

## Watershed Agricultural Program Guideline

### 1.1.08

#### **WATERSHED AGRICULTURAL PROGRAM (WAP) PARTICIPANT STATUS**

The purpose of this guideline is to establish and define participant status within the WAP. This guideline outlines the criteria used to determine participant standing and clarifies the responsibilities of both participants and the WAP with respect to Whole Farm Plans, Annual Status Reviews (ASRs), and the planning, implementation, operation, and maintenance of Best Management Practices (BMPs) in the protection of water quality.

#### Section 1: Participant Status Definitions

<b><u>Status</u></b>	<b><u>Definition</u></b>
<b>Prospective</b>	<p>A farm interested in joining the WAP that has completed an application (AEM Tier I).</p> <p><b><u>Prospective Ineligible</u></b>- An agricultural enterprise that does not meet the program’s minimum eligibility requirements (defined in Guideline 1.01.01 ‘Eligibility for Participation/Whole Farm Plan’) after application review.</p> <p><b><u>Prospective Eligible</u></b>- An agricultural enterprise that has completed an application and meets the minimum eligibility requirements after application review. The program will conduct a Tier II - Environmental Review to then be ranked and prioritized for potential Whole Farm Plan development. Applications will be valid for 5 years following the Tier II. After 5 years the application will be considered invalid and will not be considered for new Whole Farm Plan development. The farm enterprise will be notified their application is no longer valid. A new application can be submitted by the prospective participant to make the enterprise valid again.</p>
<b>Active</b>	<p>Participants that have active agricultural production in the NYC Watershed, have signed a WFP-1 and WFP-2, meets minimum eligibility requirements (defined in Guideline 1.01.01 ‘Eligibility for Participation/Whole Farm Plan’), supports the implementation of approved BMP’s, agrees to adhere to O&amp;M requirements, participate in Annual Status Reviews (ASRs), and demonstrate timely, cooperative, and professional engagement with program requirements.-</p>
<b>Active - Probationary</b>	<p>Participants that otherwise meet the definition of Active but have one or more unresolved issues highlighted under Section 2 Participant Conduct and Partnership Expectations. This status allows continued engagement while requiring specific corrective actions to be completed within a defined timeframe.</p> <p>During probation, BMP implementation or approvals may be delayed or conditioned until corrective actions are completed.</p> <p>Probationary status may be determined by the Agricultural Program Manager or WAC Executive Director with notification to the Agricultural Committee.</p>

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<p><b>Active - Transitioning Farm</b></p>	<p>A participating farm that is undergoing a transition in the farm enterprise. This could include but is not limited to impending sale, land transfer, business change (i.e. documented livestock sale) that has potential to affect program eligibility.</p> <p>This is to be treated as a temporary status to allow the program to complete the necessary steps to make them eligible for another status (active; active- ineligible; inactive, or retired). All BMP implementation will be put on hold, however, cover crops and submissions for Nutrient Management Credit will continue if the existing participant meets the associated guidelines. Planning activities (ASR, revisions, technical guidance, nutrient management planning) can continue and staff will work toward placing farm in another status. A farm shall not be in a “Transitioning Farm” status for more than 2 consecutive years. On eased properties agricultural uses and activities falling within this status shall be considered consistent with a current WFP.</p> <p>A participant submitted into this status shall be reported to the Agricultural Committee.</p>
<p><b>Active - Conservation Participant</b></p>	<p>Participants that are not directly associated with an existing WFP and own or operate land within the NYC watershed boundaries and have signed a CP-1 &amp; Conservation Plan (CP-2). These lands are eligible for CREP and agronomic practices, in accordance with WAP Guidelines and SOPs, and program capacity.</p>
<p><b>Active - ineligible</b></p>	<p>Participants that have active agricultural production in the NYC Watershed, have signed a WFP-1 and WFP-2. However, their operation is currently below the minimum eligibility requirements. No new BMP implementation will be conducted on an Active – ineligible farm, but an appropriate ASR based on the farming operation will be performed as determined by the ASR SOP. Participants agree to adhere to O&amp;M requirements for existing BMPS. Repair and Replacement of existing BMPs will be evaluated on a case by case basis. On eased properties agricultural uses and activities falling within this status shall be considered consistent with a current WFP.</p>
<p><b>Inactive</b></p>	<p>A land base with a previously approved WFP that is not currently engaged in agricultural production (less than 1 animal unit, less than 1 acre of annual crops, less than 5 acres of hay). No BMP implementation will be conducted on an inactive farm but a verification ASR will be performed.</p>
<p><b>Retired Farm Number</b></p>	<p>A land base that has had no agricultural activity on their farm for 5 years or more, or now has farm activity covered under another WFP. Farms with current CREP or other USDA contracts would not have their farm number retired. Upon land transfer, if a new landowner chooses to not participate, then the farm is retired. Future agricultural activity on this property would be eligible to enter the WAP process as a prospective participant, the original farm number may be reinstated once prioritized for new whole farm development. Eased properties will be prioritized for Whole Farm Plan development if ag activity begins to occur again above the eligibility requirements.</p>

