

**THE BISHOP AREA WASTEWATER
AUTHORITY BOARD OF DIRECTORS
MEETING**

**City Council Chambers – 301 West Line Street
Bishop, California 93514**

NOTICE TO PUBLIC: In order to minimize the spread of the COVID 19 virus Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Council Chambers remain closed to the public and that some, or all, of the Bishop Area Wastewater Authority Board of Directors may attend this meeting telephonically or via video conference.

You are strongly encouraged to observe the Bishop Area Wastewater Authority meetings live via YouTube at: https://www.youtube.com/channel/UC_7h0-6jtkioG8efGI13LhA/live and to submit public comments in writing by 3:00 pm on July 19, 2021, or you may join the video conference via Zoom at:

https://us02web.zoom.us/webinar/register/WN_e_W0L1k5QsOHb6sfx_WDGg

Individuals will be asked to register (by providing their name and email address) in order to access the video conference.

To submit a comment, you are encouraged to participate:

In writing. Please email publicworks@cityofbishop.com and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 3:00 pm on July 19, 2021, will be emailed to the Board of Directors and included as an attachment under the Agenda's Item Number as "Public Comment" prior to the meeting. Those comments received after 3:00 pm on July 19, 2021, will be added to the record and shared with the Board of Directors after the meeting. City staff will continuously monitor for public comments received during the meeting as well. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above.

Via Zoom-Webinar. If you choose to join the Bishop Area Wastewater Authority meeting via Zoom-Webinar you will be able to utilize the "hand-waiving" feature to make a public comment and (when appropriate) the Board Chair will call on those who wish to speak (not to exceed three minutes).

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 24. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

The Bishop Area Wastewater Authority thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

**TUESDAY, July 20, 2021
8:00 A.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENT: NOTICE TO THE PUBLIC:** See modified public comment procedure above. Under California law the Board of Directors is prohibited from generally discussing or taking action on items not included in the agenda; however, the Board of Directors may briefly respond to comments or questions received from members of the public. Therefore, the Board of Directors will be provided with all public comments but will not generally discuss the matter or take action on it.
- 5. CONSENT CALENDAR – NOTICE TO THE PUBLIC:** All matters under the Consent Calendar are considered routine by the Authority and will be acted on by one motion.
 - A. FOR APPROVAL/FILING
 1. Board of Directors of the Bishop Area Wastewater Authority Meeting Minutes – April 20, 2021
 2. Board of Directors of the Bishop Area Wastewater Authority Special Meeting Minutes – June 24, 2021
 3. NRCS Agreement
- 6. NEW BUSINESS**
 - A. **Authorize Administrator to Meet with Bishop Paiute Tribe**
 - B. **Authorize Administrator to Sign Proposal for Appraisal Services**
 - C. **Approve Proposal for Lumos and Associates**
 - D. **Election of Officers**
- 7. STAFF AND BOARD REPORTS**
- 8. ADJOURNMENT:** The next regularly scheduled meeting of the Bishop Area Wastewater Authority will be October 19, 2021, at 8:00 a.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

BISHOP AREA WASTEWATER AUTHORITY
BOARD OF DIRECTORS MINUTES
April 20, 2021

1. CALL TO ORDER

Chairman Pachucki called the Bishop Area Wastewater Authority Board of Directors Meeting to order at 8:07 a.m. in the City Council Chambers, 301 West Line Street, Bishop, California via video conference.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairman Pachucki.

3. ROLL CALL

Present:

Chairman Pachucki
Vice Chairman Muchovej
Board Member Stone
Board Member Schwartz

Absent:

none

Others Present:

Deston Dishion, Authority Administrator
Ron Phillips, City of Bishop City Administrator
Michele Rhew, Authority Secretary
Ward Simmons, Legal Counsel
Todd Thornburg, Los Angeles Department of Water and Power
Jennifer Krafcheck, Eastern Sierra Community Service District
Steven Nixon, Eastern Sierra Community Service District

4. PUBLIC COMMENT: NOTICE TO THE PUBLIC: See modified public comment procedure above. Under California law the Board of Directors is prohibited from generally discussing or taking action on items not included in the agenda; however, the Board of Directors may briefly respond to comments or questions received from members of the public. Therefore, the Board of Directors will be provided with all public comments but will not generally discuss the matter or take action on it.

Pam Bold of High Sierra Energy Foundation gave a brief overview of energy efficiency programs offered by High Sierra Energy Foundation.

5. CONSENT CALENDAR – NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the Authority and will be acted on by one motion.

A. FOR APPROVAL/FILING

1. Board of Directors of the Bishop Area Wastewater Authority Meeting Minutes – January 19, 2021

Board Member Stone made a motion to approve the Consent Calendar as presented and Vice Chairman Muchovej seconded the motion. Motion approved 4-0.

Ayes: Vice Chairman Muchovej, Board Member Stone, Board Member Schwartz, and Chairman Pachucki

Noes: None

6. NEW BUSINESS

A. Proposed Budget Discussion

Chairman Pachucki opened the item and turned it over to Authority Administrator Dishion to review the item with the Board.

Board Member Stone questioned the insurance not showing a budget amount for the Board Errors and Omissions line item. Jennifer Krafcheck, Eastern Sierra Community Service District, commented that she believes the insurance included these items and will verify.

Vice Chairman Muchovej questioned the amount of one million budgeted for the irrigation project that is also referenced in another agenda item with an amount of two million. Dishion explained that the irrigation project will be broken up into three phases and the two million estimate is for the entire project. The one million is for phase one.

