

Conservation Plan

Longwood Lake Cabin Owners Association Inc.
2014 EQIP Contract # 742B29140B2
Farm # 862 Tract # 881
Golden-winged Warbler

Expiration Date: 12/31/2020

Jefferson Twp. Morris Co.



Natural
Resources
Conservation
Service

United States
Department of
Agriculture

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CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

PARTICIPANT LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC	COUNTY AND STATE MORRIS County, NJ	PROGRAM AND CONTRACT NUMBER EQIP 2014 742B29140B2	SUBACCOUNT Golden Winged Warbler (NJ Statewide)	
LAND UNITS OR LEGAL DESCRIPTION Farm:862 Tract(s):881.		WATERSHED Upper Rockaway River	ACRES 375.7	EXPIRATION DATE 12/31/2020

Contract Item 1: Brush Management(314)		Practice Lifespan: 10 years		Status: Planned 2015									
Target Area 1: Use a combination of mechanical and chemical control as a pre-treatment to remove undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on pesticide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.													
Fields: Tract: 881 Fields: 6;													
Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR								
					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$				
1	Brush Management(314)	10.5 ac	\$336.9300/ Ac	PR ¹	3,538								
1a	Hand Tools and Chemical Treatment	10.5 Ac			3,538								

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

Contract Item 2: Brush Management(314)		Practice Lifespan: 10 years		Status: Planned 2015								
Target Area 2: Use a combination of mechanical and chemical control as a pre-treatment to remove undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on pesticide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.												
Fields: Tract: 881 Fields: 2, 3;												
Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR							
					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$			
2	Brush Management(314)	4 ac	\$336.9300/ Ac	PR ¹	1,348							
2a	Hand Tools and Chemical Treatment	4 Ac			1,348							

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Contract Item 3: Forest Trails and Landings(655)

Practice Lifespan: 5 years

Status: Planned 2016

Install forest trails and landings to provide periodic access to the newly target forest management areas proposed Golden-winged Warbler habitat. Trails and landings will be of a size, gradient, number and location to accomplish the intended purpose. To control and minimize erosion install water control measures such as water bars, broad-based dips, turnups, etc. where needed and re-vegetated trails as needed. Installation will be supervised by a consultant forester or other resource professional.

Fields:

Tract: 881 Fields: 5;

Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR								
					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$				
3	Forest Trails and Landings(655)	5200 ft			3,952								
3a	Trail and Landing Installation	5200 Ft	\$0.7600/ Ft	PR ¹	3,952								

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

Contract Item 4: Early Successional Habitat Development and Management(647)

Practice Lifespan: 1 year

Status: Planned 2016

Target Area 1: Establish an early successional habitat for Golden-winged Warbler and other wildlife species that require young forest habitat. Young forests are areas with a few mature trees, many shrubs and sapling, and some openings with grasses and wildflowers. To create healthy young forest habitat to benefit the Golden-winged Warbler ensure that desirable seedlings are present before overstory trees are removed. Trees and invasive shrubs will be cut in these areas, leaving 10 to 20 trees of 9 inches diameter or greater per acre and leaving all non-invasive shrubs. Cut should occur from September through March to minimize disturbance to nesting birds. Trees to be retained in the stand will be marked by a qualified forester. Consult NRCS before beginning cutting operations.

Fields:

Tract: 881 Fields: 6;

Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR								
					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$				
4	Early Successional Habitat Development and Management(647)	21 ac			26,191								
4a	Wildlife opening, heavy density	21 Ac	\$1,247.1500 / Ac	PR ¹	26,191								

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

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		WATERSHED Upper Rockaway River		ACRES 375.7

Contract Item 5: Early Successional Habitat Development and Management(647)	Practice Lifespan: 1 year	Status: Planned 2017
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Target Area 2: Establish an early successional habitat for Golden-winged Warbler and other wildlife species that require young forest habitat. Young forests are areas with a few mature trees, many shrubs and saplings, and some openings with grasses and wildflowers. To create healthy young forest habitat to benefit the Golden-winged Warbler ensure that desirable seedlings are present before overstory trees are removed. Trees and invasive shrubs will be cut in these areas, leaving 10 to 20 trees of 9 inches diameter or greater per acre and leaving all non-invasive shrubs. Cut should occur from September through March to minimize disturbance to nesting birds. Trees to be retained in the stand will be marked by a qualified forester. Consult NRCS before beginning cutting operations.

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Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR								
					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$				
5	Early Successional Habitat Development and Management(647)	8 ac					9,978						
5a	Wildlife opening, heavy density	8 Ac	\$1,247.1500 / Ac	PR ¹			9,978						

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

Contract Item 6: Forest Stand Improvement(666)	Practice Lifespan: 10 years	Status: Planned 2017
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Manipulate species composition and stand structure by cutting or killing selected trees and undesirable understory to benefit Golden-winged Warbler and other wildlife species. Cut should occur from September through March to minimize disturbance to nesting birds. Marking of the trees to be removed should be done by a qualified forester. Forest stand improvement can help improve stand quality for wildlife purposes and sustain optimum productivity of woodland resources while protecting the natural resources.

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					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$				
6	Forest Stand Improvement(666)	18 ac					6,841						
6a	Comprehensive Forest Stand Treatment, no chipping	18 Ac	\$380.0400/ Ac	PR ¹			6,841						

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		WATERSHED Upper Rockaway River	ACRES 375.7

Contract Item 7: Access Control(472)

Practice Lifespan: 10 years

Status: Planned 2010

Install wildlife exclusion fence around the newly wildlife opening area to allows understory regeneration of desirable tree species by protecting area from deer browsing. A total of 2,550 ft of eight foot high, woven wire exclusion fence will be used. Fencing shall be constructed in accordance with NRCS technical standards and specifications.

Fields:

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Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR							
					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$			
7	Access Control(472)	8 ac							8,109			
7a	Wildlife Exclusion Fence	2550 Ft	\$3.1800/ Ft	PR ¹					8,109			

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

Contract Item 8: Brush Management(314)

Practice Lifespan: 10 years

Status: Planned 2018

Target Area 1: Use a combination of mechanical and chemical control as a post-treatment to remove and treat any resprout of undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on pesticide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.

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					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$			
8	Brush Management(314)	10.5 ac							3,538			
8a	Hand Tools and Chemical Treatment	10.5 Ac	\$336.9300/ Ac	PR ¹					3,538			

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		WATERSHED Upper Rockaway River		ACRES 375.7

Contract Item 9: Brush Management(314)

Practice Lifespan: 10 years

Status: Planned 2019

Target Area 2: Use a combination of mechanical and chemical control as a post-treatment to remove and treat any resprout of undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on pesticide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.

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Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR							
					2015 \$	2016 \$	2017 \$	2018 \$	2019 \$			
9	Brush Management(314)	4 ac								1,348		
9a	Hand Tools and Chemical Treatment	4 Ac	\$336.9300/Ac	PR ¹						1,348		

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LAND UNITS OR LEGAL DESCRIPTION Farm:862 Tract(s):881.			WATERSHED Upper Rockaway River	ACRES 375.7
			EXPIRATION DATE 12/31/2020	

	Total Cost-Share or Payment by Year										Total Contract Payment
Year	2015	2016	2017	2018	2019						
Amount(\$)	\$3,538	\$31,491	\$16,819	\$11,647	\$1,348						\$64,843

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 LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC	Date	Signature	Date	Signature	Date

Signatures of Reviewing Officials					
Designated Conservationist - Technical Adequacy Certification Signature: DAVID SCHAAF Date: 9/16/2014			NRCS Approving Official Signature: FRANCES DEFICCIO USDA electronic signature; manual signature not required. Date: 9/18/2014		

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Certification of Participants					
Signature LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC Jeff O'alloway, President	Date 9/15/14	Signature	Date	Signature	Date

Signatures of Reviewing Officials	
Designated Conservationist - Technical Adequacy Certification Signature:  Date: 9/15/14	NRCS Approving Official Signature:  Date: ACTWU DC

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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.

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To file a complaint of discrimination, complete, sign and mail a program discrimination complaint form, available at any USDA office location or online at www.ascr.usda.gov, or write to:

USDA
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, S.W.
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer and lender.

Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

CONSERVATION PROGRAM CONTRACT

Participant: LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC	Program and Contract Number: EQIP 2014 742B29140B2
County and State: MORRIS County, NJ	Subaccount: Golden Winged Warbler (NJ Statewide)
Watershed: Upper Rockaway River	This agreement is effective on the date signed by the Natural Resources Conservation Service approving official and extends through 12/31/2020

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
3. The participant(s) agree:
 - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC 556 HILLSDALE AVE HILLSDALE , NJ 07642 (212) 837-6629	SSN or TAX ID if applicable *****4496
	DUNS (non-individuals) 006155008
Signature	Payment Shares 100.00%
Date	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2015	2016	2017	2018	2019						Total
\$3,538	\$31,491	\$16,819	\$11,647	\$1,348						\$64,843
										\$64,843

6. NRCS APPROVING OFFICIALS

Application Approval FRANCES DEFICCIO USDA electronic signature; manual signature not required.	Contract Obligation FRANCES DEFICCIO USDA electronic signature; manual signature not required.
Date: 9/15/2014	Date: 9/18/2014

CONSERVATION PROGRAM CONTRACT

Participant: LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC	Program and Contract Number: EQIP 2014 742B29140B2
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Date: 9/15/2014	

CONSERVATION PROGRAM CONTRACT

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U. S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)

APPENDIX TO FORM NRCS-CPA-1202
CONSERVATION PROGRAM CONTRACT

For
Environmental Quality Incentives Program (EQIP)
Regional Conservation Partnership Program (RCPP)
(which is administered under and subject to EQIP regulations)

1 PROGRAM ELIGIBILITY REQUIREMENTS

- A** The Participant must complete and file Form AD-1026 Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification or any successor form, and meet the requirements set forth therein, in accordance with Title XII of the Food Security Act of 1985, as amended. By signing this Conservation Program Contract (Contract), the Participant certifies that the Participant has completed and filed the AD-1026 and meets the payment eligibility requirements set forth in the Highly Erodible Land Conservation-Wetland Conservation (HELC-WC) provisions at 7 CFR part 12. AMA participants are not required to meet the HELC-WC provisions.
- B** For AMA, the Participant must meet the requirements of, complete and file Form CCC-941 (Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information) or any successor form. By signing this Contract, the Participant certifies that the Participant has met the requirements of, completed, and filed the applicable form. A person or legal entity shall not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the person or legal entity does not meet the adjusted gross income (AGI) limitations established by Section 1001D of the Food Security Act of 1985, as amended, and implemented through regulations at 7 CFR part 1400. The amount of any payment or benefit shall be reduced by an amount that is commensurate with the direct and indirect ownership interest in the entity of each person who has income in excess of the applicable limitation specified.
- 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 7CFR 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 the Commodity Credit Corporation (CCC) demonstrating that such Participant has control of the land for that period. Where applicable, the Natural Resources Conservation Service (NRCS) will consult with the U.S. Department of Interior, Bureau of Indian Affairs (BIA) to determine Tribal land eligibility.
- E** The Participant shall not be eligible for Contract payments for any of the following: (1) practices or activities that the participant is required to implement to address non-compliance with the HELC and WC provisions at 7 CFR part 12 (AMA participants are not subject to HELC or WC provisions);

(2) a non-land based structure that is not integral to a land based practice or activity; (3) practices and activities that were applied with financial assistance through any other USDA conservation program; (4) practices or activities that were initiated or implemented prior to contract approval, unless a waiver was granted by the State Conservationist prior to the practice or activity implementation; and (5) water conservation and irrigation related conservation practices or activities on land that does not meet applicable program irrigation history requirements.

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, activities, or where a benefit has or will be obtained from a Federal, or State agency (including political subdivisions and entities thereof) in return for the Participant's agreement not to implement the conservation plan and associated practices and activities on the land during the same time as the land would be enrolled in this Contract. By applying for the program Contract, the Participant certifies as a condition for payment that no such restrictions apply to the subject land.

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.

H The Participant will obtain the landowner's signature on the Contract or provide to NRCS written authorization from the landowner that identifies the Participant has authority to install structural or vegetative practices. The landowner's signature on the Contract for purposes of authorizing such practices does not qualify the landowner for program payments unless all other program participation and payment eligibility requirements are met, as determined by NRCS.

I The Participant must be an eligible agricultural producer as defined in 7 CFR part 1466 or 7 CFR part 1465.

2 OFFERS FROM APPLICANTS

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

3 AGREEMENT

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 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 the NRCS State Conservationist (STC) or designee. The Participant may submit a written request to waive this requirement for financially assisted practices;

- (3) Secure CCC funding for services obtained by the Participant from a certified TSP through contract development or contract modification with CCC before engaging the services of a TSP if CCC payment for TSP services is desired;
- (4) Apply or commence a financially-assisted practice or activity within the first 12 months from the date this Contract is signed by CCC.
- (5) Complete all AMA practices at least one year before the expiration date of the Contract.
- (6) Establish or implement, 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 or management during the contract period, the Participant must also ensure these responsibilities are transferred to subsequent owners or managers as provided herein;
- (7) Notify NRCS within 60 days of the transfer of interest to an eligible transferee who accepts the contract's terms and conditions by completing Form NRCS-CPA-152 Conservation Program Contract Transfer Agreement, or the contract will be terminated;
- (8) Share responsibility for ensuring that Form NRCS-CPA-1155, Conservation Plan or Schedule of Operations, is accurate and complete. CCC has no authority to compensate participants for 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 or statute authority, as determined by CCC;
- (10) Discontinue work or practice implementation and notify NRCS immediately if during the construction of any practice a previously unknown or 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 (CNMP) in contracts associated with an Animal Feeding Operation (AFO) that include a waste storage or treatment facility; develop and implement all practices identified in a forest management plan (FMP) for all non-industrial private forestland (NIPF) subject to this Contract; and develop and carry-out an organic system plan or develop and implement those conservation practices that are consistent with an existing organic system plan for contracts funded under the EQIP Organic initiative (16 U.S.C. 3839aa-2(i)); and
- (15) Accept applicable program contract and payment limits as found in program regulations and 7 CFR part 1400, 7 CFR part 1465, and 7 CFR part 1466:
 - **AMA** - payments received by a person or legal entity through all AMA sources (Including NRCS, Risk Management Administration, and Agricultural Marketing Service, or any agent acting on behalf of these agencies), shall not exceed a total of **\$50,000 per person or legal entity for any fiscal year**;
 - **EQIP** - payments made to a person or legal entity may not receive, directly or indirectly, financial assistance payments under EQIP that, in aggregate, exceed **\$450,000** for all contracts entered into under EQIP by the person or legal entity during the period of fiscal years **2014 through 2018**. No single EQIP contract with a person or legal entity may exceed a total obligation greater than \$450,000.
 - **EQIP-Organic** - Financial assistance payments funded under the EQIP Organic Initiative at 16 U.S.C. 3839aa-2(i) to a person or legal entity directly or indirectly, may not exceed in aggregate **\$20,000 per fiscal year or \$80,000 during any six-year period**.