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<p><b>Suspended</b></p>	<p>A participant that is actively involved in agricultural production that is involuntarily suspended due to;</p> <ul style="list-style-type: none"> <li>A. Any of the parties' failure to follow the WFP-1 provisions.</li> <li>B. Failure by any of the parties to make reasonable progress in implementing the BMPs on his/her WFP2.</li> <li>C. Continued conduct detrimental to the program, including but not limited to threatening or abusive communication, refusal of reasonable site access, material obstruction or damage to BMPs, repeated non-responsiveness, or failure to meet conduct expectations outlined in this guideline.</li> </ul> <p>This status requires the approval of the Agricultural Committee. A letter to the participant will inform them of the suspended status, detailing the timeline, and explain the next course of action.</p>
<p><b>Withdrawn</b></p>	<p>A participant that voluntarily removes themselves from the WAP. A withdrawn farm is no longer considered a WAP participant and gives up all associated benefits that the WAP offers. This status requires the Agricultural Program Manager notify the Agricultural Committee upon receipt of the participant withdrawal notice.</p>
<p><b>Terminated</b></p>	<p>A participant that has had their program enrollment revoked. A terminated farm is no longer considered a WAP participant and gives up all associated benefits that the WAC offers. This status requires the approval of the Agricultural Committee.</p>

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## **Section 2: Participant Conduct and Partnership Expectations**

To maintain Active status, participants must demonstrate conduct that supports an effective and professional partnership with WAP staff, cooperating agencies, and contractors. These expectations apply to all communications, planning activities and participant requirements.

### **1. Responsiveness**

Participants are expected to:

- Respond to program inquiries (phone, email, written) within a reasonable timeframe, generally 10 business days, unless extenuating circumstances are communicated.
- Schedule and participate in required ASRs, field visits, and planning meetings.
- Provide requested documentation within a reasonable timeframe or by stated deadlines.
- Promptly notify staff of major BMP safety issues, imminent water quality threats, or operational changes affecting eligibility, implementation, or O&M.

Failure to respond after three documented attempts may result in placement in Active – Probationary status or Suspension pending corrective action.

### **2. Professional Engagement**

Participants agree to:

- Engage with WAP staff, contractors, and partner agencies in a professional, non-threatening manner.
- Allow safe and reasonable access to the farm for planning, implementation, and verification.
- Refrain from actions that obstruct staff or contractors from fulfilling program responsibilities, including intimidation, harassment, verbal abuse, threats, intentional misrepresentation, or withholding key farm information.

### **3. Stewardship and Management Responsibilities**

Participants must reasonably:

- Support the intent of the Whole Farm Plan, including Nutrient Management Plans.
- Operate and maintain BMPs in accordance with O&M agreements.
- Avoid intentional destruction, neglect, or misuse of BMPs.
- Engage with WAP staff to address imminent water quality threats.
- Refrain from actions that undermine water quality protection or program credibility.

### **4. Collaboration and Reasonable Progress**

Participants are expected to:

- Cooperate in good faith during design and construction.
- Remain in good standing with other WAC-funded programs (e.g., Easements, Forestry, EV).
- Provide access to facilities and personnel needed to complete work.
- Make reasonable progress toward funded and feasible implementation.
- Avoid preventable delays, including repeated unavailability, failure to prepare sites, or unauthorized obstruction or removal of materials under construction.