Pachucki verified the proposed budget presented is for discussion and will be approved and adopted at a later date. Dishion stated that is correct; this item is for the Board to review and make comments at this time. The budget needs to be adopted by June 30th and there will be a Special Meeting before this date to adopt the 2021/2022 Fiscal Year Budget. Muchovej commented that the Governor has announced that Covid will be over June 15th and this could impact the line item for quarterly Zoom meetings. Dishion mentioned that having quarterly meetings via Zoom saves the Authority money on travel expenses for Legal Counsel Ward. Ward mentioned that there are Brown Act Laws working their way to the Legislature to make attending by Zoom permanent. Dishion clarified that meetings could then be in-person or via Zoom.

There were no further comments or discussion on the item.

No public comments were received.

B. Update on Progress with LADWP on Property Acquisition

Chairman Pachucki opened the item and turned it over to Authority Administrator Dishion to review the item with the Board. Todd Thornburg, of Los Angeles Department of Water and Power (LADWP), also provided information on the progress for the property acquisition.

Pachucki asked what a reasonable expected time frame would be for having the letter from LADWP approved and to National Range Conservation Service (NRCS). Thornburg explained that he hopes to have approval confirmation this week but cannot give a firm date. Pachucki shared he appreciates Dishion's and Thornburg's efforts on the acquisition.

Pachucki asked Thornburg if LADWP has met with current lessees with regards to future transactions and Thornburg said yes. Pachucki asked if a letter is going out to the lessees regarding a summary of discussions and Thornburg explained there are letters being prepared along with renewals. Pachucki mentioned that it is his understanding to avoid the land going foul for a year, the use of the land will be extended but not the lease and asked if that is correct. Thornburg said that it is LADWP's hope to utilize permission for grazing in the interim period. Thornburg anticipates letters to go out to lessees in May.

Thornburg shared that Phase I Environmental has been completed and Phase II has been ordered and is currently in discussions. Dishion also mentioned that survey work has also begun. Dishion stated that it is important to keep clear the difference between the irrigation project progress and the sale of the land. Hopefully, the irrigation project construction will start by this time next year with the property sale to take place in a couple years.

There were no further comments or discussion from on the item.

No public comments were received.

C. Update on Irrigation Design

Chairman Pachucki opened the item and turned it over to Authority Administrator Dishion to review the item with the Board.

Vice Chairman Muchovej asked if competing bids will be necessary. Dishion stated yes and that Curtis Lutje of Laurel Ag understands that the project will go out to bid.

There were no further comments or discussion on the item.

No public comments were received.

D. Update on Progress with National Range Conservation Service (NRCS)

Chairman Pachucki opened the item and turned it over to Authority Administrator Dishion to review the item with the Board.

Vice Chairman Muchovej verified that the letter to be sent will indicate the money is only for Phase I and is not dependent on Los Angeles Department of Water and Power (LADWP). Dishion confirmed the letter will state we will be on our land and will not go anywhere. Pachucki added that NRCS is waiting for a letter from LADWP explaining we have the right to go on the land to create the irrigation system.

Dishion also added that he applied for Proposition 1 Phase II money, in the amount of \$500,000, through the Inyo-Mono Integrated Regional Water Management Program (IRWMP).

There were no further comments or discussion on the item.

No public comments were received.

7. STAFF AND BOARD REPORTS

Authority Administrator Dishion reported to the Board on potential solar installation for the irrigation project and the Title 22 permitting process. Dishion also mentioned that the City has not billed for staff time for the fiscal year and will do so in June.

Authority Secretary Rhew updated the Board on the website progress.

There were no additional staff or board reports at this time.

8. ADJOURNMENT: The next regularly scheduled meeting of the Bishop Area Wastewater Authority Board of Directors will be July 20, 2021, at 8:00 a.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

Chairman Pachucki adjourned the meeting at 8:54 a.m. to the next regularly scheduled meeting on July 20, 2021.

Chairman Pachucki

Michele Rhew, Secretary

BISHOP AREA WASTEWATER AUTHORITY
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
June 24, 2021

1. CALL TO ORDER

Chairman Pachucki called the Bishop Area Wastewater Authority Board of Directors Special Meeting to order at 8:32 a.m. in the City Council Chambers, 301 West Line Street, Bishop, California via video conference.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Board Member Stone

3. ROLL CALL

Present:

Chairman Pachucki
Vice Chairman Muchovej
Board Member Stone
Board Member Schwartz

Absent:

none

Others Present:

Deston Dishion, Authority Administrator
Michele Rhew, Authority Secretary
Ward Simmons, Legal Counsel
Jennifer Krafcheck, Eastern Sierra Community Service District

4. PUBLIC COMMENT: NOTICE TO THE PUBLIC: See modified public comment procedure above. Under California law the Board of Directors is prohibited from generally discussing or taking action on items not included in the agenda; however, the Board of Directors may briefly respond to comments or questions received from members of the public. Therefore, the Board of Directors will be provided with all public comments but will not generally discuss the matter or take action on it.

There were no public comments received.

5. NEW BUSINESS

a. Adopt Fiscal Year 2021/2022 Budget

Chairman Pachucki opened the item and turned it over to Authority Administrator Dishion to review the item with the Board. Dishion mentioned that he sent out an email earlier with an updated budget worksheet noting a few adjustments on some amounts that were in the wrong place.

Chairman Pachucki commented on the CEQA fees shown in the budget and asked if Helix Environmental Planning included an effort to reconcile both processes and documents, to insure what is said in one is consistent in the other, in their cost estimate. Dishion stated that NRCS and Helix will work together.

No further comments were made.