(a) The following items are applicable to all of the above listed programs:

- (i) Payments received in excess of these limits are improper payments and subject to immediate refund.
- (ii) Annual and contract payment limitations may not be waived.
- (iii) Split payments to avoid provisions of annual payment limitations are not allowed. When payment requests for satisfactorily completed practices exceed the annual or contract limitation for a person or legal entity, that portion that exceeds the limitation will not be deferred to the next fiscal year. The balance will be de-obligated and no provision for waiver to exceed the limitation is allowed.
- (iv) Certification of completed practices will not be delayed or postponed to circumvent the annual payment limitations.

4 CONSERVATION PLAN

By signing the Contract, the Participant agrees:

- (A) that the NRCS-CPA-1155, Conservation Plan or Schedule of Operations is hereby incorporated as a part of the Contract; and
- (B) 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 financial assistance payments at the rate specified in this Contract after a determination by CCC that an eligible conservation practice or activity has been implemented in compliance with the conservation plan, and in accordance with appropriate NRCS 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, and if requested, any applicable receipts or invoices, as necessary. Except for reasons beyond the control of the Participant, failure of the Participant to report completion of practices or activities on Form NRCS-CPA-1245 during the contract period of performance will result in forfeiture of all rights to payment under this Contract.
- B** Payments will be issued based on the payment rate and the amount of the actual practice extent implemented, 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 the applicable payment rate(s) in effect for the fiscal year of Contract obligation. Payment rates reflect costs associated with implementation of the approved conservation practice but do not include potential costs associated with the operation and maintenance of practices, per Paragraph 6 of this Appendix. Costs associated with operation and maintenance of a practice for the intended lifespan are the responsibility of the Participant.
- 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 certified 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 certified 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, it is recommended that the Participant consult with a tax accountant or refer to IRS publication 225 "Farmers Tax Guide" or successor IRS publications.
- E** Payments will only be issued for practices or activities that are completed within the contract period of performance and meet or exceed the practice standards described in the NRCS Standards and Specifications.
- F** Collection of amounts due from a Participant for improper payment or any other reason will follow procedures of 7 CFR part 1403. NRCS will notify the Participant and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the CCC 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 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 signature authority is specifically not granted or assigned on the Contract form NRCS-CPA-1202 or NRCS-CPA-152.
- 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, NRCS-CPA-1245, is submitted. NRCS may reduce payments to account for the funds received from other sources in accordance with program requirements.
- I** Historically underserved EQIP participants, as determined by CCC, may receive advance payments up to 50 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 an NRCS approved practice design prior to issuance of the advance payment. If funds provided in advance are not expended during the 90-day period beginning on the date of receipt of the funds, the funds shall be returned to the CCC within a reasonable timeframe, as determined by NRCS. The State Conservationist may extend this amount of time on a case by case basis. Advanced payments will be subject to all terms and conditions including those identified in Paragraph 12 of this Appendix—Recovery of Costs.
- 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. Though the Participant will not be notified by NRCS that a payment offset has occurred, NRCS records will reflect full Contract payment to the Participant.
- K** Contract payments will not be delayed for practices completed while in non-compliance with the HELC-WC provisions or for the purpose of circumventing the payment eligibility requirements as set forth in 7 CFR part 12.

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

The Participant agrees to operate and maintain all conservation practices included within this Contract 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 Operation and Maintenance (O&M) as used in the Contract shall collectively include:
 - **Operation:** The administration, management, and performance of non-maintenance activities necessary to keep a 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 CCC may unilaterally cancel this Contract when the implemented practice would cause adverse impacts to significant cultural and/or environmental resources without mitigation action unless CCC and the Participant modify this Contract to address such impacts.

B Subject to the availability of funds, CCC may adjust the amount of payment for a single contract item (practice or activity) 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.

C 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.

D CCC uses a payment schedule to document estimated costs incurred and income foregone associated with practice implementation to justify the payment rates used in this Contract. Each payment schedule has a range of potential practice payment scenarios that represent the typical costs associated with implementation of a conservation practice under various site and related conditions. The payment rates incorporated into this Contract are based upon a practice payment scenario within the payment schedule that CCC determined best approximates the site conditions for this Contract. The Participant and CCC may modify this Contract by mutual agreement to substitute a different practice payment scenario upon which to base the payment rates used in this Contract provided that CCC determines, in its sole discretion that:

- (1) substantive design changes are required prior to practice installation;
- (2) CCC determines that the proposed substitute scenario is within the existing payment schedule associated with this Contract and better approximates the site conditions as identified by the design changes;
- (3) there is sufficient difference in implementation requirements between the original payment scenario and the substitute payment scenario to increase or decrease the estimated practice payment by more than 10 percent;
- (4) practice specifications are clearly documented in the practice narrative or substitute payment scenario description; and
- (5) the planned practice has not been implemented.

E All modifications that require CCC approval must be approved in writing by the authorized CCC official and the Participant or an individual granted signature authority through a valid Power of Attorney filed in the local Service Center. Any Participant on the Contract may approve modifications for the Contract on behalf of all participants unless such signature authority is specifically denied on the NRCS-CPA-1202.

CCC reserves the right to correct all errors in entering data or the results of computations in this Contract. If the Participant does not agree to such corrections, CCC shall terminate the Contract.

11 CONTRACT TERMINATION

- A** If a Participant fails to carry-out the terms and conditions of this Contract, CCC may terminate this Contract. CCC may require the Participant to refund payments received under this Contract, or if not terminated, require the Participant to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Refunds shall be subject to the provisions in Paragraph 5F of this Appendix.
- B** The CCC may terminate this Contract, in whole or in part, without liability, if CCC determines that continued operation of this Contract will result in the violation of a Federal statute or regulation, or if CCC determines that termination would be in the public interest.
- C** The Contract terminates upon death of the participant unless the participant appointed an Executor or other Estate Representative to act on the participant's behalf and such Executor or Estate Representative transfers the Contract to an eligible person or legal entity within 60 days of the participant's death and such transfer is approved by CCC.

12 RECOVERY OF COST

- A** In the event a Participant violates the terms of this Contract, the Participant voluntarily terminates this Contract before any contractual payments have been made, or this Contract is terminated with cause by CCC, the CCC will incur substantial costs in administering this Contract which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments as set forth in Paragraph 11 of this Appendix, the **Participant agrees to pay, at the time of termination, liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the Participant in this Contract**, at the time of obligation. 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 PERIOD OF PERFORMANCE

This Contract is effective when signed by the Participant and an authorized representative of CCC and shall have a term not to exceed 10 years from date of approval by NRCS as indicated on the NRCS-CPA-1202 or NRCS CPA-1156. 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.

GENERAL TERMS

- A** The regulations in 7 CFR part 1465 for AMA, 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 or 2 CFR part 417 and 2 CFR part 180, as applicable).
 - (1) The Participant certifies to the best of the Participant's knowledge and belief, that the Participant and his or her principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in Paragraph 14D(1)(b) of this certification; and
 - (d) Have not within the three-year period preceding this agreement had one or more public contracts (Federal, State or local) terminated for cause or default.
 - (2) If the Participant is unable to certify to any of the statements set forth in paragraph 14D (1), the Participant shall attach an explanation to this agreement. The Participant must notify CCC immediately if the circumstances supporting certification of any of such statements change or the Participant may incur additional liability or penalties in accordance with applicable law.

E This Contract is a financial assistance agreement, not a procurement contract. As such, it is **not subject to 5 CFR part 1315, Prompt Payment Act** and is governed by the terms set forth herein.

F The term “Contract” as used in this Appendix means the program documents, including: Conservation Program Contract, Form NRCS-CPA-1202 along with the—

- Appendix to Form NRCS-CPA-1202, Form NRCS-CPA-1202-CPC (Appendix);
- Conservation Plan Schedule of Operations, Form NRCS-CPA-1155;
- Revision of Plan/Schedule of Operations or Modification of a Contract, Form NRCS-CPA-1156; and
- Transfer Agreement, form NRCS-CPA-152 for the transferee(s).

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

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

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

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

H “Indian Tribe” means any Indian Tribe, band, nation, pueblo, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.) which is recognized as eligible for special programs and services provided by the United States to Indians because of their status as Indians. Note: “Indian tribes recognized as eligible to receive services by the United States Bureau of Indian Affairs” is available through the United States Bureau of Indian Affairs.

I A Limited Resource Farmer or Rancher is a participant:

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

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

Self-Determination Tool is available to the public and may be completed on-line or printed and completed hardcopy at:

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

J A Beginning Farmer or Rancher is a participant who:

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

K The term "Veteran Farmer or Rancher" means a farmer or rancher who:

- served in the active military, naval, or air service, and
- who was discharged or released from the service under conditions other than dishonorable and
- who has not operated a farm or ranch; or has operated a farm or ranch for not more than 10 years.

A legal entity or joint operation can be a Veteran Farmer or Rancher only if all individual members independently qualify. Participants who self-certify eligibility as a Veteran 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.

L The term "Historically Underserved" represents a participant meeting the criteria as set forth in Paragraph 14 (G) (H) (I) (J) or (K) of this Appendix. In the case of a contract made with multiple participants, the Historically Underserved payment rates are applied to the contract only when 100 percent of the participants receiving a payment share are Historically Underserved, unless at least 50 percent of the participant payment shares are designated to Socially Disadvantaged participants, in which case the Historically Underserved payment rates apply to this Contract.

M The term "Participant" as used in this Appendix means a person, legal entity, joint operation, or Indian tribe that is a producer 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.

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 at 7 U.S.C. 7996 and 7 CFR part 635 with the requirements of that provision.

16 EXAMINATION OF RECORDS

A The Participant agrees to give the CCC, the Office of the Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract. The Participant agrees to retain all records related to this agreement for a period of three (3) years after completion of the terms of this agreement in accordance with the applicable Office of Management and Budget circular.

B The Participant authorizes CCC to obtain tax data from the Internal Revenue Service (IRS) for Adjusted Gross Income compliance verification purposes and the Participant will take all necessary actions required by the terms and conditions of the IRS disclosure laws so that CCC can obtain such data.

17 DRUG-FREE WORKPLACE (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 and 2 CFR part 421. 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.; 2 CFR part 182 and 2 CFR part 421,) CCC, in addition to any other remedies available to CCC under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

**18 CERTIFICATION REGARDING LOBBYING (7 CFR part 3018)
(Applicable if this agreement exceeds \$100,000)**

The Participant certifies, to the best of the Participant's knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) The Participant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

19 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (See generally 7 CFR parts 3015, 3016, and 3019)

- A** As a condition of this Contract, the Participant certifies and assures that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b) applicable to non-profit institutions, which are hereby incorporated into this Contract by reference, and such other regulatory and statutory provisions as are specifically set forth herein.
- B** Without limiting the general applicability of Paragraph 19A, the Participant, if it is a non-profit, further agrees to comply with the provisions of 7 CFR part 3019, including the contract provisions required at Appendix A. The following Participants by entering their signature acknowledge receipt of this Form NRCS-CPA-1202-CPC (Appendix) and agree to its terms and conditions thereof. Further, if the undersigned are succeeding to an existing Contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would, maintain or create an interest in the property for any previous Participant on this Contract for that property, or to receive payments under the contracts.

20 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO REQUIREMENTS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT IMPLEMENTATION (See 2 CFR part 25 and 2 CFR Part 170)

- A** As a condition of this Contract, the Participant certifies and assures that it is in compliance with and will comply in the course of the agreement with all requirements for applicants other than individuals, with some specific exceptions, to have Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the Central Contractor Registration (CCR) database as set out in Appendix A to Part 25 or any successor Federal contractor registration database.
- B** As a condition of this Contract, the Participant certifies and assures that it is in compliance with and will comply in the course of the agreement with all requirements for applicants other than individuals, with some exception to report first-tier sub awards to an entity and executive salary compensation as set out in Appendix A to Part 170.

The following Participants by entering their signature acknowledge receipt of this Form NRCS-CPA-1202-CPC (Appendix) and agree to its terms and conditions thereof. Further, if the undersigned are succeeding to an existing Contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would, maintain or create an interest in the property for any previous Participant on this Contract for that property, or to receive payments under the contracts.

USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at <http://www.ascr.usda.gov>, or write to:

USDA
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, S.W.
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender.

