

US DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE		CONSERVATION PLAN OR SCHEDULE OF OPERATIONS		NRCS-CPA-1155 03/2019	
PARTICIPANT CHARLES E HAWK		COUNTY AND STATE ATHENS County, OH	PROGRAM AND CONTRACT NUMBER EQIP 2018 745E34210HC	SUBACCOUNT FY21 Conservation Activity Plans (CAPs)	
LAND UNITS OR LEGAL DESCRIPTION Farm: 1746 Tract(s): 791, 814, 10053		WATERSHED Headwaters Middle Branch Shade River		ACRES 86.2	EXPIRATION DATE 12/31/2023

Contract Items 1: Forest Management Plan - Written(106)
 Utilize a certified Technical Service Provider (TSP) to develop a site specific Forest Management Plan.

Fields:
 Tract: 791 Fields: 11;

Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR					
					2022					
1 1a	Forest Management Plan - Written(106) FMP 21 to 100 acres	1 No 1 No	\$1,372.6800 / No	PR'	1,373	1,373				

Notes: *Payment rates define the unit cost rate of compensation to be received by the participant.

CONSERVATION PROGRAM CONTRACT

Participant: CHARLES E HAWK	Program and Contract Number: EQIP 2018 745E34210HC
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6. NRCS APPROVING OFFICIALS

Application Approval JOSEPH WEBER USDA electronic signature; manual signature not required. Date: 5/4/2021	Contract Obligation Date:
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PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

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U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

3. AGREEMENT

A. The participant agrees to—

1. Enroll 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 NRCS;
2. Comply with the terms and conditions of this contract;
3. Establish, maintain, and replace, as specified in this contract, the conservation practices or activities agreed to in Form NRCS-CPA-1155 and, if applicable, Form NRCS-CPA-1156, including completion of a conservation practice or activity within the first 12 months of the contract. NRCS may extend the timeframe for completion if NRCS determines that the participant is unable to complete the conservation practice or activity for reasons beyond their control;
4. Obtain the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices or activities in accordance with applicable laws and regulations;
5. Discontinue implementation and notify NRCS immediately if during the construction of any conservation practice or activity a previously unknown, unexpected, or unidentified endangered species, archeological, cultural, or historical site is encountered or the prescribed conditions for mitigation purposes have changed;
6. Not undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by NRCS;
7. Not start any financially assisted conservation practice or activity before this contract is executed by NRCS, unless NRCS approves a waiver;
8. 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 USDA under 7 CFR Part 1400 and maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400;
9. File forms required by NRCS for applicable payment limitation determinations.
- ★ 10. File forms required by NRCS for adjusted gross income (AGI) determinations;
11. Provide to NRCS, upon request, written concurrence from the landowner that identifies the participant has authority to install structural or vegetative conservation practices or activities;
12. File Form NRCS-CPA-1245, "Practice Approval and Payment Application," or similar NRCS-approved form, upon completion of a contracted conservation practice or activity, in order to receive payment;
13. Retain all records, including receipts, as proof of completion and payments, and other documents related to this contract for a period of three (3) full years after completion of the terms of this contract, and give to the NRCS, the USDA Office of Inspector General and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract; and

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14. Allow access to the land under contract to the NRCS, or its representative, for monitoring progress on this contract. NRCS shall provide reasonable notification to the participant prior to entering the land under contract.

B. NRCS agrees, subject to the availability of funds, to—

1. Approve payment to the participant for completing an eligible conservation practice or activity as scheduled in Forms NRCS-CPA-1155 or NRCS-CPA-1156, if applicable, as described herein.
2. Approve payments based on the actual extent of the conservation practice or activity implemented. NRCS will approve payments based on the payment rate agreed to in Forms NRCS-CPA-1155 or NRCS-CPA-1156. NRCS will only approve payments for conservation practices or activities the participant completes within the contract period of performance and that meet or exceed the requirements described in the NRCS standards and specifications, designs, job sheets or guide sheets;
3. Approve payments submitted on Form NRCS-CPA-1245, or similar NRCS-approved form, based upon the shares to which the parties have agreed as set forth on Form NRCS-CPA-1202.