## Watershed Agricultural Council's (WAC) – Watershed Agricultural Program (WAP)

### WFP-1: Voluntary Participation and Funding Agreement

Name: \_\_\_\_\_ (Participant – Landowner)

Name: \_\_\_\_\_ (Participant - Producer)

Farm Name: \_\_\_\_\_ Farm Number: \_\_\_\_\_

Watershed: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

#### Section I: General Provisions:

By signing this Voluntary Participation and Funding Agreement, the Participant(s) agrees to implement those Best Management Practices (BMPs) that the Watershed Agricultural Council (WAC) has approved as set forth in the WFP-2: Whole Farm Plan Summary and Projected BMP Implementation which is attached hereto and made a part of this Voluntary Participation and Funding Agreement. The Participant(s) further agrees: (i) that the WAC may revise the attached WFP-2 should funding availability affect the WAC's ability to fund any BMP contained in the attached WFP-2; and (ii) that the Participant shall comply with the following terms and conditions:

1. The terms of this Participation and Funding Agreement shall remain in effect for the Life Span of each BMP contained in the WFP-2. Each BMP Life Span is stated in the Operation and Maintenance Agreement and shall be measured beginning on the date of the WAP certification as per the WFP-3: BMP Procurement Record.
2. The Participant(s) agrees to implement the WFP-2 BMPs in accordance with all applicable WAP Guidelines and WAC Policies, including but not limited to the WAC BMP Procurement Procedures. The Participant(s) further agrees that if the Participant(s) fails to abide by all applicable WAP Guidelines and WAC Policies, including the WAC BMP Procurement Procedures, the WAC reserves the right to terminate this Voluntary Participation and Funding Agreement.
3. The Participant(s) is responsible for thoroughly reviewing all aspects of all BMPs contained in the WFP-2, including but not limited to: the design, location, required materials, Operation and Maintenance Agreements, and how the BMPs will impact the Participant's existing farm operations. Once this Voluntary Participation and Funding Agreement is signed by the parties hereto, the Participant(s) is not permitted to alter any BMPs implemented thereafter contained in the WFP-2 without prior written approval from the WAP.
4. The Participant(s) understands the WAP will implement BMPs according to the WAC BMP Prioritization Guidelines and Procedures. The implementation of the WFP-2 is dependent upon staff and funding availability.
5. The Participant(s) agrees to operate and maintain BMPs in accordance with the Operation and Maintenance Agreement developed for each BMP as set forth in the current WAP Guidelines. If the Participant(s) fails to operate and maintain BMPs in accordance with the Operation and Maintenance Agreement, the WAC may seek reimbursement for the expenses incurred to implement BMPs that are within lifespan on the Participant's farm.
6. The Participant(s) shall be responsible for complying with all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect any BMP contained in the Participant's WFP. The Participant(s) further agrees that it shall be the Participant's responsibility to obtain any site-specific permits required for the implementation of the WFP-2 BMPs. East of Hudson (EoH) Participants are required to pay all permitting fees.
7. The Participant(s) agrees that all Contractors the Participant hires to implement the WFP-2 BMPs shall be hired in accordance with the WAC BMP Procurement Procedures.
8. The Participant(s) agrees that all disputes arising under or related to a WFP-5c: Participant(s) – Contractor Contract shall be resolved in accordance with the WAC BMP Procurement Procedures, Disputes and Appeals Procedure.

9. The Participant(s) agrees that a BMP shall not be considered complete until the WAP certifies that the BMP has been completed in accordance with all applicable standards and specifications.
10. The Participant(s) acknowledges that they have been advised that WAP Guidelines and WAC Policies concerning WFP development and implementation can be found on the WAC website at: [www.nycwatershed.org](http://www.nycwatershed.org). The Participant(s) further acknowledges that they have had the opportunity to: (i) review such WAP Guidelines and WAC Policies; (ii) to discuss with WAP/WAC staff any portion of the WAP Guidelines or WAC policies which the Participant(s) found unclear or about which the Participant had questions; and (iii) that WAP/WAC bears no responsibility if the Participant(s) has failed to review or does not understand any WAP Guideline or WAC Policy.
11. The Participant(s) shall allow WAP/WAC Staff or their representative to come on to the Participant's property to conduct all WAP/WAC affairs, including but not limited to the Annual Status Review (ASR), soil sampling, and to observe BMPs.
12. The Participant(s) authorizes WAC to make payments on the Participant's behalf directly to the contractors with whom the Participant has entered into contracts for the implementation of WFP-2 BMPs. WAC shall not make payments to a contractor until WAC receives certification from WAP/WAC staff that the BMP the contractor was hired to complete has been completed in compliance with all applicable standards and specifications, as those standards and specifications are stated in the relevant WAC BMP Procurement Procedures.
13. Subject to the availability of funding, the WAC shall allocate approved funds to finance the BMPs approved in the WFP-2. EoH Participants that exceed the cost guideline funding will follow all applicable cost sharing guidelines.
14. The WAP reserves the right to inspect all BMPs from time to time during and after installation to determine if all applicable standards and specifications are being/have been met.
15. Within thirty (30) days of receipt of all required procurement documents as per the WAC BMP Procurement Procedures, including certification that the completed BMP(s) complies with all applicable standards and specifications, the WAC shall issue payment directly to the contractor.
16. The WAC shall issue Internal Revenue Service form 1099-Miscellaneous to report payments.
17. This Agreement can be terminated by either party by giving the other party thirty (30) days written notice as set forth in the WAC BMP Procurement Procedure Section I-E: Implementation & Funding Agreements and current WAC Policies and Guidelines.
18. This Agreement shall be effective when it is signed by all parties and this Agreement may be executed via handwritten signatures, electronic signatures (as provided under New York State Technology Law Article III and the regulations promulgated thereunder), or any combination thereof. A facsimile copy, PDF copy, or an electronically signed copy of this Agreement shall be deemed an original for all purposes. This Agreement may be executed in one or more counterparts, each of which shall take effect as an original, and all of which shall evidence one and the same Agreement.