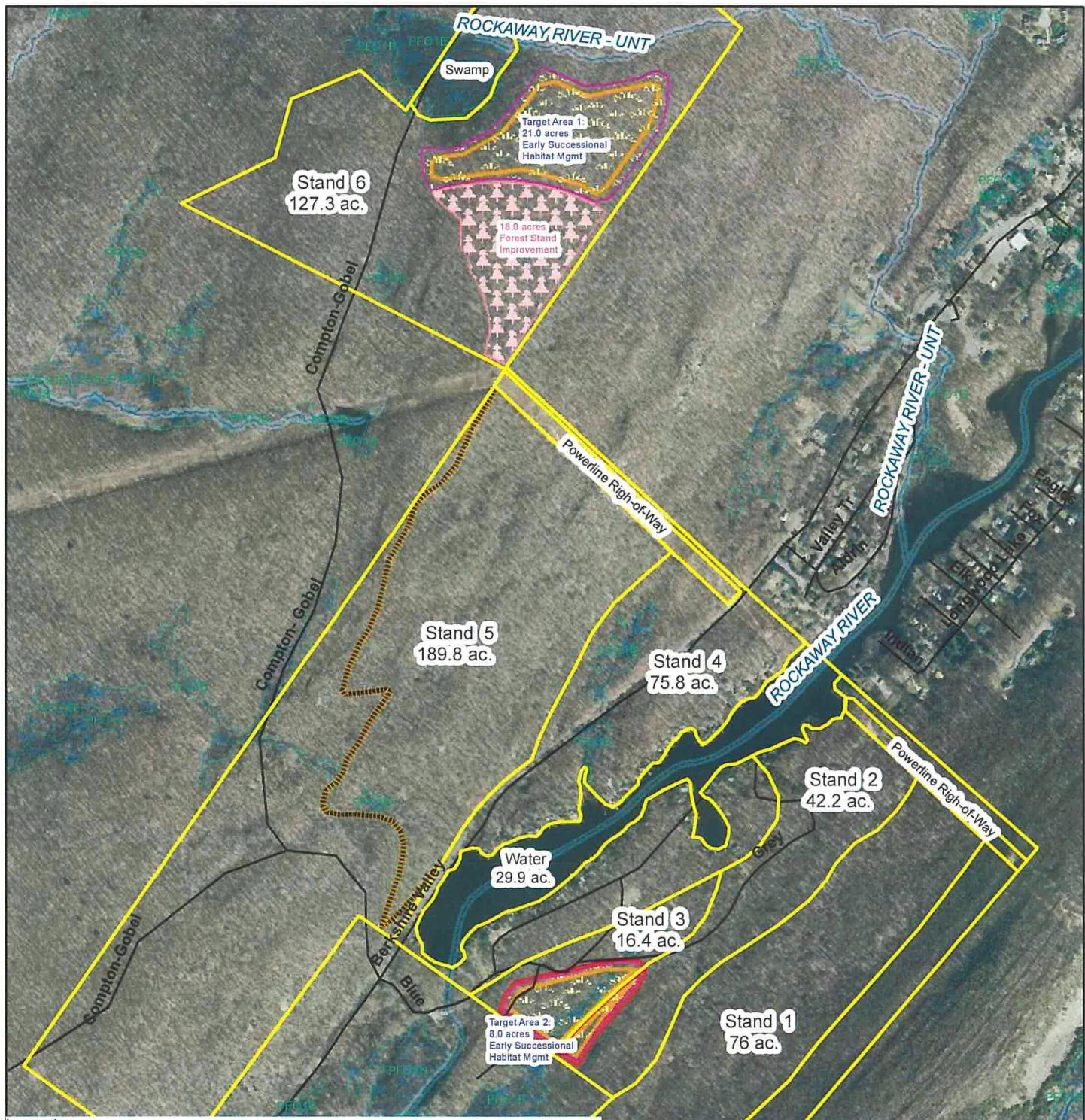
Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

Center Tab

Longwood Lake Cabin Tract 81 Conservation Plan Map (Golden-winged Warbler) Date: 6/02/2014

Customer(s): LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC
 District: MORRIS COUNTY SOIL CONSERVATION DISTRICT

Field Office: HACKETTSTOWN SERVICE CENTER
 Agency: Natural Resources Conservation Service
 Assisted By: XANVITH SABOUATHONE



1 inch = 1,000 feet

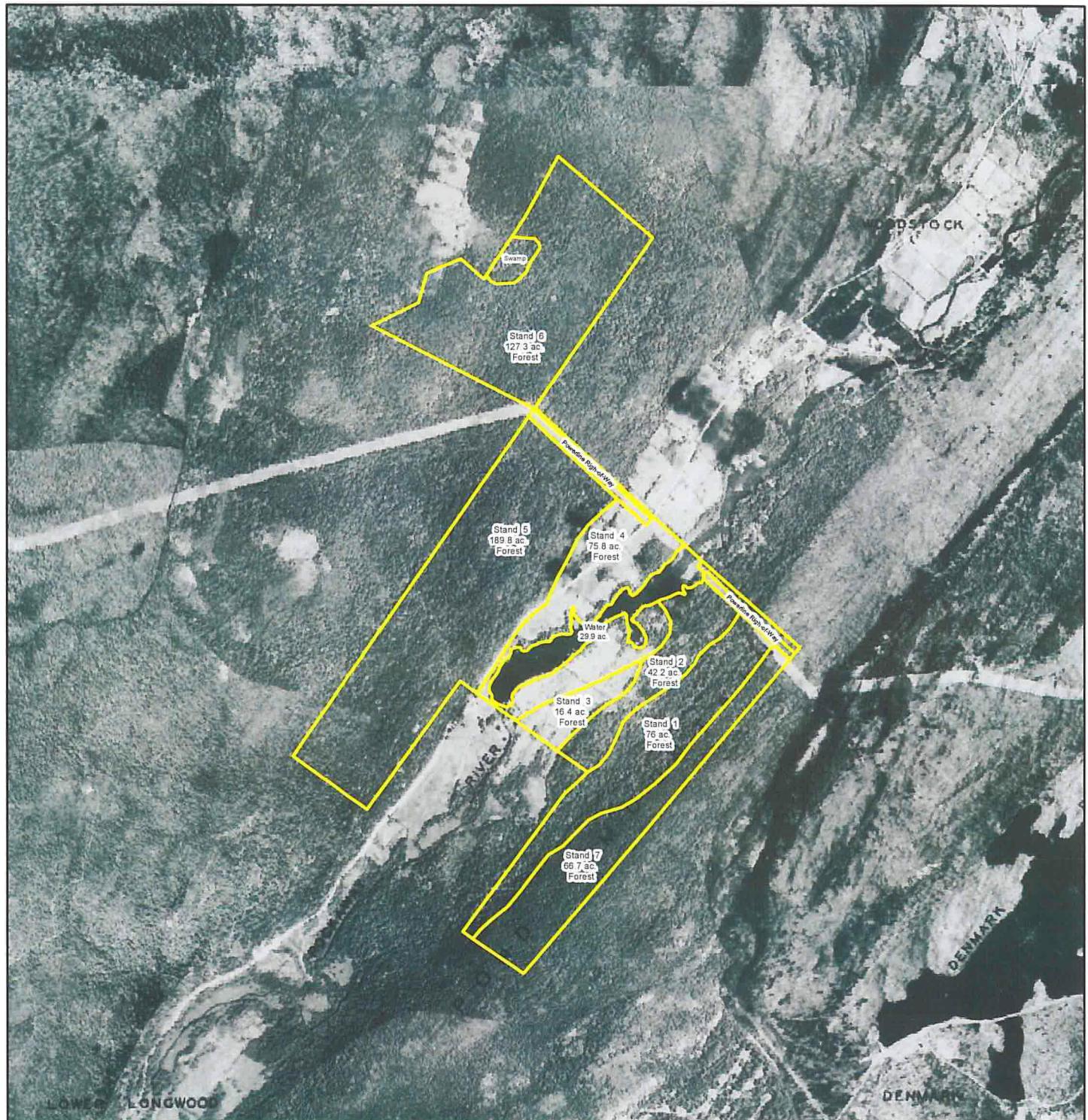
0 500 1,000 2,000 Feet
 New Jersey Imagery Natural 2012



Longwood Lake Cabin Tract 881 Conservation Plan Map 1930 Aerial Date: 5/8/2014

Customer(s): LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC
District: MORRIS COUNTY SOIL CONSERVATION DISTRICT

Field Office: HACKETTSTOWN SERVICE CENTER
Agency: Natural Resources Conservation Service
Assisted By: XANVITH SABOUATHONE



1 inch = 2,000 feet

0 1,000 2,000 4,000 Feet

New Jersey Imagery Black White 1930

Legend

Tract_881

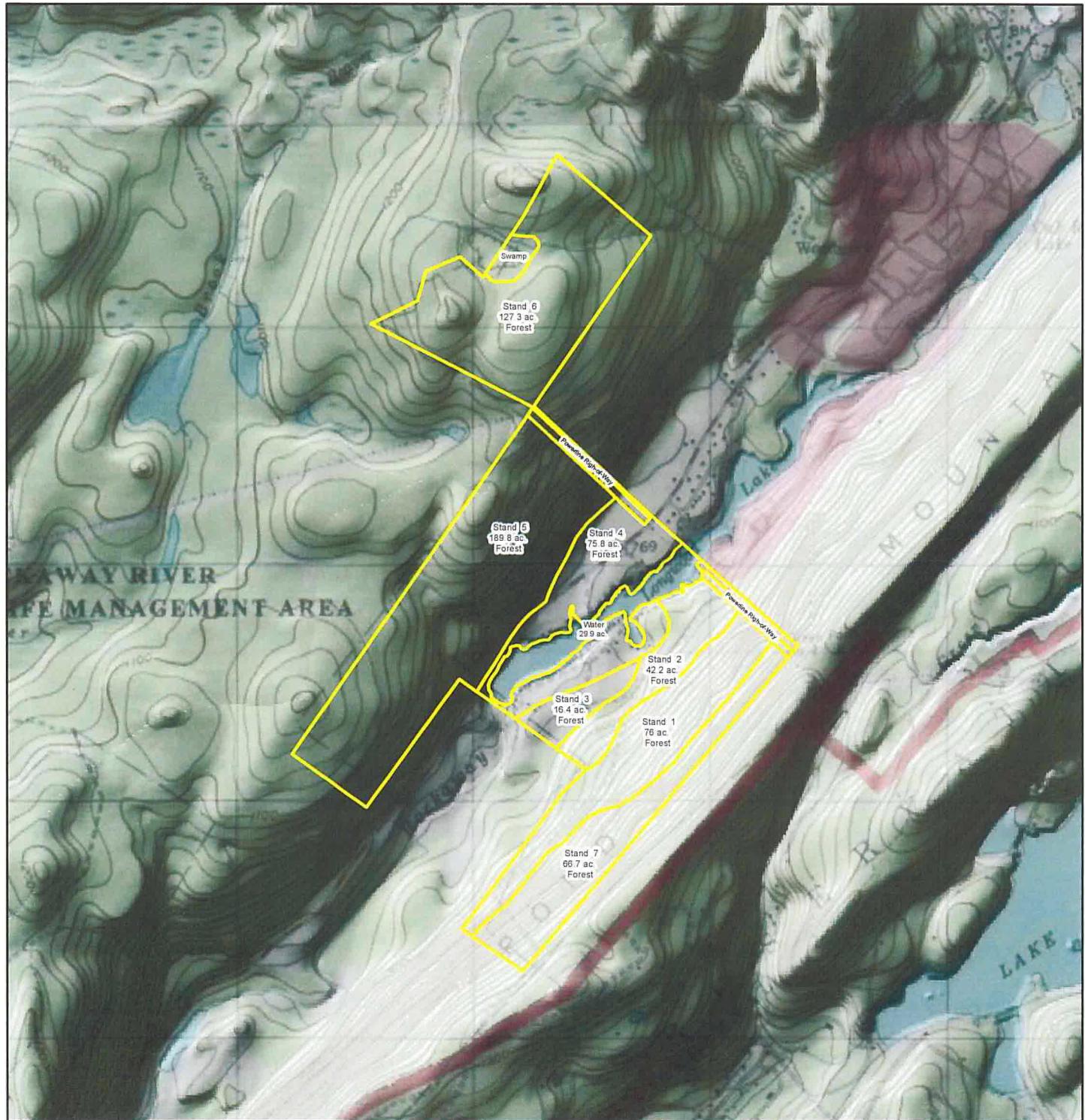


Longwood Lake Cabin Tract 881 Topographic Map

Date: 4/23/2014

Customer(s): LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC
District: MORRIS COUNTY SOIL CONSERVATION DISTRICT

Field Office: HACKETTSTOWN SERVICE CENTER
Agency: Natural Resources Conservation Service
Assisted By: XANVITH SABOUATHONE



Legend



NGS USA Topographic Maps

1 inch = 2,000 feet
0 1,000 2,000 4,000 Feet

New Jersey Imagery Natural 2012

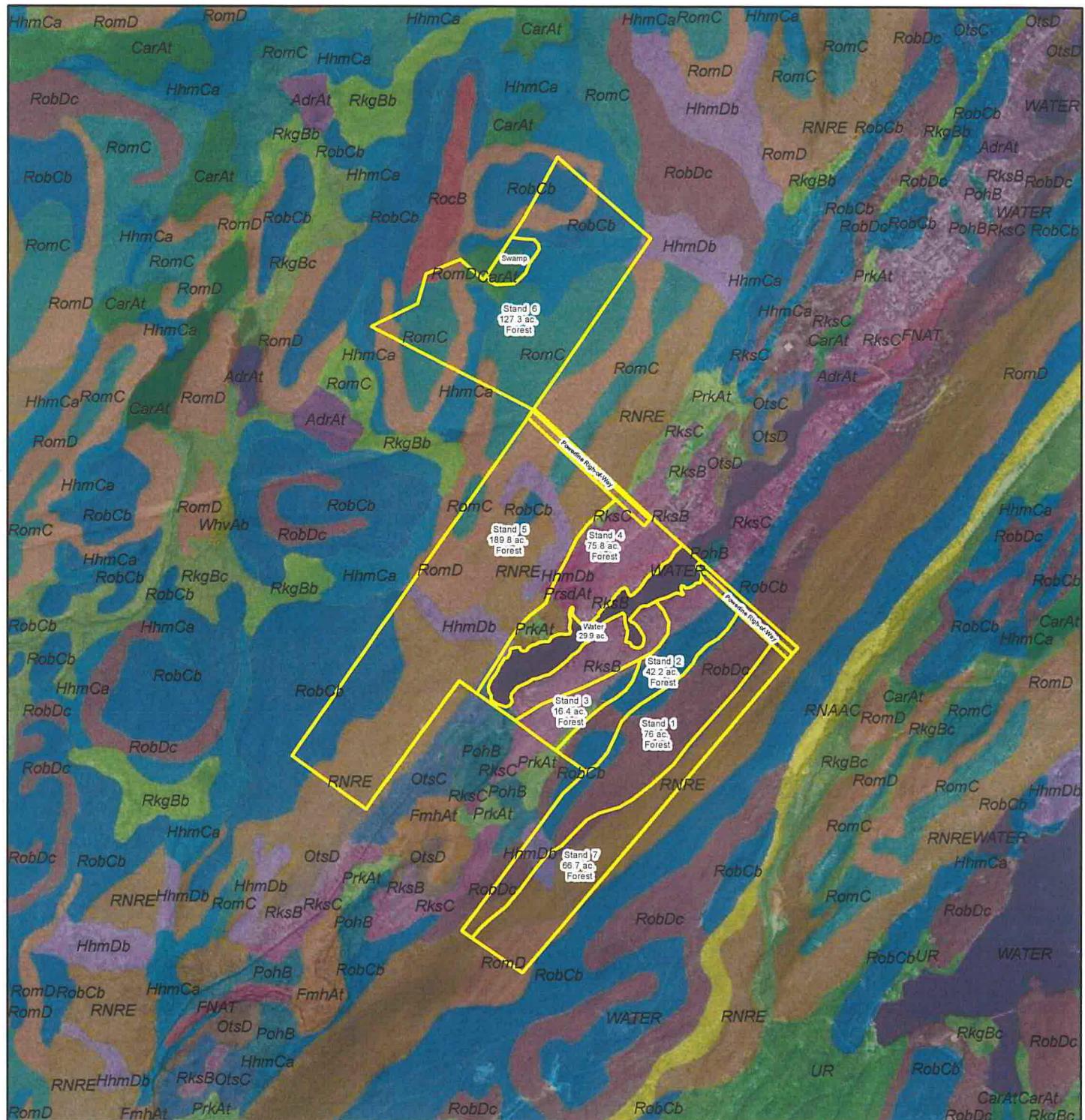


Longwood Lake Cabin Tract 881 Soils Map

Date: 4/23/2014

Customer(s): LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC
 District: MORRIS COUNTY SOIL CONSERVATION DISTRICT