4. PERIOD OF PERFORMANCE

This contract is effective when signed by the participant and executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the contract as indicated on the Forms NRCS-CPA-1202 or NRCS-CPA-152 and shall not exceed the maximum length authorized for the program. All required participants must sign this contract within the timeframe established by NRCS. 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 NRCS may require the participant to either modify this contract consistent with the provisions of such statute or agree to contract termination.

5. CONTRACT CORRECTION, MODIFICATION, AND TRANSFER


- A. Contract Correction.—NRCS reserves the right to correct all errors in entering data or the results of computations in this contract. If the participant does not agree to such corrections, NRCS shall terminate the contract.
- B. Contract Modification.—NRCS and the participant may agree to modify this contract upon determination and approval of NRCS that the modification is consistent with the purposes of the program and is in the public interest. Any participant on the contract may approve modifications for the contract on behalf of all participants unless such signature authority is specifically denied on Form NRCS-CPA-1202.
- C. Contract Transfer:
 1. The participant must provide written notice to NRCS within 60 days of any voluntary or involuntary loss of control of any acreage under the contract, including changes in a participant's ownership structure or corporate form. NRCS will terminate the contract, if timely notice is not provided, if an eligible producer is not identified in the notice, or if the new producer is not approved by NRCS to accept the terms and conditions of the contract.

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

2. NRCS may approve a transfer of the contract if the new producer meets the program eligibility requirements within a reasonable time frame as determined by NRCS, the new producer agrees to assume the rights and responsibilities for the acreage under the contract, and NRCS determines that the purposes of the program will continue to be met.
3. Until NRCS approves the transfer of contract rights, a new producer is not a participant and may not receive payment for conservation practices or activities commenced prior to approval of the contract transfer.

6. CONTRACT VIOLATION AND TERMINATION

- A. If a participant fails to carry out the terms and conditions of this contract NRCS may terminate this contract. NRCS may require the participant to refund payments received under this contract, or if not terminated, require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by NRCS.
- B. The NRCS may terminate this contract, in whole or in part, without liability, if NRCS determines that continued operation of this contract will result in the violation of a statute or regulation, or if NRCS determines that termination would be in the public interest.
- C. NRCS and the participant may agree to terminate this contract if NRCS determines that the termination is in the public interest.
- D. NRCS may determine that a participant is not in violation of the contract for failure to comply with the contract if the circumstances for failing to comply were beyond the control of the participant, including a disaster or related condition, as determined by the NRCS.
- E.  The contract terminates upon death of the participant unless the estate or other successor of the deceased participant, as determined by NRCS, assumes responsibility for the contract and meets applicable eligibility requirements. NRCS may transfer the contract to the estate or deceased participant successor by completing Form NRCS-CPA-152. The transfer agreement is not in effect until approved by NRCS. Payment will be in accordance with guidance provided in applicable provisions of 7 CFR Parts 707 and 1400 as determined by NRCS.

7. PAYMENT COLLECTION AND RECOVERY OF COST

- A. Collection of amounts due from a participant for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify the participant and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS 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.
- B. 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 NRCS, NRCS will incur substantial costs in administering this contract which may not be possible to quantify with certainty. The participant agrees to pay, at the time of termination, liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the participant in this contract. The liquidated damage payment is for recovery of administrative costs and technical services and is not a penalty.

substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.

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

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

These groups consist of the following:

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

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

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

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

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

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

- Certified Organic by the National Organic Program (NOP)**
- Transitioning to become Certified Organic by the NOP**
- Exempt from Organic Certification as defined by the NOP**
- Not Applicable**

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

On the farm(s) identified above, the Applicant agrees to participate in the identified program if the offer is accepted by the NRCS. The undersigned shall hereafter be referred to as the "Participant." The participant understands that starting a practice prior to contract approval causes the practice to be ineligible for program financial assistance. The participant will provide written authorization to

install structural or vegetative practices. The Participant agrees not to start any financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider before a Contract is executed by CCC. The Participant may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS State Conservationist.

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

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

10. Yes No I have received a copy of the applicable conservation program contract appendix.

Applicant Signature 	Date 12/9/20
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