Vice Chairman Muchovej made a motion to adopt the Fiscal Year 2021/2022 Budget with the corrections discussed and Chairman Schwartz seconded the motion. Motion approved 4-0.

Ayes: Vice Chairman Muchovej, Board Member Stone, Board Member Schwartz, and Chairman Pachucki

Noes: None

6. STAFF AND BOARD REPORTS

Authority Administrator Dishion reported to the Board that Los Angeles Department of Water and Power has nearly completed the survey for Phase I and Phase II for the property acquisition. Dishion also shared that Todd Thornburg, Los Angeles Department of Water and Power, said that they will be ready for the third-party appraisal this summer. Dishion commented on maybe needing a special meeting to approve the cost of the appraisal if it can be completed prior to the Board meeting in October. Legal Counsel Ward said he would investigate the By-Laws for the policy on what amount can be spent without Board approval. Board Member Schwartz asked if the Board needs to go out to bid for the appraisal service. Dishion stated that BAWA follows the Eastern Sierra Community Service District rules which they do not require a bid process.

Chairman Pachucki commented on the new website suggesting the word “new” in the first sentence be removed from the About page and referring to the fourth bullet point, Pachucki suggests we avoid the word “pollution”. Authority Secretary Rhew said she would make the changes and mentioned that the wording came from other BAWA documents and informational paperwork.

No further reports were made.

7. ADJOURNMENT: The next regularly scheduled meeting of the Bishop Area Wastewater Authority Board of Directors will be July 20, 2021, at 8:00 a.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

Chairman Pachucki adjourned the meeting at 8:52 a.m. to the next regularly scheduled meeting on July 20, 2021.

Chairman Pachucki

Michele Rhew, Secretary

US DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE		CONSERVATION PLAN OR SCHEDULE OF OPERATIONS		NRCS-CPA-1155 03/2019	
PARTICIPANT BISHOP AREA WASTEWATER AUTHORITY		COUNTY AND STATE INYO County, CA		SUBACCOUNT FY21 Watershed-level Water Conservation	
LAND UNITS OR LEGAL DESCRIPTION Farm:217 Tract(6):386.		PROGRAM AND CONTRACT NUMBER EQIP 2018 749104212GF North Fork Bishop Creek-Owens River		ACRES 165	
		WATERSHED		EXPIRATION DATE 6/30/2024	

Contract Items 1: Irrigation Pipeline(430) Practice Lifespan: 20 years Status: Planned 2022

Irrigation pipeline - Install a pipeline and appurtenances to convey water for storage or application, reduce energy use, or develop renewable energy systems as part of an irrigation water system.

Fields:
Tract: 386 Fields: 3;

Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	
					2022 \$	2023 \$
1	Irrigation Pipeline(430)	1443 Ft			92,608	
1a	PVC 4-12 inch, Typical Install	62998 Lb	\$1.4700/ Lb	PR ¹	92,608	

Notes: ¹Payment rates define the unit cost rate of compensation to be received by the participant.

Contract Items 2: Pumping Plant(533) Practice Lifespan: 15 years Status: Planned 2023

Pumping plant facility - Install a pumping facility that delivers water at a designed pressure and flow rate for irrigation, watering facilities, wetlands, fire protection, removal of excessive subsurface or surface water, provide efficient use of water on irrigated land, transfer animal waste as part of a manure transfer system, improve air quality, and reduce energy use.

Fields:
Tract: 386 Fields: 3;

Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	
					2022 \$	2023 \$
2	Pumping Plant(533)	2 No			46,628	
2a	Variable Frequency Drive only (no pump) >15 Hp	120 HP	\$92.7900/ HP	PR ¹	11,135	
2b	Vertical Turbine Pump, Deep Well, >100 Hp	120 HP	\$295.7700/ HP	PR ¹	35,493	

Notes: ¹Payment rates define the unit cost rate of compensation to be received by the participant.

Contract Items 3: Sprinkler System(442) Practice Lifespan: 15 years Status: Planned 2023

Sprinkler System - Install a distribution system that applies water by means of nozzles operated under pressure to accomplish efficient and uniform application of water on irrigated lands.

Fields:

CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

PARTICIPANT BISHOP AREA WASTEWATER AUTHORITY	COUNTY AND STATE INYO County, CA	PROGRAM AND CONTRACT NUMBER EQIP 2018 749104212GF	SUBACCOUNT FY21 Watershed-level Water Conservation
AUTHORITY	WATERSHED North Fork Bishop Creek-Owens River	ACRES 165	EXPIRATION DATE 6/30/2024

Tract: 386 Fields: 3;

Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	
					2022 \$	2023 \$
3	Sprinkler System(442)	166.5 Ac				
3a	Solid Set System	165 Ac	\$1,359.6600 / Ac	PR ¹	224,344	224,344

Notes: ¹Payment rates define the unit cost rate of compensation to be received by the participant.

Contract Items 4: Irrigation Water Management(449)

Practice Lifespan: 1 year

Status: Planned 2022

Irrigation Water Management - Manage irrigation water by determining and controlling the volume, frequency, and application rate of irrigation water to improve irrigation water use efficiency, minimize irrigation induced soil erosion, decrease degradation of surface and groundwater resources, manage salts in the crop root zone, manage air, soil, or plant micro-climate, or reduce energy use.

Fields:

Tract: 386 Fields: 3;

Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	
					2022 \$	2023 \$
4	Irrigation Water Management(449)	166.5 Ac				
4a	IWM with Soil Moisture Sensors with Data Recorder	2 No	\$1,547.6100 / No	PR ¹	3,096	3,096

Notes: ¹Payment rates define the unit cost rate of compensation to be received by the participant.

CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

PARTICIPANT BISHOP AREA WASTEWATER AUTHORITY	COUNTY AND STATE INYO County, CA	PROGRAM AND CONTRACT NUMBER EQIP 2018 749104212GF	SUBACCOUNT FY21 Watershed-level Water Conservation
LAND UNITS OR LEGAL DESCRIPTION Farm:217 Tract(s):386.		WATERSHED North Fork Bishop Creek-Owens River	ACRES 165 EXPIRATION DATE 6/30/2024

Total Cost-Share or Payment by Year			Total Contract Payment
Year	2022	2023	
Amount(\$)	\$95,704	\$270,972	\$366,676

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.
 C. All cost share rates are based on average cost (AC) with the following exceptions:
 AA = Actual cost not to exceed average cost; FR = Flat Rate; NC = Non cost-shared; AM = Actual cost not to exceed a specified maximum; PR = Payment rates.
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Certification of Participants			
Signature	Date	Signature	Date
BISHOP AREA WASTEWATER AUTHORITY			

Signatures of Reviewing Officials	
Designated Conservationist - Technical Adequacy Certification	NRCS Approving Official
Signature: ROBERT PEARCE	Signature:
Date: 7/2/2021	Date:

PARTICIPANT BISHOP AREA WASTEWATER AUTHORITY	COUNTY AND STATE INYO County, CA	PROGRAM AND CONTRACT NUMBER EQIP 2018 749104212GF	SUBACCOUNT FY21 Watershed-level Water Conservation
LAND UNITS OR LEGAL DESCRIPTION Farm:217 Tract(s):386.		WATERSHED North Fork Bishop Creek-Owens River	ACRES 165 EXPIRATION DATE 6/30/2024

PRIVACY ACT

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.

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

NON-DISCRIMINATION STATEMENT

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

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

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

USDA is an equal opportunity provider, employer and lender.

CONSERVATION PROGRAM APPLICATION

Name: BISHOP AREA WASTEWATER AUTHORITY	Application Number: EQIP 2018 749104212GF
Address: 377 W LINE ST BISHOP CA 93514 Email: ddishion@cityofbishop.com	Application Date: 2/10/2021
	County and State: INYO, California
Telephone: (760) 937-1335	Watershed: North Fork Bishop Creek-Owens River
	Subaccount: FY21 Watershed-level Water Conservation
Location (Legal Description or Farm and Tract Number): Farm: 217 Tract(s): 386	

1. **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.

2. **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"/> CSP Renewal	<input type="checkbox"/> Agriculture Conservation Easement Program (ACEP) - Wetland Reserve Easements (WRE)
<input type="checkbox"/> Regional Conservation Partnership Program (RCPP) <input type="checkbox"/> EQIP <input type="checkbox"/> CSP	<input type="checkbox"/> Regional Conservation Partnership Program (RCPP) <input type="checkbox"/> ACEP- (WRE) <input type="checkbox"/> Healthy Forest Reserve Program (HFRP)

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: BISHOP AREA WASTEWATER AUTHORITY **Tax Number:** *****3123

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. Is the land being offered for enrollment used for crop (including forest-related) or livestock production?
- Crop Production Crop Type: Forage/Hay
 Livestock Production Livestock Type: Beef
5. 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
6. You certify that Certification of control of the land offered under the application is evidenced by:
- Deed or other evidence of land ownership (required for all ACEP-WRE applications)
 Written lease agreement
 Years of control are 2020 through 2025
 Other agreement or legal conveyance (describe):
7. Yes No Is the land offered under this application enrolled in any other conservation program?
8. Do you meet the criteria for any of the following categories? (mark all that apply)
- Limited Resource Farmer or Rancher
 Beginning Farmer or Rancher
 Socially Disadvantaged Farmer or Rancher
 Veteran Farmer or Rancher
 Not Applicable

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

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

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

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

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

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

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

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

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

These groups consist of the following:

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

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

Veteran Farmer or Rancher – The term "Veteran Farmer or Rancher" means a producer who served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve 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
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NON-DISCRIMINATION STATEMENT

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U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

General Contract Provisions

1. DEFINITIONS

- A. The following definitions are applicable to the Conservation Program Contract (CPC) entered into under the program identified in the program-specific section of this appendix. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the applicable program.
- i. Contract or CPC.—The program documents, including Form NRCS-CPA-1202, "Conservation Program Contract"; the Appendix to Form NRCS-CPA-1202; Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations"; Form NRCS-CPA-1156, "Revision of Plan/Schedule of Operations or Modification of a Contract"; and Form NRCS-CPA-152, "CPC Transfer Agreement." The contract sets forth the terms and conditions for program participation for the program identified in this Appendix.
 - ii. The Natural Resources Conservation Service or NRCS.—An agency of the United States Department of Agriculture (USDA). NRCS is administering this contract on behalf of the Commodity Credit Corporation (CCC). Therefore, where this contract refers to "CCC", NRCS may act on its behalf for the purposes of administering this contract.
 - iii. Participant.—A person, legal entity, joint operation, Indian tribe that is a producer, or other eligible party who has applied for participation in the program, has been selected as eligible for participation, and who has entered into this contract as responsible for implementing its terms and conditions. Any participant that will receive any share of a payment made for the implementation of this contract must be a signatory on the contract and eligible for such payment. Any participant on the contract may approve payment applications for the contract unless signatory is specifically not granted or assigned on the Contract Forms NRCS-CPA-1202 or NRCS-CPA-152.

