be due and owing to CCC under this Contract. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury.
- C The provisions of Paragraph 8A 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** If any changes to the terms and conditions of this Contract become necessary prior to the date that this Contract is approved on behalf of CCC, CCC will notify, in writing, the Applicant that signed Form NRCS-CPA-1202 of such change and such person(s) will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from this Contract request. The Applicant agrees to notify, in writing, the CCC of an intention to withdraw the program participation request within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.
- B** CCC may unilaterally modify this Contract when the installed practice would cause adverse impacts to significant cultural and/or environmental resources without mitigation action.
- C** Subject to the availability of funds, CCC may unilaterally modify this Contract when the amount of payment for a single contract item (practice or activity) increases by not more than five hundred dollars (\$500) as the result of an increase in the number of units performed (quantity variation) by the Participant.
- D** 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 practices already installed or to be installed.
- E** The Participant and CCC may modify this Contract by mutual agreement to revise or add to those practices already installed, provided that such revisions or additions are within the general scope of this Contract. If any such changes cause an increase in the cost of performance of any part of the work under the Contract, the authorized CCC official shall make an equitable adjustment in the total contract payment and shall modify the contract.
- F** All modifications that require CCC approval processed through Paragraph 9D of this Appendix 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. Unless signature authority is not granted or assigned on the Contract, any Participant on the Contract may approve modifications for the Contract.

10 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in this 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 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, or if CCC determines that termination would be in the public interest.

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 liquidated damages up to an amount equal to 20 percent of the total financial assistance obligated to the Participant in this Contract**, at the time of termination. This liquidated damages payment is for recovery of administrative costs 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. 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 1465 for AMA, 7 CFR part 636 for WHIP, 7 CFR part 1466 for EQIP, 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.
- 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).

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. And entities reflect 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 at:
<http://edocket.access.gpo.gov/2008/pdf/E8-6968.pdf>

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 who
- will materially and substantially participate in the operation of the farm or ranch.

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

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

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.

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

The Participant agrees to give the CCC 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.

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 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 3115.205(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.

March 2009

Fact Sheet: Wildlife Habitat Incentive Program

Overview

The Wildlife Habitat Incentive Program (WHIP) is a voluntary program for developing or improving high quality habitat that supports fish and wildlife populations of National, State, Tribal, and local significance. Through WHIP, the USDA's Natural Resources Conservation Service (NRCS) provides technical and financial assistance to private and Tribal landowners for the development of upland, wetland, aquatic, and other types of wildlife habitat.

WHIP is reauthorized under Section 1240N of the Food Security Act of 1985 (16 U.S.C. 3839bb-1) as amended by the Food, Conservation, and Energy Act of 2008 (2008 Farm Bill). The 2008 Farm Bill extends the authority to the Secretary for carrying out the program during fiscal years 2008 through 2012.

Eligibility

Land eligible for WHIP includes:

- Private agricultural land including cropland, grassland, rangeland, pasture, and other land determined by NRCS to be suitable for fish and wildlife habitat development;
- Non-industrial private forest land including rural land that has existing tree cover or is suitable for growing trees; and
- Tribal land.

Increased cost-share payments are available for eligible socially disadvantaged farmers or ranchers in addition to beginning and

limited resource farmers or ranchers and Indian Tribes.

How WHIP Works

The NRCS State Conservationist, with recommendations from the State Technical Committee and other partners, may identify priorities for enrollment in WHIP that complement the goals and objectives of relevant fish and wildlife conservation initiatives at the State, regional, and national levels. The priorities serve as a guide for the development of WHIP ranking criteria in each State.

Applications may be filed at any time. Applicants must own or control land and provide evidence that they will be in control of the land for the duration of the cost-share agreement.

A WHIP plan of operations is required for the area covered in the application and becomes the basis for developing the WHIP cost-share agreement. Cost-share agreements between NRCS and the participant are for a minimum of 1 year after completion of the last conservation practice, up to 10 years. Through reimbursement, NRCS will pay up to 75 percent of the cost to install conservation practices for permanent priority fish and wildlife habitat. Participants are expected to maintain the cost-shared practices for their anticipated lifespans.

Up to 25 percent of WHIP funds will be available for long-term cost-share

agreements (15 years or longer) to protect and restore essential plant and animal habitat. NRCS can pay up to 90 percent of the cost to install conservation practices in these long-term agreements. Essential plant and animal habitat includes critical habitat designated under Federal and State law, locations of listed or candidate species that can be improved with specific conservation practices, or particularly rare and unique habitats that could support at-risk wildlife species.

Legislative and Regulatory Changes

The 2008 Farm Bill amended Section 1240N by designating eligible land as private agricultural land, nonindustrial private forest land, and Tribal lands. Land ineligible for WHIP is publicly-owned lands (Federal, State, county, or local government owned lands).

Cost-share for long-term agreements for essential plant and animal habitat is increased to 25 percent of funds made available for the fiscal year.

Payments under WHIP made to a person or legal entity directly or indirectly, "shall not exceed, in the aggregate, \$50,000 per year." Funding for WHIP through 2012 is authorized at \$85 million per fiscal year.

The 2008 Farm Bill allows landowners to receive payments to develop other types of wildlife habitat, including habitat established on pivot corners and irregular areas.

More Information

For more information and updates about WHIP and other Farm Bill topics visit the USDA Web site at <http://www.usda.gov/farmbill>, or the NRCS Web site at <http://www.nrcs.usda.gov/programs/whip/>.

CONSERVATION PROGRAM APPLICATION

Name: John Farmer	Application Number:
Address: 123 Shady Pine Dr. Coldwater, MI 49036	Application Date: 9/13/10
	County and State: Branch, Michigan
Telephone: (123) 798-0021 (home) (123) 499-1022 (cell)	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 type="checkbox"/> Conservation Stewardship Program (CSP)	<input checked="" 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: **John Farmer** Tax Number: **0522**

 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 is necessary for federal grants or contracts to entities equal to or more than \$25,000. If you do not have a number, information is available at <http://fedgov.dnb.com/webform/displayHomePage.do>

DUNS Number:

5. Is the land being offered for enrollment used for crop 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
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 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?
11. Yes No If applying for the EQIP, are you engaged in livestock or agricultural production, and have you produced at least \$1000 of agricultural products in a year?
(Forest agricultural producers may select yes as they are exempt from the \$1,000 requirement)

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.

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

Applicant Signature <i>John Farmer</i>	Date <i>9/13/10</i>
---	------------------------

PUBLIC BURDEN STATEMENT

In accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). This information is used to track contract or agreement progress. The authority for requesting the following information is 7 CFR 630 (Long Term Contracting); 7 CFR 1410 (CRP); 7 CFR 631 and 702 (IEQIP); 7 CFR 636 (WHIP); 7 CFR 622 (WPFPP); 7 CFR 1465 (AMA); 7 CFR 1469 (CSP); 7 CFR 625 (HFR); 7 CFR 1494 (FRPP); and 7 CFR 1467 (WRP). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

Date	
Date	
Date	
Date	
Date	
Date	
Date	
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 part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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.

John Farnu Date 9/13/10

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ 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.