Field Office: HACKETTSTOWN SERVICE CENTER
 Agency: Natural Resources Conservation Service
 Assisted By: XANVITH SABOUATHONE



1 inch = 2,000 feet

0 1,000 2,000 4,000 Feet

New Jersey Imagery Natural 2012

Legend

Tract_881



Map Unit Description

Morris County, New Jersey

[Minor map unit components are excluded from this report]

Map unit: CarAt - Carlisle muck, 0 to 2 percent slopes, frequently flooded

Component: Carlisle, frequently flooded (85%)

The Carlisle, frequently flooded component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flood plains on outwash plains. The parent material consists of herbaceous organic material and/or woody organic material. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is very high. Shrink-swell potential is low. This soil is frequently flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, November, December. Organic matter content in the surface horizon is about 84 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria.

Map unit: HhmCa - Hibernia loam, 3 to 15 percent slopes, stony

Component: Hibernia, stony (85%)

The Hibernia, stony component makes up 85 percent of the map unit. Slopes are 3 to 15 percent. This component is on ground moraines on mountains. The parent material consists of coarse-loamy colluvium and/or till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4s. This soil does not meet hydric criteria.

Map unit: HhmDb - Hibernia loam, 15 to 25 percent slopes, very stony

Component: Hibernia, very stony (85%)

The Hibernia, very stony component makes up 85 percent of the map unit. Slopes are 15 to 25 percent. This component is on ground moraines, mountains. The parent material consists of coarse-loamy colluvium and/or till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria.

Map unit: OtsC - Otisville gravelly loamy sand, 3 to 15 percent slopes

Component: Otisville (85%)

The Otisville component makes up 85 percent of the map unit. Slopes are 3 to 15 percent. This component is on kames on outwash plains. The parent material consists of glaciofluvial deposits derived from sandstone and shale. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is excessively drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria.

Map unit: PohB - Pompton sandy loam, 3 to 8 percent slopes

Component: Pompton (85%)

The Pompton component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on outwash plains on delta plains. The parent material consists of coarse-loamy outwash derived from gneiss, sandstone and basalt. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during January, February, March, April, May, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.

Map Unit Description

Morris County, New Jersey

Map unit: PrkAt - Preakness sandy loam, 0 to 3 percent slopes, frequently flooded

Component: Preakness, poorly drained (90%)

The Preakness, poorly drained component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on outwash plains on outwash plains. The parent material consists of coarse-loamy outwash derived from granite and some basalt. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is frequently flooded. It is frequently ponded. A seasonal zone of water saturation is at 4 inches during January, February, March, April, May, October, November, December. Organic matter content in the surface horizon is about 77 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Map unit: PrsdAt - Preakness dark surface variant sandy loam, 0 to 3 percent slopes, frequently flooded

Component: Preakness variant, very poorly drained, frequently flooded (90%)

The Preakness variant, very poorly drained, frequently flooded component makes up 90 percent of the map unit. Slopes are 0 to 3 percent. This component is on outwash terraces, outwash plains on outwash plains. The parent material consists of coarse-loamy outwash derived from granite and some basalt. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is low. This soil is frequently flooded. It is rarely ponded. A seasonal zone of water saturation is at 4 inches during January, February, March, April, May, October, November, December. Organic matter content in the surface horizon is about 55 percent. Nonirrigated land capability classification is 6w. This soil meets hydric criteria.

Map unit: RksB - Riverhead gravelly sandy loam, 3 to 8 percent slopes

Component: Riverhead (85%)

The Riverhead component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on moraines on outwash plains. The parent material consists of glaciofluvial deposits derived from granite and gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.

Map unit: RksC - Riverhead gravelly sandy loam, 8 to 15 percent slopes

Component: Riverhead (85%)

The Riverhead component makes up 85 percent of the map unit. Slopes are 8 to 15 percent. This component is on moraines on outwash plains. The parent material consists of glaciofluvial deposits derived from granite and gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.

Map unit: RNRE - Rock outcrop-Rockaway complex, 15 to 35 percent slopes

Component: Rock outcrop (60%)

Generated brief soil descriptions are created for major soil components. The Rock outcrop is a miscellaneous area.

Component: Rockaway, moderately well drained, extremely stony (40%)

The Rockaway, moderately well drained, extremely stony component makes up 40 percent of the map unit. Slopes are 15 to 35 percent. This component is on ground moraines on till plains. The parent material consists of coarse-loamy till derived from granite and gneiss. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during February, March, April, May. Organic matter content

Map Unit Description

Morris County, New Jersey

Map unit: RNRE - Rock outcrop-Rockaway complex, 15 to 35 percent slopes

Component: Rockaway, moderately well drained, extremely stony (40%)

in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria.

Map unit: RobCb - Rockaway sandy loam, 8 to 15 percent slopes, very stony

Component: Rockaway, very stony (85%)

The Rockaway, very stony component makes up 85 percent of the map unit. Slopes are 3 to 15 percent. This component is on ground moraines on till plains. The parent material consists of coarse-loamy till derived from granite and gneiss. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during February, March, April, May. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria.

Map unit: RobDc - Rockaway sandy loam, 15 to 25 percent slopes, extremely stony

Component: Rockaway, extremely stony (85%)

The Rockaway, extremely stony component makes up 85 percent of the map unit. Slopes are 15 to 25 percent. This component is on ground moraines on till plains. The parent material consists of coarse-loamy till derived from granite and gneiss. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during February, March, April, May. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria.

Map unit: RocB - Rockaway gravelly sandy loam, 3 to 8 percent slopes

Component: Rockaway (85%)

The Rockaway component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on ground moraines on till plains. The parent material consists of coarse-loamy till derived from granite and gneiss. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during February, March, April, May. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.

Map unit: RocC - Rockaway gravelly sandy loam, 8 to 15 percent slopes

Component: Rockaway (85%)

The Rockaway component makes up 85 percent of the map unit. Slopes are 8 to 15 percent. This component is on ground moraines on till plains. The parent material consists of coarse-loamy till derived from granite and gneiss. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during February, March, April, May. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.

Map unit: RomC - Rockaway-Rock outcrop complex, 8 to 15 percent slopes

Component: Rockaway, moderately well drained, extremely stony (70%)

The Rockaway, moderately well drained, extremely stony component makes up 70 percent of the map unit. Slopes are 8 to 15 percent. This component is on ground moraines on till plains. The parent material consists of coarse-loamy till derived from granite and gneiss. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during February, March, April, May. Organic matter content

Map Unit Description

Morris County, New Jersey

Map unit: RomC - Rockaway-Rock outcrop complex, 8 to 15 percent slopes

Component: Rockaway, moderately well drained, extremely stony (70%)
in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria.

Component: Rock outcrop (30%)

Generated brief soil descriptions are created for major soil components. The Rock outcrop is a miscellaneous area.

Map unit: RomD - Rockaway-Rock outcrop complex, 15 to 25 percent slopes

Component: Rockaway, extremely stony (60%)

The Rockaway, extremely stony component makes up 60 percent of the map unit. Slopes are 15 to 25 percent. This component is on ground moraines on till plains. The parent material consists of coarse-loamy till derived from granite and gneiss. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during February, March, April, May. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria.

Component: Rock outcrop (25%)

Generated brief soil descriptions are created for major soil components. The Rock outcrop is a miscellaneous area.

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

OPERATION AND MAINTENANCE PLAN

Brush Management – Code 314

Inspections and maintenance are required to obtain the desired results of the Brush Management practice. A maintenance program shall be followed that is consistent with the purpose of this practice, its intended life, and criteria for its design. Items to inspect and maintain during the 10 – year service life of the Brush Management practice are:

- Where wildlife habitat is a concern, do not mow, brush hog, prescribe burn and use chemical or biological means during the primary nesting season (April 1 to July 15 for NJ).
- The best time for mechanical control of brush is late July or early August.
- Foliar sprays for widespread general control would be between July 15 and October 1. This time frame is due to the wildlife nesting season.
- Noxious weeds shall be controlled as required by state law.
- Control undesirable vegetative competition until the planting is fully functional.
- To provide habitat and corridors for wildlife, manage the planting to favor food, shelter, and nesting requirement for indicator or target wildlife species.
- Consider the soil erodibility, slope, existing herbaceous cover, areas of concentrated flow, and potential offsite effects of disturbance of the established brush community and topsoil.
- Inventory of extent and condition of desirable vegetation.
- Update pesticide alternatives annually compliance with NJ registered materials.

Disposal of brush debris shall be done in an environmentally safe manner and shall not interfere with the vegetation re-establishment, maintenance or aesthetics of the area. Acceptable methods include burning, construction of brush piles, shredding/chipping or mulching, or removal to other areas. It is the responsibility of the landowner/operator to acquire any permits needed and to obey local ordinances

OPERATION AND MAINTENANCE
EARLY SUCCESSIONAL HABITAT DEVELOPMENT/MANAGEMENT –
CODE 647

Inspections and maintenance are required to obtain the intended functions of an Early Successional Habitat Development/Management. A maintenance program shall be followed that is consistent with the purpose of this practice, its intended life, and criteria for its design. Items to inspect and maintain during the 15-year design life:

GENERAL REQUIREMENTS

- Corrective actions shall be taken as needed to replace destroyed plant material.
- Invasion by undesirable plants shall be controlled by pulling, mowing, or spraying with a selective herbicide.
- Where wildlife habitat is a concern, do not mow during the primary nesting season (April 1 to July 15 for NJ)
- Noxious weeds shall be controlled as required by state law.
- Inspect for insect and diseases, and if an incidence threatens stand survival, take corrective action to bring the pest under control.
- Vegetation manipulation to maximize plant and animal diversity can be accomplished by disturbance practices including: prescribed burning, light disking, brush hogging, mowing, grazing or a combination of the above. The practices to be used are listed in your Conservation Plan and should be applied as scheduled to maintain the desired early successional plant community and discourage invasion of tree species.
- Any use of fertilizer, pesticide and other chemical to assure early successional management shall not compromise the intent purpose.
- Any prescribed burning will have a prescribed burning plan and permits from the NJ Forest Service Department.
- Early successional treatments should be rotated thought the managed area. If treatment is on a two-year schedule, treat no more than one half of the site each year. If treatment is on a three-year schedule, treat no more than one third of the site each year.
- Treatment must be accomplished if succession has gone past the desired stage. Management should be schedule to prevent succession from going past a desired stage.

O&M Plan prepared for: Longwood Lake Cabin Owners Assn Inc.
Date: 9/15/14

Tract: 881

NRCS, NJ FOTG
April 2010

OPERATION AND MAINTENANCE **Forest Stand Improvement - CODE 666**

A properly operated and maintained **forest stand improvement** practice is an asset to your property. This forest stand improvement practice was designed to provide one or more of the following: increased quantity of quality forest products, reduction of wildfire hazard, improvement of forest health by reducing the potential of damage from pests and moisture stress, restoration of natural plant communities, achievement or maintenance of a desired native understory plant community, improvement of wildlife habitat, increased water conservation, or increased carbon storage in selected trees. The estimated life span of this practice is 5 years. The life of this practice can be assured and usually increased by developing and carrying out a good operation and maintenance program.

This practice will require you to perform periodic operation and maintenance to maintain satisfactory performance. Inspections during and after treatment activities are necessary to ensure that purposes are achieved and resource damage is minimized, e.g. assessment of insects, disease and other pests, storm damage, and damage by trespass. The results of inspections shall determine the need for additional treatment under this practice.

The following are some recommendations to help you develop a good operation and maintenance program.

Operation and Maintenance

1. Conduct annual inspections (with a NJ Certified Forester) during and after treatment activities to ensure that purposes are achieved and resource damage is minimized, e.g., assessment of insects, disease and other pests (including invasive species), storm damage, and damage by trespass. The results of inspections shall determine the need for additional treatment under this practice.
2. Any additional treatment, including manipulation of species composition, stand structure, stocking by cutting or killing selected trees and understory vegetation, and pruning shall sustain the intended purpose(s) of this practice. Refer to the standards Forest Stand Improvement, 666 and Tree/Shrub Pruning, 660.
3. Control access by animals, vehicles or equipment during or after treatment activities to protect plants and minimize erosion, compaction, invasive species establishment, and other site impacts. Refer to the Standard Access Control, 472.