2. ELIGIBILITY REQUIREMENTS

- A. The participant must, upon request, provide evidence to NRCS demonstrating that such participant controls the land during the contract period. By signing this contract, the participant certifies that such participant will control the land subject to the contract for the contract period.
- B. Land otherwise eligible for the applicable program shall not be eligible, except as agreed otherwise, in writing, by NRCS, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the program. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to the subject land.
- C. The participant shall not be eligible for payments for implementation of conservation practices or activities that the participant is required to implement to address non-compliance with 7 CFR Part 12, "Highly Erodible Land and Wetland Conservation." Contract payment will not be delayed for conservation practices or activities completed while in noncompliance with 7 CFR Part 12 or for the purpose of circumventing the payment eligibility requirements set forth in 7 CFR Part 12.

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NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

3. AGREEMENT

A. The participant agrees to—

- i. 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;
- ii. Comply with the terms and conditions of this contract;
- iii. 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;
- iv. Complete 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.
- v. Install conservation practices and activities according to the implementation requirements, designs, constructions plans, or other documents in order to meet the applicable NRCS technical criteria, and if not in possession of such information, contact your local office before installing your conservation practices and activities
- vi. 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;
- vii. 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;
- viii. Not undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by NRCS;
- ix. Not start any financially-assisted conservation practice or activity before this contract is executed by NRCS, unless NRCS approves a waiver;
- x. Complete and file Form CCC-902, "Farm Operating Plan," and as needed Form CCC-901, "Member's Information," as required by USDA under 7 CFR Part 1400, "Payment Limitation and Payment Eligibility." participants also agree to maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.
- xi. File forms required by NRCS for applicable payment limitation determinations.
- xii. File Form CCC-941, "Average AGI Certification and Consent to Disclosure of Tax Information," required by USDA for Adjusted Gross Income (AGI) determinations.
- xiii. Provide to NRCS, upon request, completed Form NRCS-CPA-1257 "Landowner Concurrence for Structural or Vegetative Activities," or other written concurrence from the landowner that identifies the participant has authority to install structural or vegetative

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conservation practices or activities.

- xiv. File Form NRCS-CPA-1245, "Practice Approval and Payment Application," upon completion of a contracted conservation practice or activity, in order to receive payment.
 - xv. 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 Office of the Inspector General or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract; and
 - xvi. Allow access to the land under contract to the NRCS representative, or its representative, for monitoring progress on this contract. NRCS shall provide reasonable notification to the participant prior to entering the land under contract.
 - xvii. Not engage the services of a certified technical service provider (TSP) before this contract is executed by NRCS. If interested in obtaining funds for TSP services, the participant must make a request to NRCS. NRCS will determine if funds are available for TSP services and will work with the participant to modify the contract accordingly. Under no circumstances will NRCS reimburse participants for TSP services obtained prior to approval of such reimbursement under the contract. The participant must submit invoices from the certified TSP for the work performed and any other documentation needed for NRCS to determine the technical services were completed in accordance with NRCS requirements. The participant is responsible for ensuring that the TSP services meet program requirements. NRCS may seek repayment of any TSP payments made to the participant if NRCS terminates this contract, as provided under paragraphs 6 and 7 of this Appendix.
 - xviii. Conduct business with NRCS employees and representatives in a respectful manner and ensure safety of NRCS employees and representatives while on site.
- B. NRCS agrees, subject to the availability of funds, to:
- i. 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. This contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, "Prompt Payment," and is governed by the terms set forth herein.
 - ii. Approve payments based on the actual extent of the conservation practice or activity implemented. NRCS will approve payments based on the payment rate and extent 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;
 - iii. Approve payments submitted on Form NRCS-CPA-1245 based upon the shares to which the parties have agreed as set forth on Form NRCS-CPA-1202.

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NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
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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.

i. 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.

ii. 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.

iii. 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. When NRCS approves a contract transfer, the transferee accepts all rights and responsibilities, including the right to payment for activities and practices implemented on the transferred land.

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.

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NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
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- B. 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.
- 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 in accordance with paragraph 5 above. 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. NRCS will issue payment and approve transfers in accordance with guidance provided in applicable provisions of 7 CFR Parts 707, "Payments Due Persons Who Have Died, Disappeared, or Have Been Declared Incompetent," and 1400 as determined by NRCS. If the estate or authorized representative is identified by operation of State law, in a court-approved document, or a will, the estate or other authorized representative will be considered as appointed by the participant under the terms of the contract appendix. The term "estate representative" also refers to the heirs where the operation of law does not require the establishment of a formal estate.

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 3 "Debt Management." 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.

8. OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES OR ACTIVITIES (O&M AGREEMENT)

The participant agrees to operate and maintain (O&M) all conservation practices or activities included within this contract. The participant's O&M responsibilities begin when they complete the conservation practice or activity, as determined by NRCS, and shall continue through the end of the practice or activity lifespan. Failure to carry out O&M may result in NRCS terminating this contract.

9. PROVISIONS RELATING TO TENANTS AND LANDLORDS

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

- A. 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.
- B. 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 NRCS, must be refunded and no further payments shall be made.

10. MISREPRESENTATION AND SCHEME OR DEVICE

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 NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all conservation program contracts. The provisions of this paragraph of the Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

11. 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, "National Appeals Division," Subpart A, and part 614, "NRCS Appeal Procedures." Pending the resolution of an appeal, no payments shall be made under this contract. Before a participant seeks judicial review, the participant must exhaust all appeal rights granted within these regulations.
- B. The participant may also request equitable relief as provided under 7 U.S.C. 7996, "Equitable Relief from Ineligibility for Loans, Payments, or Other Benefits," and 7 CFR Part 635 "Equitable Relief from Ineligibility."

12. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this contract, the participant certifies that the participant will comply with the requirements of 2 CFR Part 182. "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR 421, "Requirements for Drug-Free Workplace (Financial Assistance)." If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

13. CIVIL RIGHTS REQUIREMENTS

The participant agrees to follow proper rules and regulations in accordance with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendment, 1972; Section 504 Rehabilitation Act, 1973; Age Discrimination Act, 1975; and all other departmental rules and regulations, enforcing nondiscrimination in program delivery.

**Environmental Quality Incentive Program (EQIP) Provisions which includes
EQIP contracts enrolled under the Regional Conservation Partnership
Program (RCPPEQIP)**

1. GENERAL TERMS

- A. The regulations in 7 CFR Part 1466, "Environmental Quality Incentives Program", 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. In addition to the documents identified in the general provisions, the contract also incorporates the following documents, to which the participant is bound:
 - i. Conservation Plan and Plan Maps
 - ii. Operation and Maintenance Plans, as applicable
- C. Definitions.—Refer to 7 CFR Part 1466 at §1466.3 for definitions of "Water Management Entity," "Indian Tribe," and, "Historically Underserved Producer" and the component definitions therein, of "Beginning Farmer or Rancher," "Socially Disadvantaged Farmer or Rancher," "Limited Resource Farmer or Rancher," and "Veteran Farmer or Rancher."

2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. Participants must be the operator, owner, or other tenant of an agricultural and/or nonindustrial private forestland (NIPF) operation in the Farm Service Agency (FSA) farm records management system and have effective control of the land for the EQIP contract period.
- B. Participants must demonstrate to the satisfaction of NRCS that they are engaged in agricultural production or forestry management or have an interest in the agricultural or forestry operation associated with the land offered for an EQIP contract.
- C. Participants must be in compliance with the highly erodible land and wetland conservation provisions found in 7 CFR Part 12.
- D. Participants must comply with adjusted gross income (AGI) provisions found at 7 CFR Part 1400.
- E. Participants must supply information, as required by NRCS, to determine eligibility for EQIP.
- F. Participants who are eligible for EQIP and self-certify as meeting the requirements of any of the historically underserved (HU) designations are eligible for an increased payment rate and advance payments.
 - i. Increased Payment Rate.—HU participants must be awarded the applicable payment rate plus an additional rate that is not less than 25 percent above the applicable rate not to exceed 90 percent of the estimated incurred costs, as documented in an approved payment schedule.
 - ii. Advance Payments. —HU participants may elect to receive advance payments on a contract item basis for a portion of the anticipated costs associated with purchasing materials or contracting services to implement a conservation practice.

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3. AGREEMENT

- A. Participant accepts applicable program contract and payment limits as found in 7 CFR Part 1466 for EQIP and this Appendix.
- i. A person or legal entity may not receive, directly or indirectly, payments that in the aggregate exceed \$450,000 for all EQIP contracts entered into during the period of December 20, 2018 through September 30, 2023 (i.e., the years of the 2018 Farm Bill) unless one of the following applies:
- Water management entities where NRCS has approved a payment limitation waiver not to exceed \$900,000.
 - Participants enrolled under an EQIP National Organic Initiative contract may not exceed a \$140,000 payment limit.
 - Contracts with Indian Tribes or Alaska Native Corporations are not subject to payment limits.
- ii. Contract limit is the maximum payment amount allowed under a single contract.
- Each EQIP contract with a person or legal entity will be limited to \$450,000.
 - EQIP contracts with joint operations (general partnerships or joint ventures) or group projects may have a contract limit of up to \$900,000 where NRCS has approved contract limitation waiver. The contract limit is separate from any applicable payment limitation.
 - The contract limitation will not increase due to the change in business type for contract transfers from a person or legal entity to a joint operation,
 - Indian Tribes or Alaska Native Corporations are not subject to contracts limits.
- B. If an EQIP schedule of operations includes an animal waste storage or treatment facility on an animal feeding operation (AFO), the participant agrees to develop an NRCS-approved comprehensive nutrient management plan (CNMP) prior to implementation of any waste storage or treatment facility or associated nutrient management activities. The CNMP will account for resource concerns and conservation practices and activities planned for an AFO associated with storing, treating, land applying, or handling (transferring) of animal waste or organic byproducts, such as animal carcasses.
- C. If an EQIP schedule of operations includes forest-related conservation practices or activities on forest land, the participant agrees to implement conservation practices and activities consistent with an approved forest management plan.
- D. If an EQIP contract is funded under the EQIP Organic Initiative (16 U.S.C. 3839aa-2(i)), the participant agrees to develop and implement conservation practices that are consistent with an organic system plan.

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NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

4. PAYMENT

- A. NRCS makes EQIP financial assistance payments to producers upon completion of conservation practices and activities, as described in program contracts, and based on certification that the conservation practices and activities meet NRCS standards and specifications
- B. HU participants may elect to receive advance payments of not less than 50 percent of the EQIP conservation practice payment amount to purchase materials or contract services associated with practice implementation.
- C. If NRCS makes an advance payment to an HU participant, the participant must expend the advance payment within 90 days of receipt of the funds. If funds provided in advance are not expended during the 90-day period beginning on the date of receipt of the funds, NRCS will notify the participant with an advance payment collection letter that the participant must return the funds within 90-days of receipt of the collection letter. Failure to return the funds will result in the participant being in violation of the terms of the contract, and the contract will be terminated.
- D. The conservation practices associated with advance payment must be completed as scheduled in the EQIP schedule of operations.
- E. Participants may assign payments, including advance payments, directly to vendors.

