

# AGREEMENT FOR THE CULLERS RUN RESEARCH PROJECT

## Parties

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\_\_\_\_\_ Participant Name  
\_\_\_\_\_ Participant Address  
\_\_\_\_\_  
\_\_\_\_\_ Phone number  
\_\_\_\_\_ Tax identification number

## Purpose

The purpose of this agreement is to establish a working relationship between project investigators and the participant in regard to research grant USDA/CSREES # 2006-35102-17261 entitled, "Farmers as Producers of Clean Water: Providing Economic Incentives for Reducing Agricultural Non-point Pollution". All conditions for the parties of this agreement are listed in Attachment A attached hereto and incorporated as part of this agreement.

## Assumptions

This agreement and the agreement conditions constitute the entire agreement between project investigators and the participant.

The agreement conditions in Attachment A are non-severable.

## **Warranties**

Agreement conditions #12 through #22 imply a warranty on the part of project investigators. A warranty is an assurance by the project investigators to the participant that the conditions are true and will happen. The participant is permitted to rely on this assurance and seek some type of remedy if it is not true or followed.

## **Disclaimers**

Should the grant funding provided by USDA/CSREES # 2006-35102-17261 be withdrawn for whatever reason, then this agreement is null and void. The grant funds are currently held at West Virginia University, and therefore, unlikely to be withdrawn.

## **Limitations on liability**

Should a participant agree to allow project investigators access to Cullers Run from property owned or rented by the participant, the project investigators agree to do their work under the agreement conditions at no cost to the participant, to protect information about any sampling or monitoring location from the general public without the express written permission of the participant, and to repair any damage that might be caused by the project investigator's activities. The project investigators hold the participant harmless for any injuries that might occur as a result of this project. The project investigators agree to remove all monitoring equipment on private property at the end of the project period.

If the participant agrees to allow project investigators private property access to Cullers Run, the participant will allow access as needed to conduct activities described in the monitoring, sampling, and testing plan during the period of the agreement.

## **Confidentiality**

All data or information gathered from surveys conducted by the project investigators will be kept confidential. Only data in an aggregate form and/or summary statistics will be released to the public.

With the exception of Cacapon Institute's long term sampling sites in Cullers Run near Route 259 and in the Lost River at Mathias, the actual water quality and quantity data collected under this project will be released by project investigators only in cases where a request has been filed under the Freedom of Information Act. Such a request must be complied with because project funding is from the federal government.

**Indemnification**

The project will not seek compensation from the participant for water quantity and quality sampling equipment that is lost, stolen, damaged, or destroyed by either vandalism or natural conditions, such as high rainfall events.

Computation of monthly payment as described in conditions #14 through #19 may be altered if environmental conditions or damage to sampling or monitoring equipment result in collection of data that do not reflect actual water quality and/or quantity conditions in either Cullers or Waites Runs. In this event, project investigators will inform “The Group” of a reasonable alternative approach to monthly payment computation.

**Signatures**

\_\_\_\_\_  
Dr. Alan Collins Date

\_\_\_\_\_  
Mr. Neil Gillies Date

\_\_\_\_\_  
Participant listed on Page 1 Date

**Notarization**

## **Attachment A Agreement Conditions**

### **For Participating Farm Owners or Operators:**

1. Criteria for being eligible to participate are ownership or operation of agricultural land in the Cullers Run watershed. Cullers Run watershed boundaries are defined by the project investigators based solely on topography. Project investigators will be responsible for determining eligibility based solely on these criteria.
2. Participation in this project is voluntary and is initiated by signing this agreement. Eligible farm owners or operators can sign up to participate at anytime during the project between April 2007 and March 31, 2008.
3. A participant who has signed the agreement can chose to leave the project at any time with no penalty or further obligation. A participant who decides to cease participation must do so in writing to the project investigators. The final disbursement owned to a participant who leaves the project will be pro-rated based upon their length of participation.
4. The participant will provide their name, address, phone number, and tax identification number to project investigators when signing the agreement.
5. All participants in the project will be known formally as “The Group”.
6. If the participant is not the legal owner but operates on agricultural land in Cullers Run watershed, by signing this agreement, the participant acknowledges that participation in this agreement does not conflict with any written or oral lease and/or use agreement on this agricultural land.
7. Under this project, payments will be made monthly to “The Group”. The size of the monthly payments will be computed by project investigators based on conditions #14 through #19 listed below. “The Group” will be responsible for determining how these monthly payments are allocated among the participants. The allocation rules will be presented to the project investigators by April 30, 2007. The project investigators will use these rules to distribute the monthly payments and be responsible for disbursements. Only participants will be eligible for disbursements of these monthly payments. Allocation rules can be changed, but any changes must be communicated to project investigators in writing.
8. Year one of the project will begin on April 1, 2007 (with the first payment during May 2007) and end on April 30, 2008.
9. A participant can be currently enrolled in state or federal cost-share programs. No individual or farm operation will be excluded from this project based on enrollment in government cost-share programs. Project investigators make no representations as to

how participation in this project may influence eligibility for government cost-share programs.