Specific Recommendations for Your Practice

O&M Plan prepared for: Longwood Lake Cabin Owners Assn Inc.
Date: 9/15/14

Tract: 881

Natural Resources Conservation Service

HACKETTSTOWN SERVICE CENTER
101 BILBY RD STE 1H
HACKETTSTOWN, NJ 07840-1753
Phone: (908)852 - 2576 Fax:

Application Ranking Summary

Golden Winged Warbler

Program: EQIP 2014	Ranking Date: 9/11/2014	Application Number: 742B29140B2
Ranking Tool: Golden Winged Warbler	Applicant: LONGWOOD LAKE CABIN OWNERS ASSOCIATION INC	
Final Ranking Score: 480.04	Address: 556 HILLSDALE AVE HILLSDALE, NJ 07642	
Planner: XANVITH SABOUATHONE	Telephone: (212)837 - 6629	
Farm Location: Farm Number: 862; Tract Number: 881;		

National Priorities Addressed

Issue Questions	Responses
If the application is for development of a Conservation Activity Plan (CAP), the agency will assign significant ranking priority and conservation benefit by answering "Yes" to the following question. Answering "Yes" to question 1a will result in the application being awarded the maximum amount of points that can be earned for the national priority category.	
1. a. Is the program application to support the development of a Conservation Activity Plan (CAP)? If answer is "Yes", do not answer any other national level questions. If answer is "No", proceed with evaluation to address the remaining questions in this section.	No
Clean and Abundant Water: Water Quality - Will the proposed project assist the producer to:	
2. a. Meet regulatory requirements relating to animal feeding operations, or proactively avoid the need for regulatory measures?	No
2. b. Reduce sediment, nutrients or pesticides from agricultural operations located within a field that adjoins a designated "impaired water body" (TMDL, 303d, etc.)?	No
2. c. Reduce sediment, nutrients or pesticides from agricultural operations located within a field that adjoins a "non-impaired water body"?	No
Clean and Abundant Water: Water Conservation - Will the proposed project assist the producer implement conservation practices which:	
3. a. Decrease aquifer overdraft?	No
3. b. Conserve water from irrigation system improvements and saved water will be available for other beneficial uses?	No
3. c. Conserve water in an area where the applicant participates in a geographically established or watershed-wide project?	No
Clean Air: Treatment of air quality from agricultural sources - Will the proposed project assist the producer to implement practice(s) which:	
4. a. Meet on-farm regulatory requirements relating to air quality or proactively avoid the need for regulatory measures?	No
4. b. Reduce on-farm generated green house gases such as CO ₂ (Carbon Dioxide), CH ₄ (Methane), and N ₂ O (Nitrous Oxide)?	No
4. c. Increase on-farm carbon sequestration?	Yes
Soil Health: Will the proposed project assist the producer to implement practice(s) which:	
5. a. Reduce erosion to tolerable limits (Soil "T")?	No
5. b. Improve soil tilth, organic matter, structure, health, etc.?	No
Healthy Plant and Animal Communities Wildlife Habitat Conservation - Will the proposed project assist the producer to implement practice(s) which:	

6. a. Benefit on-farm habitat associated with threatened and endangered, at-risk, candidate, or species of concern as identified in a State wildlife plan?	Yes
6. b. Help retain wildlife and plant habitat on land exiting the Conservation Reserve Program (CRP)?	No
High Quality, Productive Soils, Healthy Plant and Animal Communities: Will the proposed project assist the producer implement practices which:	
7. a. Help manage or control noxious or invasive plant species on non-cropland?	Yes
7. b. Increase, or improve habitat to benefit pollinator or other targeted wildlife species?	No
7. c. Properly dispose of livestock carcasses?	No
7. d. Are identified in an Integrated Pest Management plan?	No
7. e. Are identified in a Nutrient Management plan?	No
7. f. Apply principles of adaptive nutrient management?	No
Energy Conservation - Will the proposed project assist the producer to implement practices which:	
8. a. Reduce energy consumption on the agricultural operation?	No
8. b. Increase on-farm energy efficiency with practices and improvements identified in an approved energy audit equivalent to criteria required in Ag EMP?	No
8. c. Assist in implementing energy conservation measures that also reduce greenhouse gas emissions and other air pollutants?	No
Business Lines - Conservation Implementation Additional Ranking Considerations - Will the proposed project result in:	
9. a. Implementation of all conservation practices scheduled in the contract on the CPA-1155 within three years of date of obligation?	No
9. b. Improvement of existing conservation practices or conservation systems already in place at the time the application is accepted?	No
9. c. Implementation of practice(s) which will complete an existing conservation system or suite of practices?	No

State Issues Addressed

Issue Questions	Responses
Species Presence	
1. a. Is there credible verification of species occurrence (for example: photos, Heritage Database, USFWS, NRCS or State fish and wildlife agency documentation)?	No
1. b. Based upon available species occurrence data and information, can the target species reasonably be assumed to occur within the offered area?	Yes
Distance to Known Populations	
2. a. The offered area shares a common border with an area with known populations of the target species.	Yes
2. b. The offered area is proximal to an area with a known population of the target species. Proximal means within the accepted normal species dispersal boundary/	Yes
Answer the following:	
3. a. Will 75% or more of the practices be located within the "Focal Area"?	Yes

Local Issues Addressed

Issue Questions	Responses
Site Elevation (only answer one)	
1. a. Site greater than 950 feet	Yes
1. b. Site less than 500 feet but greater than 500 feet	No
1. c. Site less than 500 feet	No
Proximity to suitable early successional/scrub shrub/wetland habitat (only answer one)	
2. a. Site within 1/2 mile of suitable habitat	Yes
2. b. Site is within 1 mile of suitable habitat	No

2. c. Site is greater than 1 mile of suitable habitat	No
Existing Forest Management (only answer one)	
3. a. Site has benefitted from improved management under a current Forest Stewardship Plan	Yes
3. b. Site has benefitted from improved management under a current Forest Management Plan	No
3. c. Site is not currently actively managed	No
Forest Cover (only answer one)	
4. a. Greater than or equal to 70% Forest Cover within 1 mile radius	Yes
4. b. Greater than or equal to 50% Forest Cover	No
4. c. Less than 50% Forest Cover	No

Land Use:

Forest;

Resource Concerns	Practices
Degraded Plant Condition: Excessive Plant Pest Pressure	Brush Management
Degraded Plant Condition: Undesirable Plant Productivity and Health	Access Control
Degraded Plant Condition: Undesirable Plant Productivity and Health	Forest Stand Improvement
Degraded Plant Condition: Undesirable Plant Productivity and Health	Forest Trails and Landings
Fish and Wildlife - Inadequate Habitat: Inadequate Habitat - Cover/Shelter	Early Successional Habitat Development/M

Ranking Score

Efficiency: 0.04

Local Issues: 250.00

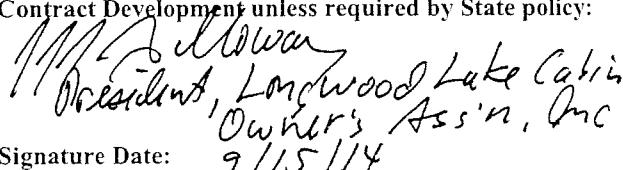
State Issues: 200.00

National Issues: 30.00

Final Ranking Score: 480.04

This ranking report is for your information. It does not in any way guarantee funding. When funding becomes available, you will be notified if your application is selected for funding. Some changes to the application may be required before a final contract is awarded.

Notes:

NRCS Representative: XANVITH SABOUATHONE USDA electronic signature; manual signature not required. Signature Date: 9/11/2014	Applicant Signature Not Required on this report for Contract Development unless required by State policy:  Signature Date: 9/15/14
---	---

Right Tab



HACKETTSTOWN SERVICE CENTER
101 BILBY RD STE 1H
HACKETTSTOWN, NJ 07840-1753
(908) 852-2576

DAN MULL
DISTRICT CONSERVATIONIST
Prepared by: X. Bea Sabouathone
Soil Conservationist

Conservation Plan

LONGWOOD LAKE CABIN OWNERS
ASSOCIATION INC
556 HILLSDALE AVE
HILLSDALE, NJ 07642

OBJECTIVE(S)

Longwood Lake Cabin Owners Association Inc. had a Forest Stewardship Plan (+/- 668 acres) prepared by Duke Grimes for the period of 2011 through 2020. This property has been enrolled in the 2014 Environmental Quality Incentives Program (EQIP for wildlife) to address forested areas by implementing best management practices for the creation of Golden-winged Warbler (GWW) habitat, a national species of concern in the wildlife program. Other wildlife species considered in this plan include local resident songbirds and game-birds including woodcock and wild turkey. The plan outlines practices to be implemented and maintained for their service lifespan. Refer to the Conservation Plan Map for location references. Refer also to the appropriate program documents, including CCC-1202 and appendix. It is the landowner's responsibility to obtain all necessary or appropriate permits. This contract contains practices proposed in wetlands. All applicable land use regulations shall be adhered to the landowner while working in regulated areas. An annual status reviews will be conducted by NRCS to monitor plan success. This property is located in Jefferson Township, Morris County.

Brush Management (314)

Target Area 1: Use a combination of mechanical and chemical control as a pre-treatment to remove undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on herbicide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
881	6	10.5 ac	8	2015		
	Total:	10.5 ac				

Forest Trails and Landings (655)

Install forest trails and landings to provide periodic access to the newly target forest management areas proposed Golden-winged Warbler habitat. Trails and landings will be of a size, gradient, number and location to accomplish the intended purpose. To control and minimize erosion install water control measures such as water bars, broad-based dips, turnups, etc. where needed and re-vegetated trails as needed. Installation will be supervised by a consultant forester or other resource professional.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
881	5	5200 ft	9	2016		
	Total:	5200 ft				

Early Successional Habitat Development/Management (647)

Target Area 1: Establish an early successional habitat for Golden-winged Warbler and other wildlife species that require young forest habitat. Young forests are areas with a few mature trees, many shrubs and sapling, and some openings with grasses and wildflowers. To create healthy young forest habitat to benefit the Golden-winged Warbler ensure that desirable seedlings are present before overstory trees are removed. Trees and invasive shrubs will be cut in these areas, leaving 10 to 20 trees of 9 inches diameter or greater per acre and leaving all non-invasive shrubs. Cut should occur from September through March to minimize disturbance to nesting birds. Trees to be retained in the stand will be marked by a qualified forester. Consult NRCS before beginning cutting operations.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
881	6	21 ac	10	2016		
	Total:	21 ac				

Forest Stand Improvement (666)

Manipulate species composition and stand structure by cutting or killing selected trees and undesirable understory to benefits Golden-winged Warbler and other wildlife species. Cut should occur from September through March to minimize disturbance to nesting birds. Marking of the trees to be removed should be done by a qualified forester. Forest stand improvement can help improve stand quality for wildlife purposes and sustain optimum productivity of woodland resources while protecting the natural resources.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
881	6	18 ac	12	2017		
	Total:	18 ac				

Brush Management (314)

Target Area 1: Use a combination of mechanical and chemical control as a post-treatment to remove and treat any resprout of undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on herbicide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.

Tract	Field	Planned Amount	Month	Year	Applied Amount	Date
881	6	10.5 ac	8	2018		
	Total:	10.5 ac				

Brush Management (314)

Target Area 2: Use a combination of mechanical and chemical control as a pre-treatment to remove undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on herbicide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.

Tract	Field	Planned			Applied	
		Amount	Month	Year	Amount	Date
881	2	0.8 ac	8	2016		
881	3	3.2 ac	8	2016		
	Total:	4 ac				

Early Successional Habitat Development/Management (647)

Target Area 2: Establish an early successional habitat for Golden-winged Warbler and other wildlife species that require young forest habitat. Young forests are areas with a few mature trees, many shrubs and sapling, and some openings with grasses and wildflowers. To create healthy young forest habitat to benefit the Golden-winged Warbler ensure that desirable seedlings are present before overstory trees are removed. Trees and invasive shrubs will be cut in these areas, leaving 10 to 20 trees of 9 inches diameter or greater per acre and leaving all non-invasive shrubs. Cut should occur from September through March to minimize disturbance to nesting birds. Trees to be retained in the stand will be marked by a qualified forester. Consult NRCS before beginning cutting operations.

Tract	Field	Planned			Applied	
		Amount	Month	Year	Amount	Date
881	2	1.6 ac	10	2017		
881	3	6.4 ac	10	2017		
	Total:	8 ac				

Access Control (472)

Install wildlife exclusion fence around the newly wildlife opening area to allows understory regeneration of desirable tree species by protecting area from deer browsing. A total of 2,550 ft of eight foot high woven wire exclusion fence will be used. Fencing shall be constructed in accordance with NRCS technical standards and specifications.

Tract	Field	Planned			Applied	
		Amount	Month	Year	Amount	Date
881	2	1.6 ac	4	2018		
881	3	6.4 ac	4	2018		
	Total:	8 ac				

Brush Management (314)

Target Area 2: Use a combination of mechanical and chemical control as a post-treatment to remove and treat any resprout of undesirable vegetation within the Golden-winged Warbler habitat. The mechanical control method includes using hand tools such as axes, chainsaws, brush saws, brush pullers and/or shovel. When herbicides are used, environmental hazards and site-specific application criteria listed on herbicide labels must be followed. Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.

Tract	Field	Planned			Applied	
		Amount	Month	Year	Amount	Date
881	2	0.8 ac	8	2019		
881	3	3.2 ac	8	2019		
	Total:	4 ac				

CERTIFICATION OF PARTICIPANTS


LONGWOOD LAKE CABIN OWNERS ASSN INC.
Jeff Galloway, President

9/15/14
DATE

CERTIFICATION OF:

DISTRICT CONSERVATIONIST

DAN MULL

9/15/14
DATE
ACThru DC

CONSERVATION DISTRICT
MORRIS COUNTY SCD

DATE

PUBLIC BURDEN STATEMENT

According to 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 45/0.75 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 information.