5. PERIOD OF PERFORMANCE

The contract period will last, at a minimum, from the date of obligation through the last scheduled conservation practice or activity (including any additional operation and maintenance necessary to achieve desired conservation benefits), not to exceed 10 years.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by participants by signing this Appendix may subject the participants to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this Appendix.

_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

NOTE: This information collection is exempted from the Paperwork Reduction Act. The provisions of appropriate criminal and civil fraud, privacy and confidentiality, and other statutes may be applicable to the information provided.

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STAFF REPORT

To: Bishop Area Wastewater Authority Board
From: Deston Dishion
Subject: Authorize Administrator to Meet with Bishop Paiute Tribe
Prepared on: July 16, 2021



Approved By: _____
Deston Dishion, Administrator

Background/History:

The Bishop Paiute Tribe is a major contributor of wastewater to the Eastern Sierra Community Services District WWTP. The Tribe is looking to construct new housing and will need additional capacity to accommodate their growth. In the past the Tribe was interested in providing financial assistance for the construction of a new wastewater treatment plant to increase capacity.

Analysis/Discussion:

As the BAWA acquires additional discharge land and completes the improved irrigation system additional capacity will be gained that may prove to be important to the Tribe's growth. As the BAWA Administrator, I would like to begin conversations with the Tribe about potential financial support to the BAWA improved irrigation project.

Budget Impacts:

The are no budget impacts associated with this item at this time.

Recommendation: Action Requested

The BAWA board authorize the Administrator to meet with the Bishop Paiute Tribe to discuss potential financial support.

STAFF REPORT

To: Bishop Area Wastewater Authority Board
From: Deston Dishion
Subject: Authorize Administrator to Sign Proposal for Appraisal Services
Prepared on: July 16, 2021



Approved By: _____
Deston Dishion, Administrator

Background/History:

The Bishop Area Wastewater Authority (BAWA) has been working with the Los Angeles Department of Water and Power (LADWP) to purchase approximately 400 acres of land. This land will be used to increase the discharge area.

Analysis/Discussion:

As with any sale of LADWP land a third-party appraiser must perform the appraisal. Before the appraisal process can begin LADWP must complete a survey of the subject property. At this time LADWP has informed me that the survey is nearly complete. Due to the complexities of the appraisal that are required by LADWP, using an appraiser that is familiar with their process will be beneficial to both parties. Cheryl Bretton of Mammoth Lakes is a local appraiser that has worked for numerous agencies appraising land that has been purchased from LADWP. The City of Bishop has worked successfully with Cheryl in prior land acquisitions.

Budget Impacts:

The budget impact will be between \$5000 and \$10,000 depending on the complexity of the appraisal. The complexity of the appraisal can't be determined until we have an initial meeting with LADWP.

Recommendation: Action Requested

The BAWA board authorize the Administrator to sign agreement with Cheryl Bretton for appraisal services not to exceed \$10,000.

STAFF REPORT

To: Bishop Area Wastewater Authority Board
From: Deston Dishion
Subject: Approve Proposal from Lumos and Associates to Prepare Revised Report of Waste Discharge.
Attachment: Lumos and Associates Proposal
Prepared on: July 16, 2021



Approved By: _____
Deston Dishion, Administrator

Background/History:

With the formation of the Bishop Area Wastewater Authority (BAWA) the State Water Quality Control Board has requested that the BAWA apply to become Administrators of Discharged Wastewater. The BAWA has completed the first phase of the process by completing a Title 22 Engineering Report for the State Division of Drinking Water. The Title 22 Report was drafted by Lumos and Associates.

Analysis/Discussion:

Many aspects of the Revised Report of Waste Discharge have been completed in the Title 22 Report and will be referred to in the Revised Report of Waste Discharge. Lumos and associates have provided a proposal to provide assistance to complete the Revised Report of Waste Discharge and is shown in the attachment. Jonathon and I have had phone meetings with Jay Cass of State Water Quality Control Board to discuss the scope of the application. At this time, we feel the scope within the proposal will cover all necessary items but is subject to final approval at submittal. If additional tasks are required by the State an amended scope will be required.

Budget Impacts:

The cost of this proposal is \$33,000. The funds are in the approved 2021/2022 Fiscal Year Budget.

Recommendation: Action Requested

The BAWA board approve the proposal from Lumos and Associates in the amount of \$33,000.



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July 12, 2021

PN LA21.475

Deston Dishion, Administrator
Bishop Area Wastewater Authority
300 Broadway, Suite 39
Bishop, CA 93514

(760) 873-8458

Via Email: ddishion@cityofbishop.com

Subject: Bishop Area Wastewater Authority – Revised Report of Waste Discharge (Exhibit A)

Dear Mr. Dishion:

Lumos & Associates, Inc. (Lumos) is grateful for the opportunity to present this proposal to assist the Bishop Area Wastewater Authority (BAWA) with professional engineering services to assist the BAWA with preparation of a response to the Lahontan Regional Water Quality Control Board's (LRWQCB) request for a revised Report of Waste Discharge for the BAWA recycled water project.