10. The participant agrees to participate in survey interviews with project investigators to discuss participation choices. Responses to survey questions will not influence monthly payments or allocations. These interviews will be conducted at the discretion of the investigators.

11. Please note the following items serve as guidance rather than requirements:

- A participant is able to select best management practices (BMPs) or other management changes that may impact water quality.
- Signing this agreement does not obligate the participant to undertake any BMPs.
- A participant is not required to implement any BMPs.
- “The Group” should consider how to reallocate monthly payments when eligible farm owners or operators cease or start up participation.

**For Project Investigators: Alan Collins from West Virginia University (WVU) and Neil Gillies from Cacapon Institute (CI):**

12. Participation in this project by project investigators is not voluntary. There are no provisions that permit project investigators to withdraw project funds.

13. Project investigators will provide “The Group” with up to date lists of participants as changes occur.

14. Project investigators will calculate the amount of each monthly payment to “The Group” and distribute this payment among participants based on written allocation rules provided by “The Group”. Payments will be distributed by check from the Cacapon Institute. The amount of the payment will be computed by project investigators based on the payment formula below.

Payment Formula:

$$\text{MonthlyPayment} = \left( \text{volume of water} \right) \times \left( \frac{\text{price}}{\text{unit volume}} \right) \times \left( \text{quality adjustment factor} \right)$$

15. Water volume will be expressed in acre feet (1 acre foot of water is equal to 325,851 gallons). Prices are shown below in Table 1.

Table 1. Water Price Summary

Water Prices			
May through September		October through April	
Cullers Run Stream Discharge (ac-ft)	Dollars per Acre-Foot	Cullers Run Stream Discharge (ac-ft)	Dollars per Acre-Foot
Up to 320	18	Up to 740	8
321-800	8	Over 740	5
Over than 800	5		

16. Disbursements to “The Group” will be capped at \$30,000 during this agreement (year one of the project).

17. In determining a monthly water quality adjustment factor, project investigators will use water quality and quantity data from Cullers Run and Waites Run to compute monthly loads of nitrate-N (in pounds). Waites Run represents a natural (background) level of nitrate-N. Each monthly payment will be computed by project investigators based on monitoring data from Cullers Run and Waites Run in the previous month.

18. The quality adjustment factor is the ratio of nitrate-N load (pounds per month) in Waites Run divided by nitrate-N load (pounds per month) in Cullers Run.

19. All stream sampling, monitoring, and testing will be conducted by project investigators as described in Attachment B. Participants will be allowed to observe any sampling, monitoring, and testing being conducted by project investigators under this plan. Data derived from this plan will be used to compute monthly payments distributed to “The Group”. “The Group” will be informed of any exceptions as discussed under the indemnification clause on page 3.

20. Project investigators will provide financial support for workshops or technical experts to assist in determining the costs and water quality/quantity consequences from agricultural BMPs and other land use management changes that participants can implement. Forecasts of the potential impacts of these changes on monthly payments will be provided to participants.

21. No project-incurred costs, fees or other expenses will be deducted from the monthly payments.

22. Upon request, project investigators will provide a facilitator to support decision-making by “The Group”.

## **Attachment B Stream Sampling, Monitoring, and Testing Plan**

Samples will be collected on a regular schedule of at least twice each month in the study stream (Cullers Run) and the control stream (Waites Run). Additionally, storm samples will be collected four times each year using automated sampling devices. Water samples will be grab samples collected midstream 10-15 cm below the surface when possible. When water levels preclude wading into the river, samples will be collected from shore or bridges using an extension sampler. Parameters will include concentration of nitrate-N in parts per million and stream flow in cubic feet per second. Sampling and laboratory analyses will be conducted as per Cacapon Institute's standard operating procedures.

Water quantity will be assessed by taking flow measurements at the time of sampling. Additionally, a water level sensor will be installed in Cullers Run to allow continuous recording of stream water levels. Every effort will be made to quickly develop a flow calibration curve in conjunction with the stream water level data to allow continuous estimation of stream flows in Cullers Run. Stream flow data from Waites Run will be based on data collected by the U.S. Geological Service.