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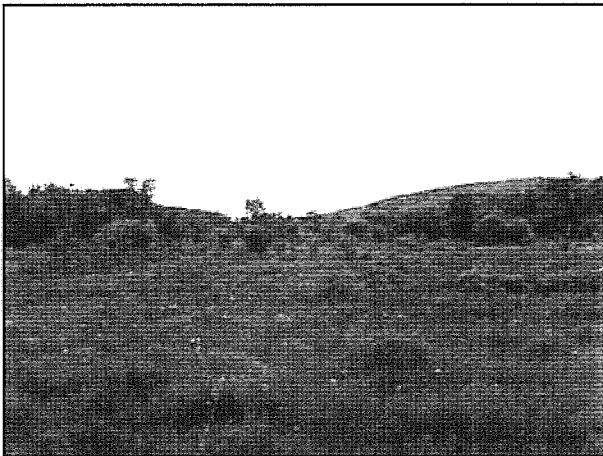
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Brush Management

New Jersey Conservation Practice Job Sheet

314


Photograph shows a typical completed brush management practice where some clumps of shrubs and trees were retained to provide for wildlife habitat.

SPECIFICATIONS

Site-specific requirements are listed on the following page(s) of this job sheet. Specifications are prepared in accordance with the Brush Management 314 practice standard found in the New Jersey NRCS Field Office Technical Guide. Information contained in this document is considered part of the conservation plan.

Brush Management Definition:

Removal, reduction or manipulation of non-herbaceous plants.

Client Name:	Longwood Lake Cabin Owners Assn Inc	Town:	Jefferson Township
Farm:	862	Tract:	881
Designed By:	X Bea Sabouathone	Planned Acres:	Target Area 1: 21 ac - 2. 8 ac
Designed Date:	9/15/14	Program:	2014 EQIP
Field(s) Planned:	Field 6, 2 & 3		

Purpose: This practice will be implemented in order to: Check all that apply

<input checked="" type="checkbox"/>	Restore natural plant community balance,	<input checked="" type="checkbox"/>	Maintain or enhance wildlife habitat including that associated with threatened and endangered species,
<input checked="" type="checkbox"/>	Create the desired plant community,	<input type="checkbox"/>	Improve forage accessibility, quality and quantity for livestock,
<input type="checkbox"/>	Restore desired vegetative cover to protect soils, control erosion, reduce sediment, improve water quality and enhance stream flow,	<input checked="" type="checkbox"/>	Other: (Describe)

CRITERIA:

Brush management will be designed to achieve the desired plant community in woody plant density, canopy cover or height.

Brush Management will be applied in a manner to achieve the desired control of the target woody species and protection of desired species. Methods used to accomplish control of the target species will include mechanical, chemical, biological, prescribed burning or a combination of these methods.

Typically, this practice is used to reduce the amount (% cover) of woody species in pastures to improve and increase the amount of herbaceous forage for livestock. This can have a desirable effect of improving forage

in appropriate upland areas while reducing or eliminating grazing pressure in potentially more sensitive areas such as wetlands. It is often used to facilitate the transition of conventional farming to an organic system which requires additional pasture land to support a grass-based system. If applied correctly, the practice can also benefit shrubland songbirds which include many species of concern in the Northeast which are experiencing population declines (e.g. field sparrow and Eastern towhee). Applied incorrectly, the practice can be a detriment to shrubland birds by eliminating woody cover and important breeding habitat.

Invasive plants may be managed through this practice. Understand that in some cases the invasive shrubs such as honeysuckle and autumn olive may be providing some habitat benefits in the form of food and cover where native species are limited. Consider managing the field to favor native species while managing against the non-native invasive species.

Prescribed Grazing shall be applied to ensure that the desired response from the brush management treatment is not diminished. This may include maintenance of specific percent woody cover.

Additional Criteria for Improving Wildlife Habitat

Shrubby and rough pastures can provide good habitat for shrubland songbirds that nest above the ground in low shrubs and trees, and various other types of wildlife such as snakes, rabbits and deer. Better still, shrubby pastures with un-grazed grass and forbs can also provide nesting areas for shrubland species that nest on the ground in herbaceous vegetation. The key to maintaining habitat is to retain woody cover in the form of small trees, shrubs and vines. In general, trees as tall as or taller than the apple trees can be taken out and shrubs and smaller saplings 10 feet or less should be maintained. At least half of the retained woody vegetation should be in clumps or shrub islands to provide optimum cover. Shrub islands should be at least 100 square feet. The minimum % aerial cover of short woody vegetation to retain is 5-10% of the pasture land unit (see estimation chart at the end of this job sheet). Beneficial wildlife trees such as cavity trees and snags will be maintained unless they pose a safety hazard or detract from the success of the practice.

For more information on habitat management for shrubland species see:

'Early Successional Habitat Management Job Sheet'

http://efotg.nrcs.usda.gov/references/public/NJ/NJ647js-cool_season_grass.pdf

OPERATION / MANAGEMENT AND MAINTENANCE:

The following O&M activities will be planned and applied as needed:

1. Brush management operations will comply with all local, state, and federal laws and ordinances.
2. Evaluate re-growth of target species after sufficient time has passed to monitor the situation and gather reliable data to determine need for additional treatment. Following the initial treatment, some re-growth, re-sprouting, or reoccurrence of brush should be expected but may be beneficial. Spot treatment of individual plants or areas needing retreatment should be done as needed.

Describe the plants to be controlled and the amount to be controlled per acre:	Target all invasive and other undesirable vegetation within the Golden-winged Warbler habitat		
Describe the % woody cover and type to be maintained:			
Treatment Method(s) Planned:	Mechanical <input checked="" type="checkbox"/>	Chemical* <input checked="" type="checkbox"/>	Biological <input type="checkbox"/>
Scheduled date of treatment: Aug 2015, 2016, 2018, & 2019	Specify treatment (hand cutting, herbicide name, type of animals, etc): hand tools such as axes, chainsaws, brush saws, brush puller and/or shovel.		
Techniques and procedures to be followed, including recommended equipment:	If herbicides are used, follow all label requirements		
Precautions or requirements to maintain habitat/sensitive areas, limit impacts to non-target plants and wildlife, and mitigate risk associated with pesticides (where WIN-PST "Extra High", "High" or "Intermediate" pesticide risk):			
Additional Notes or Instructions: Consult with NRCS regarding timing of chemical application and identification of the target vegetation needed to be removed.			

* Where chemical treatment is used, be sure to evaluate pesticide risk with WIN-PST and attach documentation.

Maps

Attach an aerial photograph based map of the brush management area. Clearly define the management area on a map and flag it out on the ground so that it is clear to the landowner or contractors. Other relevant information, complementary practices and measures, and additional specifications may be included. Note: The Conservation Plan Map may be sufficient depending upon the level of map detail of the pasture area.

Questions regarding the specifications of this brush management practice may be directed to:

X. Bea Sabouathone

9/15/14

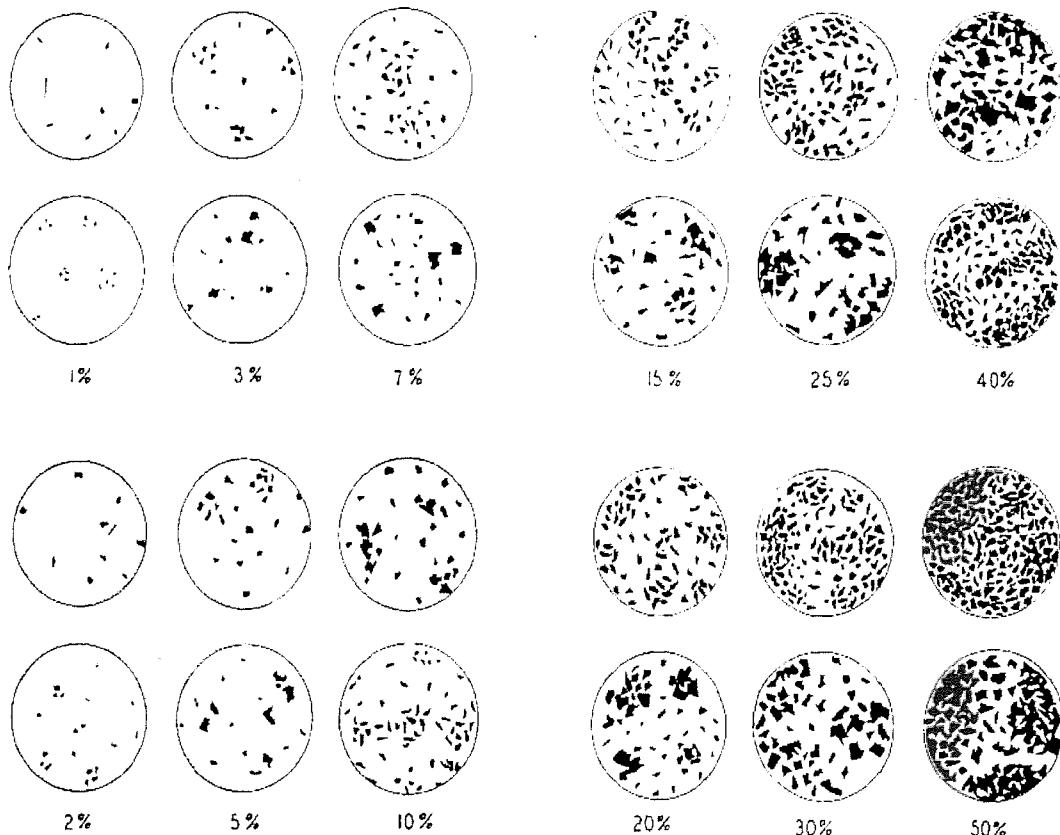
NRCS Planner

Date:



COMPARISON CHARTS FOR VISUAL ESTIMATION OF FOLIAGE COVER

1/



1/ Developed by Richard D. Terry and George V. Chillingar. Published by the Society of Economic Paleontologist and Minerologist in its Journal of Sedimentary Petrology 25 (3): 229-234, September 1955.

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Practice Checkout:

Amount completed: _____ units

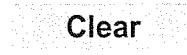
Mark as-built location on plan map and attach photos.

Remarks _____

This practice meets NRCS standards and specifications

Yes

No



Check out completed by: _____ Date: _____

Certified by: _____ Date: _____

FOREST TRAILS AND LANDINGS

New Jersey Conservation Practice Job Sheet

655



Definition

Forest trails and landings are routes, travel ways, or cleared areas within a forest to provide access on a periodic basis. Generally, forest trails are used to carry or drag trees to the landing while a forest road is used to transport logs, firewood, etc. from the landing to a public road. Landings are cleared or open areas where trees are sorted and processed.

Purpose

- Provide infrequent access to forest stands for management activities
- Provide periodic access for removal and collection of forest products.

Use

In addition to forest management, forest trails and landings may be used for recreation such as hiking, hunting, and skiing.

Criteria

Streamside Management Zones (SMZ) criteria as defined by the NJ Bureau of Forest Management (1995) shall be observed at all times. Trails and landings shall be located outside of the SMZ.

Trails and landings will be of a size, gradient, number and location to accomplish the intended purpose. A contour map shall be used to lay out trails prior to any disturbance. Slopes over 35% shall not have trails. Landings should be located on slopes between 2-6%. Trails shall be located to minimize adverse onsite and off-site impacts.

Threatened and endangered species shall not be adversely impacted by trails or landings.

This practice will be used to minimize on and off-site damage to resources, including forest soils and water bodies, by controlling erosion on forest trails and landings. This will often require the use of heavy equipment to shape trails or install structural measures to manage runoff and reduce soil erosion and sedimentation. Water flows will be controlled using techniques such as waterbars, crowning, rolling (broad-based) dips, insloping and outsloping, and culverts. Areas of exposed soil must be seeded and mulched within the stream per the *New Jersey Forestry and Wetlands Best Management Practices Manual*. Trails that do not concentrate water and have adequate cover usually do not require treatment. New plantings must be protected from traffic with some form of use exclusion.

Waterbars

Waterbars are one of the most basic and commonly used forest practices to minimize erosion on forest trails (Figure 1). Waterbars shall be installed at a downslope angle of 30 degrees or less depending on the grade of the trail (Figures 1 & 3). Steeper trail grades require less downslope angle. Waterbars shall be at least 8" deep and installed with a 2-4 degree gradient when ledge and rock permit. Deep waterbars (24-30"), should be used on roads that will be closed to traffic.

The outlet of the waterbar should drain at a slight outslope away from the road and onto undisturbed litter or vegetation. Waterbars can be constructed with hand tools, but bulldozers are most commonly used. It is best to start at the end of the forest trail and work toward the landing so that completed work is not damaged by the construction equipment. Waterbars and dips should be created by digging into soil by a bulldozer pushing downhill.

Waterbars and other drainage measures should be spaced according to Table 1 as outlet conditions allow.

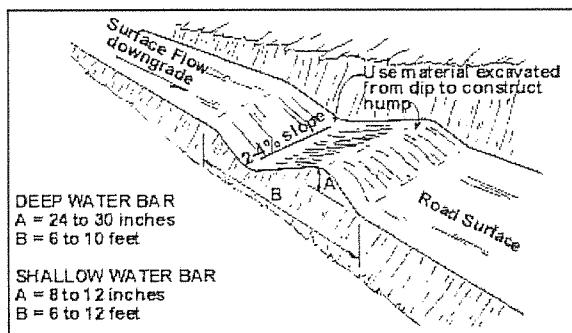


Figure 1. Water bars are narrow structures that may be shallow or deep. Deep water bars are usually used on roads that will be closed for extended periods (USFS).

Table 1 - Recommended Distances Between Drainage Structures on Logging Roads (from VT AMPs)

% Road Grade	Distance Between Water Bars (feet)	Distance Between Culverts (feet)	Distance Between Turnups, Dips & Pole Culverts (feet)
1 40	0	450	500
2 25	0	300	300
5 13	5	200	180
10 80		140	140
15 60		130	130
20 45		120	120
25 40		65	-
30 35		60	-
40 30		50	-

Outsloping

Outsloping a road means building the road surface so that it is tilted outward 4-6 percent so water can run off the road surface. Outsloping works well on moderate slopes with short back slopes (above the road). Outslopes become a problem if maintenance is not performed or when ruts begin to form. The ruts will then act as channels. The following conditions are favorable for use of outsloped roads with no ditch:

- Short back slopes (above road)
- Terrain slope less than 20 percent
- Road grades steeper than 3 percent
- Seasonal road use
- Light traffic
- Fast revegetation of cut and fill slopes.