*Participants acknowledge that their execution of this agreement does not create any contractual relationship between the Participant(s) and the City of New York. Participant(s) further acknowledge that their execution of this agreement shall constitute and operate as a general release of the City of New York from any and all claims arising out of the work performed under this agreement and/or any other agreement related to the implementation of the BMPs.*

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## **Section II: BMP Implementation & Special Conditions**

- A. There are \_\_\_\_\_ pages of WFP-2: Whole Farm Plan Summary & Projected BMP Implementation & Supplemental Agreement(s) attached.
- B. There are \_\_\_\_\_ special provisions attached as a component of this Agreement in Appendix A.

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## **Section III: Participant's Certification (All fields must be completed)**

All Participants have read the provisions of this Agreement and are aware of the Participants' responsibility under the WAC BMP Procurement Procedure and WAP Implementation Guidelines, and agree to the terms and conditions contained therein.

Participant (Landowner) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

\_\_\_\_\_

Participant's Phone Number: \_\_\_\_\_

Participant's Email: \_\_\_\_\_

Participant (Producer) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Producer's Address: \_\_\_\_\_

\_\_\_\_\_

Producer's Phone Number: \_\_\_\_\_

Producer's Email: \_\_\_\_\_

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**Section IV: WAC Approval**

WAC Ag Program Manager: \_\_\_\_\_

Date: \_\_\_\_\_

WAC Executive Director: \_\_\_\_\_

Date: \_\_\_\_\_

**Watershed Agricultural Council's (WAC) – Watershed Agricultural Program (WAP)****CP-1: (Conservation Plan) Participation and Funding Agreement**


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Name: \_\_\_\_\_ (Participant – Landowner)  
 Name: \_\_\_\_\_ (Participant - Producer)  
 Watershed: \_\_\_\_\_ CP Number: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

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**Section I: General Provisions:**

By signing this Agreement, the Conservation Plan (CP) Participant agrees to implement those Best Management Practices (BMPs) that the Watershed Agricultural Council (WAC) has approved as set forth in the Conservation Plan (CP-2:) BMP Budget & Projected Implementation which is attached hereto and made a part of this Agreement. The Participant further agrees: (i) that the WAC may revise the attached CP-2 should funding availability affect the WAC's ability to fund BMP(s) that may be eligible for funding contained in the attached CP-2; and (ii) that the Participant shall comply with the following terms and conditions:

1. The terms of this Agreement shall remain in effect for the Life Span of each BMP contained in the CP-2. Each BMP Life Span is stated in the Operation and Maintenance Agreement and shall be measured beginning on the date of the WAP certification as per the WFP-3: BMP Procurement Record.
2. The Participant agrees to implement the CP-2 BMPs in accordance with all applicable WAP Guidelines and WAC Policies, including but not limited to the WAC BMP Procurement Procedures. The Participant further agrees that if the Participant fails to abide by all applicable WAP Guidelines and WAC Policies, including the WAC BMP Procurement Procedures, the WAC reserves the right to terminate this Agreement.
3. The Participant is responsible for thoroughly reviewing all aspects of all BMPs contained in the CP-2, including but not limited to: the design, location, required materials, Operation and Maintenance Agreements, and how the BMPs will impact the Participant's existing property. Once this Funding Agreement is signed by the parties hereto, the Participant is not permitted to alter any BMPs implemented thereafter contained in the CP-2 without prior written approval from the WAP.
4. The Participant understands the WAP will implement BMPs according to the CP-2 and BMP Prioritization Methodology. The implementation of the CP-2 is dependent upon staff and funding eligibility/availability for the year planned.
5. The Participant agrees to operate and maintain BMPs in accordance with the Operation and Maintenance Agreement developed for each BMP as set forth in the current WAP Guidelines. If the Participant fails to operate and maintain BMPs in accordance with the Operation and Maintenance Agreement, the WAC may seek reimbursement for the expenses incurred to implement eligible BMPs that are within lifespan on the Participant's property.
6. The Participant shall be responsible for complying with all applicable Federal, State, and local laws, rules, regulations and ordinances that affect any BMP contained in the CP. The Participant further agrees that it shall be the Participant's responsibility to obtain any site-specific permits required for the implementation of the CP-2 BMPs. East of Hudson (EoH) Participants are required to pay all permitting fees.
7. The Participant agrees that all Contractors the Participant hires to implement the CP-2 BMPs shall be hired in accordance with the WAC BMP Procurement Procedures.
8. The Participant agrees that all disputes arising under or related to a WFP-5c: Participant(s) – Contractor Contract shall be resolved in accordance with the WAC BMP Procurement Procedures, Disputes and Appeals Procedure.
9. The Participant agrees that a BMP shall not be considered complete until the WAP certifies that the BMP has been completed in accordance with all applicable standards and specifications.

10. The Participant acknowledges that they have been advised that WAP Guidelines and WAC Policies concerning CP development and implementation can be found on the WAC website at: [www.nycwatershed.org](http://www.nycwatershed.org). The Participant further acknowledges that they have had the opportunity to: (i) review such WAP Guidelines and WAC Policies; (ii) to discuss with WAP/WAC staff any portion of the WAP Guidelines or WAC policies which the Participant(s) found unclear or about which the Participant had questions; and (iii) that WAP/WAC bears no responsibility if the Participant has failed to review or does not understand any WAP Guideline or WAC Policy.
11. The Participant shall allow WAP/WAC Staff or their representative to come on to the Participant's property to conduct all WAP/WAC affairs, including but not limited to the Annual Status Review (ASR), soil sampling, and to observe BMPs.
12. The Participant authorizes WAC to make payments (when applicable) on the Participant's behalf directly to the contractors with whom the Participant has entered into contracts for the implementation of eligible CP-2 BMPs. WAC shall not make payments to a contractor until WAC receives certification from WAP/WAC staff that the BMP the contractor was hired to complete has been completed in compliance with all applicable standards and specifications, as those standards and specifications are stated in the relevant WAC BMP Procurement Procedures.
13. Subject to the availability of funding, the WAC shall allocate approved funds to finance the eligible BMPs approved in the CP-2. EoH Participants that exceed the cost guideline funding will follow all applicable cost sharing guidelines.
14. The WAP reserves the right to inspect all BMPs from time to time during and after installation to determine if all applicable standards and specifications are being/have been met.
15. Within thirty (30) days of receipt of all required procurement documents as per the WAC BMP Procurement Procedures, including certification that the completed BMP(s) complies with all applicable standards and specifications, the WAC shall issue payment directly to the contractor.
16. The WAC shall issue Internal Revenue Service form 1099-Miscellaneous to report payments.
17. This Agreement can be terminated by either party by giving the other party thirty (30) days written notice as set forth in the WAC BMP Procurement Procedure Section I-E: Implementation & Funding Agreements and current WAC Policies and Guidelines.

***Participants acknowledge that their execution of this agreement does not create any contractual relationship between the Participant(s) and the City of New York. Participant(s) further acknowledge that their execution of this agreement shall constitute and operate as a general release of the City of New York from any and all claims arising out of the work performed under this agreement and/or any other agreement related to the implementation of the BMPs.***

**Section II: BMP Implementation & Special Conditions**

- A. There are \_\_\_\_\_ pages of the CP-2: BMP Budget & Projected Implementation Summary attached.
- B. There are \_\_\_\_\_ special provisions attached as a component of this Agreement in Appendix A.

**Section III: Participant's Certification (All fields must be completed)**

All Participants have read the provisions of this Agreement and are aware of the Participants' responsibility under the WAC BMP Procurement Procedure and WAP Implementation Guidelines, and agree to the terms and conditions contained therein.

Participant (Landowner) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Address: \_\_\_\_\_  
 \_\_\_\_\_

Participant (Producer) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Producer's Address: \_\_\_\_\_  
 \_\_\_\_\_

**Section IV: Approval**

WAC Program Manager: \_\_\_\_\_ Date: \_\_\_\_\_

WAC Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_