Project Understanding

We understand both the City of Bishop (City) and the Eastern Sierra Community Service District (ESCSA) have created a Joint Powers Authority (JPA), known as BAWA, for the collection, management, and disposal of secondary undisinfectated recycled water (effluent) emanating from both of the treatment plants owned and operated by the City and ESCSD. These treatment plants are adjacent to one another and located in Bishop, California. Under the JPA, BAWA has developed preliminary plans for expansion of the irrigation system, including upgrades to the manner of irrigation from existing flood irrigation to pressurized sprinkler irrigation, as well as an expansion in the place of use for irrigation, consisting of up to 400 acres of land being acquired from Los Angeles Department of Water and Power (LADWP).

Following BAWA's completion of an approved Title 22 Engineering Report, LRWQCB has requested that BAWA update the Reports of Waste Discharge (ROWD) for both of BAWA's contributing water reclamation facilities (WRF) separately owned and operated by the City of Bishop (City) under Order 6-94-25, and the Eastern Sierra Community Service District (ESCSA) under Order 94-24. As a result, BAWA has requested Lumos to provide professional engineering services to assist with preparation of the revised Report of Waste Discharge to support the project.

Project Scope:

Lumos anticipates the following scope of work:

Task 1: Application for Report of Waste Discharge

Under this task we will prepare an application for an updated ROWD (Form 200) as required by LRWQCB. The application will be completed and prepared for final signature and submittal to

LRWQCB by the BAWA Administrator. This task will include the preparation of the additional information required in the ROWD Form 200 Section VI – Other Required Information. LRWQCB has provided the additional information required under Section VI, attached as Enclosure 1 to the October 23, 2020 Request for Revised Report of Waste Discharge from the City of Bishop [& Eastern Sierra Community Service District] Wastewater Treatment Plant. The additional information requested under Section VI generally consists of the following items:

1. Facility Information – Most of the information required under this section will be referenced from the recent Title 22 Engineering Report for the project.
2. Effluent and Receiving Water Quality Characteristics – The existing effluent quality will be referenced from the Title 22 Engineering Report. Existing monitoring well data will be collected from BAWA to document the receiving water (aquifer) quality. The one-time sampling of the 126 priority pollutants per 40 CFR Part 423, Appendix A, is assumed to be completed by BAWA directly and is not included in this scope.
3. Effluent Disposal Sites – Much of this section will be referenced from the Title 22 Engineering Report. This section will also include a new analysis of winter storage options as requested by LRWQCB. This analysis will be conceptual and describe approximate cost impacts associated with various winter storage options for BAWA. Existing percolation results are anticipated to be sufficient for this section, and no new percolation tests are expected to be required. If additional percolation tests are required by LRWQCB they can be provided under an amended scope of work.
4. Planned Projects – This section will include a description of future BAWA projects and will be developed in coordination with the BAWA Administrator. The CEQA status will be developed with information to be provided by BAWA's Environmental Consultant.
5. Degradation Analysis – Lumos will work with a subconsultant to prepare a technical memo for the degradation analysis. It is assumed that basic modeling and nitrate balances for irrigation and cattle production will be sufficient for the analysis. If DDW requires advanced numeric modeling to support the degradation analysis, this can be provided under an amended scope of work.
6. Groundwater Monitoring Network – This section will be prepared for the existing monitoring wells in the project area that are presently owned and operated by both the City and ESCSD. No additional monitoring wells are anticipated at this time.
7. Geology and Hydrogeology – Lumos will prepare this section based off of existing information from the monitoring wells. It is assumed that the monitoring well completion reports will be provided by BAWA for analysis.
8. Disinfection Byproducts Control Plan – As BAWA does not presently disinfect its secondary effluent, this section is not anticipated to include an actual disinfection byproducts (DBP) control plan. It is assumed that LRWQCB will not require disinfection based upon the approved Title 22 Engineering Report. If disinfection is required, then the DBP Control Plan can be provided under an amended scope of work.

We anticipate being able to submit the updated ROWD to BAWA within 12 weeks of Notice to Proceed.

Task 2 – Direct Expenses/Reimbursables

Any fees or other associated project costs incurred by Lumos for submittal plan, and document reproduction, to obtain copies of previous plans or reports, additional mapping, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%.

Additional production of plans and specifications as requested by the client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- BAWA will sign and submit the completed ROWD Application.
- No numeric modeling of groundwater is included in this proposal.
- Existing monitoring well data including well logs and water quality are available.
- No new monitoring wells are included in this proposal.
- The one-time water quality tests for the 126 Priority Pollutants per 40 CFR Part 423, Appendix A, are not included in this proposal.
- Percolation tests for the irrigation area are not included in this proposal.
- No design work is included in this proposal.
- No other permitting assistance is included in this proposal.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Application for Report of Waste Discharge	\$33,000
Task 2	Direct Expenses/Reimbursables	T&M

Tasks 1 is lump sum and Tasks 2 is time and materials (T&M). Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please sign the provided contract. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 1/2% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Jonathan Lesperance, P.E.
Group Manager – Engineering Division

Election of Officers – Chairman and Vice Chairman

Chairman Pachucki will open nominations for election of officers and will turn it over to Deston Dishion, Authority Administrator.

Deston will then call for nominations for the position of Chairman.

After all nominations have been made, Pachucki will make a motion to close the nominations for Chairman. Take roll count to close nominations.

A roll call will be taken for the nominated person(s).

Newly elected Chairman will move to the middle seat and open nominations for Vice-Chairman.

After all nominations have been made, newly elected Chairman will make a motion to close the nominations for Vice-Chairman. Take roll count to close nominations.

A roll call will be taken for the nominated person(s).

Newly elected Vice-Chairman will move to the correct seat next to the Chairman.

Both newly elected will serve a one year term.

*If more than one commissioner is nominated, someone needs to make a motion to appoint one of the nominations (do not take roll on each person for higher vote).