Insloping

Insloping a road means building the road surface so that it is tilted inward towards the slope of the land 4-6 percent so that water can run off the road and collect in a shallow ditch. At the first opportunity available, the ditch is turned out into a vegetated buffer area to prevent runoff from coming back onto the road. If physical constraints prevent this, install cross-drainage structures on the road. The following conditions are favorable for use of insloped roads with ditch section:

- Long and/or steep back slopes
- Terrain slope greater than 20%
- Areas with fine textured soils
- Winter logging
- Areas where drainage is necessary.

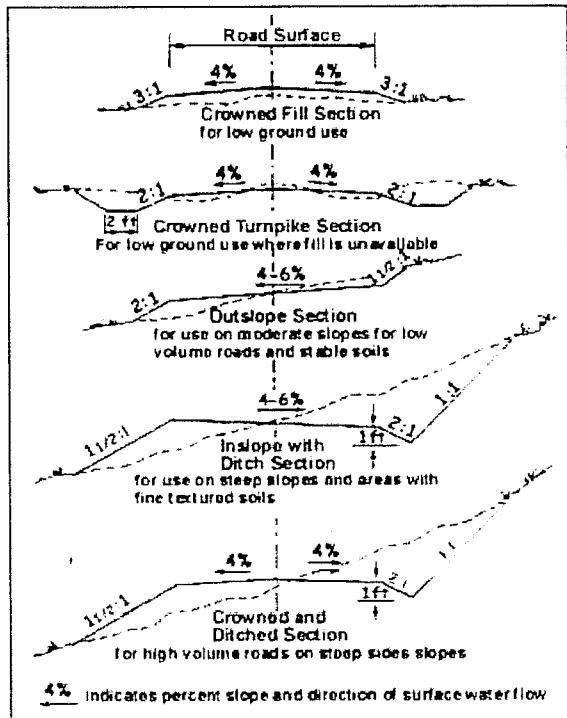


Figure 2. The choice of cross-section for a road or section of a road depends on drainage needs, soil stability, slope, and expected traffic volume. Dashed lines indicate natural land contours, and solid lines indicate constructed road. (USFS).

Crowning

To crown a road means to create a high point that runs lengthwise along the center line of the road. Either side of this high point is sloped at a 4% grade away from the center toward the outer edge of the road. Surface runoff is diverted into a vegetated buffer area or a ditch.

Rolling (Broad-based) Dips

Broad-based dips are shallow, wide diversions usually constructed on forest roads but may also be used on trails having a gradient of less than 10 percent. Proper construction usually requires a trained equipment operator. Dips can be constructed with a bulldozer or excavator by cutting a few feet out of the skid trail and bulldozing a fill area to build up grade on the lower side. For more information and diagrams see Vermont AMPs (page 14).

Ditches and Culverts

Ditches and culverts are primarily associated with forest roads but they may also be used on larger forest trails depending on the topography and frequency of use. Pipe culverts are used to move water under the road before it gains sufficient flow to erode the ditch on the uphill side of the road.

Spacing of culverts used for ditch drainage shall be determined according to Table 1 (above). Culverts should be installed at a 30 degree angle down grade, should angle downhill at least 4 degrees when ledge and rock permit for self-cleaning and should outlet onto rock, gravel or logs to dissipate energy. A minimum of 12 inches of soil should be used to cover culverts. Use NRCS design procedures for sizing culverts. Ditches should be properly stabilized.

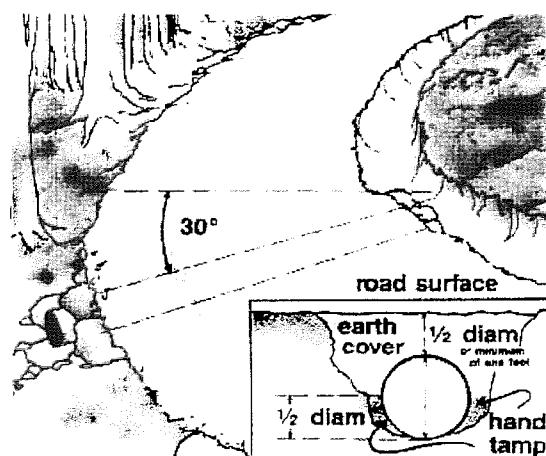


Figure 3. Design & installation of pipe culverts (VT AMPs).

Deflectors

The water deflector is a low cost, low maintenance method to deflect surface water from a roadway, which works as well as an open top culvert. It is generally used on low volume and low maintenance forest roads as it will not withstand skidding of logs.

The deflector is simply a piece of rubber belting 5/16 inch to 1/2 inch thick fastened between treated timbers. Different widths of belting can be used depending on availability. The timbers are installed in the same way as an open top culvert.

The only thing showing above the road surface is 3 inches of belting, which deflects the water from the road surface (Figure 4).

Because there is no abrupt grade change, water deflectors can be used on grades over 10 percent. On roads where farm equipment may have some trouble negotiating broad-based drainage dips, water deflectors would pose no difficulty. See the USFS guide in references for diagrams and more detail.

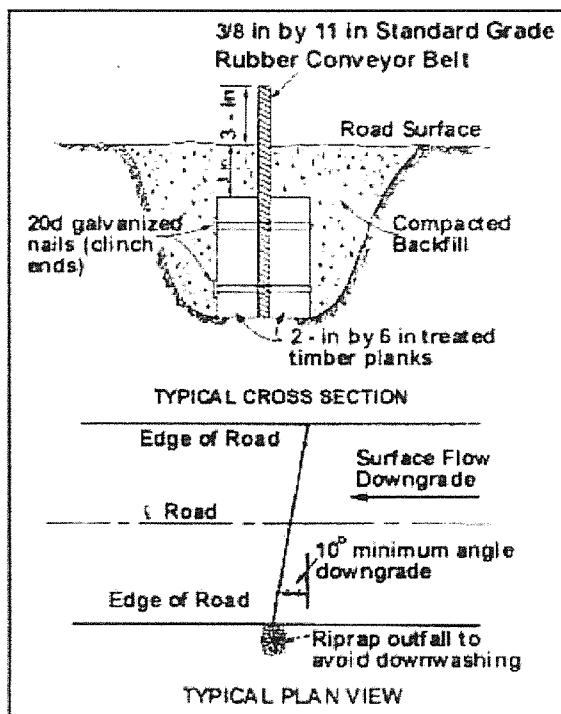


Figure 4. Water deflectors are installed so that only 3 inches of belting extend above the road surface to turn water aside. (USFS)

Open Top and Pole Culverts

Open top and pole culverts can be used in place of any of the above-mentioned road drainage methods except outsloping. Open top culverts and pole culverts are inexpensive and easy to construct. They work well when maintained, but are easily filled with sediment and rendered ineffective within a short period of time when not maintained. Open top and pole culverts are not recommended for crossing live or intermittent streams, and should not be used in lieu of pipe

culverts. They are recommended for ongoing operations only and should be removed upon completion of activities. These structures require a high level of maintenance. See References for more information.

Wildlife Considerations

Abandoned trails and landings offer an opportunity to provide additional wildlife habitat such as "bugging" areas for birds and shrubs for food (browse, soft mast, etc.) and nesting cover. Areas selected for wildlife plantings may include log landings and gently sloping sections of trails with open canopy where the soil is suitable for establishing vegetation with normal farming practices. Log landings may be managed as early successional habitats.

Operation and Maintenance

Upon completion of logging, temporary measures should be eliminated or replaced with permanent bars, trails properly graded and outsloped if needed, and the entire disturbed area seeded following the recommendations on the attached specifications sheet. Trails should be inspected during the establishment period to ensure that drainage systems and structures for water control are properly functioning and that vegetation has attained full coverage where specified.

References –

Much of the text and figures are from the following sources: Acceptable Management Practices (AMP) for Maintaining Water Quality on Logging Jobs in Vermont. VT Forests, Parks and Recreation. 1987. http://www.vtfpr.org/htm/gen_publications.cfm

A Landowner's Guide to Building Forest Access Roads. USFS. 1998. <http://www.na.fs.fed.us/SPFO/pubs/stewardship/accesroads/accessroads.htm>

New Jersey Forestry and Wetlands Best Management Practices Manual 1995. http://www.nj.gov/dep/parksandforests/forests/nj_bmp_manual1995.pdf

655 Forest Trails and Landings New Jersey NRCS Conservation Practice Job Sheet

For: Longwood Lake Cabin Owners Assn Inc	Tract #: 881	Land Unit(s):	Stand 5
Designed By: X. Bea Sabouathone	Approved By: Signature:		
Date: 9/15/14	Date:		

Purpose	
<input checked="" type="checkbox"/>	Forest Management
<input checked="" type="checkbox"/>	Logging

Additional specifications:

Installation will be supervised by a consultant forester or other resource professional.

Is a Permit required? If Yes, has it been obtained?
Permit Number: Type:

Plant Materials Information					
Species	Seed lbs./ac. or lbs./ 1000Ft. ²	Lime Lbs./ac. or lbs./ 1000Ft. ²	Fertilizer lbs./ac. or lbs./1000Ft. ²	Mulch lbs./ac. or lbs./1000Ft. ²	Planting Dates

655 Forest Trails and Landings New Jersey NRCS Conservation Practice Job Sheet

Additional planting specifications:

Site Preparation & Planting Method

Operation & Maintenance Requirements

Inspect trails periodically to be sure the measures are functioning as intended. If problems are found, take corrective actions to maintain the measures.

Include an aerial view or a side view of the trails and landings (sketch drawing or digital maps), including location of water control structures, a direction arrow and other relevant information and complementary practices may also be included.

Scale 1" = ft. (NA indicates sketch is not to scale.)

Questions regarding the planting or maintenance of the buffer planting should be directed to:

Name of Technical Specialist

Phone Number

NJ NRCS Job Sheet – Forest Trails and Landings (655)

Revised Sept 2012
Page 6 of 6

Practice Checkout:

Amount completed: _____ units

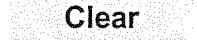
Mark as-built location on plan map and attach photos.

Remarks _____

This practice meets NRCS standards and specifications

Yes

No



Check out completed by: _____ Date: _____

Certified by: _____ Date: _____



Background and Purpose

Forest Stand Improvement is the manipulation of species composition, stand structure, and stocking by cutting or killing selected trees and or understory vegetation. The purpose of this practice is to help meet landowner's objectives while improving forest products, forest health, wildlife habitat, and a variety of other resources. This job sheet will focus on **crop tree release** and **area-wide** pole size (4-9" dbh) thinnings on productive forest sites that are overstocked or not meeting landowner objectives (e.g. objective of increased mast production).

Criteria for Thinning Operations

This practice is generally non-commercial and should be kept as separate as possible from commercial harvests. Firewood removal is allowed so long as wildlife habitat criteria (see below) are addressed. Prescriptions in forest plans will be based upon USFS Silvicultural stocking guides or other guides approved by a forester.

This job sheet was developed to implement NRCS funded pole size thinning approaches using the **area-wide** and **crop tree release** techniques. Both prescriptions usually call for a lowering of the basal area (measure of tree density in ft^2) as the stands are overstocked and there is little to no available growing space. Area-wide thinnings usually focus on removing the poor growing stock and retaining the good trees while paying little attention to the crowns of individual trees. Crop tree management requires attention to be focused on individual trees with the greatest potential for future income, wildlife habitat, or other values. During crop tree release, some of the trees that may have been retained in an area-wide thinning will be removed to give growing space to the crop tree. Where species diversity and quality differences between trees in a stand are low (e.g. red pine plantation), area wide thinnings are often prescribed. Where species diversity and potential for quality trees is high (e.g. northern hardwoods), crop tree release is often prescribed.

Area-Wide Thinnings

For area-wide thinnings, be sure to specify how the current stands basal area will be lowered to the target basal area such as through spacing of individual stems, variable removal of individual trees or groups, or number of rows to be removed in a plantation. Trees to be cut will be marked (flagged or painted). Rows to be removed may be minimally marked. **Stocking level shall be reduced to the B line on the stocking guide in the approved silvicultural guide for the species involved. Minimum level of acceptable growing stock (AGS) must be equal to the C line on the stocking guide.**

Crop Tree Release

For crop tree release, specify approximate number of trees expected to be released per acre, target species, and other species to retain. **Crop trees will be released on 3-4 sides.** At a minimum, crop trees will be marked (flagged or painted) in a manner so that they are easily

identifiable. It is recommended that trees to be cut will be marked with a different color flagging or paint. It is very important for good communication between landowner, forester and contractor on the crop tree approach so crop trees are retained and not accidentally cut. Tally sheets are also recommended but not required. A tally sheet is available for landowners that are interested in a greater level of detail and record keeping. The sheet can be used to inventory or analyze potential crop trees or can also be used to record the number of trees to cut. **Minimum number of timber crop trees to be released per acre is 40 for hardwoods and 50 for softwoods. Maximum number of timber crop trees to be released per acre is 75 for hardwoods and 100 for softwoods. Minimum level of acceptable growing stock (AGS) must be equal to the C line on the stocking guide.** The number, acreage, species and degree of release of crop trees will be evaluated after treatment.

Wildlife Habitat Criteria

Do not discriminate (cull trees) entirely on species basis. When possible favor uncommon and valuable wildlife tree species over common species. Favor mast producing species such as oak, black cherry, ash, maple, yellow birch and white pine during thinning operations. Species of low commercial value but high value to wildlife should also be encouraged. Beech, hickory and aspen are valuable species for mast production, denning, nesting and roosting. Retain den and nest trees during thinning operations. **The recommended stems to the acre will be left on the forest floor and these will be from the large diameter poles culled on site. If the stand has pole diameters of 6 inches or greater, 2 - 4 snags/acre will be maintained or created through girdling. Treatment areas within Indiana bat range (consult with NRCS) will need review and potentially limitations on timing of the practice or design.**

Considerations

Time the practice so it minimally affects seasonal wildlife activities (e.g. breeding birds, seasonal food sources for bear, etc.). When in softwood stands, consider the potential impact to deer wintering areas in the upper pole size diameters and snowshoe hare at the lower size diameters in spruce-fir.

Please Note: A current Forest Management Stewardship Plan that identifies the need and specifications for this practice is a requirement.

Operation and maintenance

Periodic inspections during treatment activities are necessary to ensure that objectives are achieved and resource damage is minimized. Follow-up and ongoing management activities will be needed to obtain desired results.

Resources for More Information -

Crop Tree Field Guide – Selecting and Managing Crop Trees in the Central Appalachians – USFS NA-TP-10-01
<http://www.na.fs.fed.us/pubs/ctfg/index.pdf>

Crop Tree Management in Eastern Hardwoods – Forest Resources Management - USFS NA-TP-19-93
http://www.fs.fed.us/na/morgantown/frm/perkey/ctm/ctm_index.html

Silvics of North America – USFS Agricultural Handbook 654 – http://www.na.fs.fed.us/spfo/pubs/silvics_manual/table_of_contents.htm



Forest Stand Improvement – Job Sheet – Specifications Sheet

For: Longwood Lake Cabin Owners Assn	Tract #: 881 Land Unit(s): refer to map
Stand Numbers: 6	Forest Management Plan Date: 2011 to 2020
Designed By: X. Bea Sabouathone	Consulting Forester: Duke Grimes
Signature:	Company: Forest Management Services
Date: 9/15/14	(609) 397-7834

Purpose (check all that apply)

<input checked="" type="checkbox"/> To increase the quantity and quality of forest products	<input checked="" type="checkbox"/> Achieve a desired level of crop tree stocking and density
<input checked="" type="checkbox"/> Improve wildlife habitat	<input type="checkbox"/> Increase carbon storage in selected crop trees
<input type="checkbox"/> Reduce the potential of damage from wildfire, pests, and moisture stress.	<input checked="" type="checkbox"/> other: To benefits Golden-winged warbler

EXISTING STAND CONDITIONS

NOTE: It is expected that a good description of existing stand conditions (Site Class/Site Index, Mean Stand Diameter, stems/acre, etc.) and management prescriptions are found within the landowner's forest management plan. Please be sure that a copy is included in the case file so that it can be referred to later. It is the basis for implementation of this practice and activity.

Management Description – Under site specifications be sure to describe applicable items. For crop tree release describe approximate number of crop trees/acre, target crop trees, unusual or important species to retain, target BA, how trees will be identified, etc. For area-wide thinning describe target species to retain, spacing or other proposed thinning specs., target BA, unusual or important species to maintain, how cull trees will be marked, etc. For either describe how the practice will be completed such as by hand (chainsaw), chemical, mechanical (e.g. harvester).

Stand Number: 6 Acres to Treat: 18 acres	Type of Forest Stand Improvement (check one)	Date to be completed:
	<input type="checkbox"/> Crop Tree Release	<input type="checkbox"/> Area-Wide Thinning (basal area reduction)
Site Specifications: Marking of the trees to be removed should be done by a qualified forester.		
Stand Number: Acres to Treat:	Type of Forest Stand Improvement (check one)	Date to be completed:
	<input type="checkbox"/> Crop Tree Release	<input type="checkbox"/> Area-Wide Thinning (basal area reduction)
Site Specifications:		



Forest Stand Improvement – Job Sheet – Specifications Sheet

Stand Number: Acres to Treat:	Type of Forest Stand Improvement (check one)	Date to be completed:
	<input type="checkbox"/> Crop Tree Release	<input type="checkbox"/> Area-Wide Thinning (basal area reduction)
Site Specifications:		
Stand Number: Acres to Treat:	Type of Forest Stand Improvement (check one)	Date to be completed:
	<input type="checkbox"/> Crop Tree Release	<input type="checkbox"/> Area-Wide Thinning (basal area reduction)
Site Specifications:		

Installation shall be in accordance with the aforementioned criteria and specifications. Information concerning proper procedures and techniques for crop tree release are available through NRCS and the reference guide 'Crop Tree Management in Eastern Hardwoods – Forest Resources Management - USFS NA-TP-19-93' (see references above). For full information on the practice and specification go the NRCS website for practice standards: <http://www.nj.nrcs.usda.gov/technical/planning/practices.html>

Additional Specifications and Notes:
Cut should occur from September through March to minimize disturbance to nesting birds.

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To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Practice Checkout:

Amount completed: _____ units Mark as-built location on plan map and attach photos.

Remarks _____

This practice meets NRCS standards and specifications Yes No



Check out completed by: _____ Date: _____

Certified by: _____ Date: _____

Access Control

New Jersey Conservation Practice Job Sheet

472



Figure 1. Gates and fences can selectively control use of an area by livestock or vehicles.



Figure 2. Poorly timed use of vehicles can accelerate sheet, rill, and concentrated flow erosion on access roads and trails.

SPECIFICATIONS

Site-specific requirements are listed on the following pages of this job sheet. Specifications are prepared in accordance with the Access Control 472 practice standard found in the New Jersey NRCS Field Office Technical Guide. Information contained in this document is considered part of the conservation plan.

Client Name:	Longwood Lake Cabin Owners Assn Inc	Town:	Jefferson Township
Farm:	862	Tract:	881
Designed By:	X. Bea Sabouathone	Field:	2 and 3
Planned Installation Date:	April 2018	Program:	2014 EQIP
Proposed Treatment Acres:	8.0 acres	Date:	September 15, 2014

Purpose: Check all that apply

1. This practice will be implemented to monitor and/or manage the intensity of use by:

Animals

People

Vehicles

Other

Describe the intent(s) of this access control practice and the specific resources that are at risk:

Wildlife exclusion fence will be installed to protect natural regeneration of desirable tree species from deer browsing

If you have questions about this planned **Access Control** practice contact:

Name:	Tel:	Email:
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CRITERIA:

Use-regulating activities (e.g., posting of signs, patrolling, gates, fences and other barriers, permits) shall achieve the intended purpose and include mitigating associated resource concerns to acceptable levels during their installation, operation, and maintenance. Activities will complement the application schedule and life span of other practices specified in the conservation plan.

Each activity or measure will identify the entity to be monitored and regulated (animals, people, vehicles and/or equipment) and specify the intent, intensity, amounts, and timing of exclusion by that entity. Activities may involve temporary to permanent exclusion of one to all entities.

Placement, location, dimensions and materials (e.g., signs, gates), and frequency of use (e.g., continuous, specific season, or specific dates) shall be described for each activity including monitoring frequency.

Specifications

2. List the controlled-use activities (*posting of signs, patrolling, gates, fences or other barriers, permits*) and describe the intensity, amounts, and timing of use for entities marked in item 1 above, mitigating measures if their use influences other resource concerns, and monitoring requirements.

Controlled Use Activity(s):

8 ft high woven wire fence

Description:

Proposed 2,550 ft of fence. Fencing shall be constructed in accordance with NRCS technical standards and specifications.

3. Describe placement, location, dimensions and materials (for signs, structures, etc.), and frequency of use (e.g., continuous, specific season, specific dates) for each activity.

Target Area 2 (refer to map - Field 2 & 3) is the proposed location for Golden-winged Warbler habitat creation +

4. Soils, site factors, and timing of application must be suitable for any ground-based equipment that may be utilized for installing the named activities to avoid erosion and sedimentation. For safety purposes and to protect site resources, treatment methods involving equipment are generally not applied on slopes exceeding 35 percent.

5. List emergency preparedness agency information (optional), e.g., local fire/wildfire control agency and pumper truck water sources, if applicable, on or near the area:

6. Other requirements:

7. All actions associated with applying activities and measures under this practice shall be monitored periodically, maintained, and comply with federal, state, tribal and local laws and regulations. It is the landowner's responsibility to obtain appropriate permits and/or applications prior to commencing an activity.

Specifications, Continued: Access Control Restriction and Timing:	
<input checked="" type="checkbox"/> Animals (List dates if applicable) <input checked="" type="checkbox"/> Permanently <input type="checkbox"/> From: _____ <input type="checkbox"/> To: _____	<input type="checkbox"/> People (List dates if applicable) <input type="checkbox"/> Permanently <input type="checkbox"/> From: _____ <input type="checkbox"/> To: _____
<input type="checkbox"/> Vehicles (List dates if applicable) <input type="checkbox"/> Permanently <input type="checkbox"/> From: _____ <input type="checkbox"/> To: _____	<input checked="" type="checkbox"/> Other (specify) <input checked="" type="checkbox"/> Permanently <input type="checkbox"/> From: _____ <input type="checkbox"/> To: _____

Specifications, Continued: Access Control Method: Check all that apply	
<input checked="" type="checkbox"/> Gate(s) Number: _____ Type: _____ Dimensions: _____	<input checked="" type="checkbox"/> Fence(s) Type: Woven Dimensions: refer to map
<input type="checkbox"/> Vegetation Species: _____ Dimensions: _____	<input type="checkbox"/> Signs: Warning / Marking: _____ Number / Dimensions: _____
<input type="checkbox"/> Removal / Relocation of Animals	<input type="checkbox"/> Other (specify):

OPERATION / MANAGEMENT AND MAINTENANCE:

The following O&M activities will be planned and applied as needed:

Monitoring of the effectiveness of the installed use-regulating activities will be performed routinely and at least annually with changes made to specifications and operation and maintenance requirements as necessary.

Modifications to activities and use of measures are allowed temporarily to accommodate emergency-level contingencies such as wildfire, hurricane, drought, or flood as long as resource conditions are maintained.



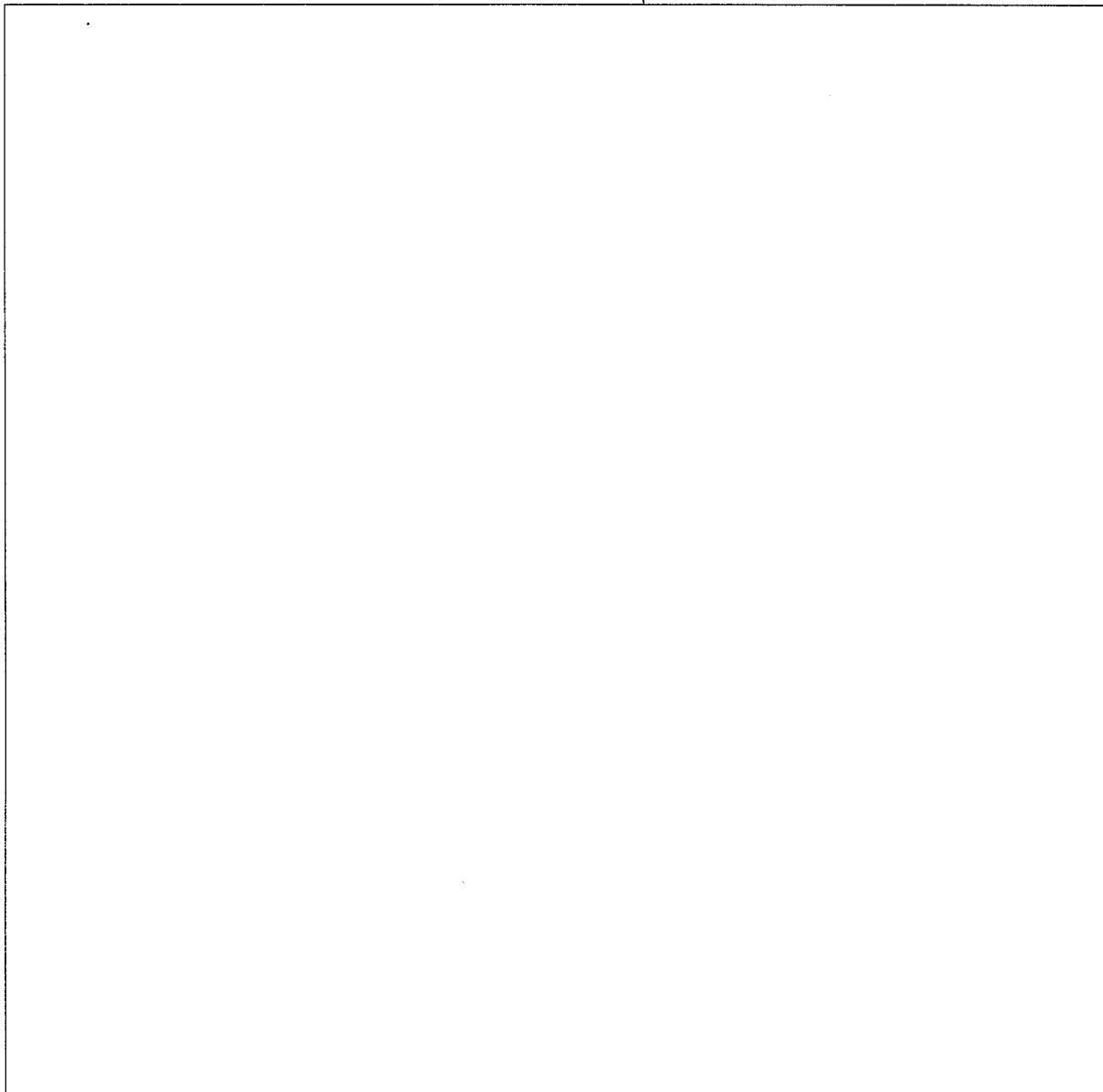
Access Control – 472

Job Sheet

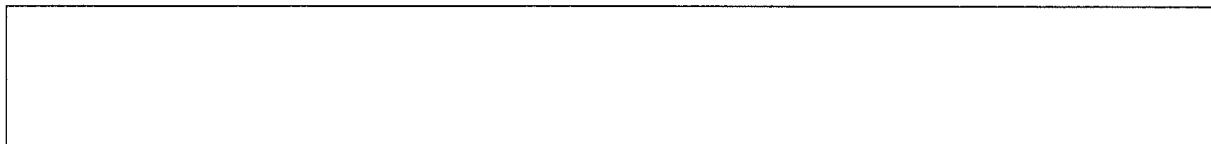
If needed, an aerial view or a side view of the practice can be shown below. Other relevant information, complementary practices and measures, and additional specifications may be included.

Recommendation: Import digital photographs to indicate practice before and after effects.

↑N



ADDITIONAL NOTES OR INSTRUCTIONS:



Practice Checkout:

Amount completed: _____ units

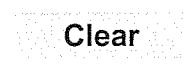
Mark as-built location on plan map and attach photos.

Remarks _____

This practice meets NRCS standards and specifications

Yes

No



Check out completed by: _____ Date: _____

Certified by: _____ Date: _____