UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency
100 USDA, Suite 102
Stillwater, OK 74074-2653

OK Notice CRP-554

For: County Offices

CRP Managed Haying and Grazing Provisions

Approved by: State Executive Director

1 Overview

A Background

The 2002 Farm Bill contained provisions for managed haying and grazing of CRP acres. Provisions of managed haying and grazing were issued in handbook 2-CRP (Rev. 4), Part 13. The provisions require State Committee determination for the state's managed haying and grazing provisions.

B Purpose

This notice provides Oklahoma managed haying and grazing provisions for CRP.

2 Managed Haying and Grazing of CRP

A Policy

Handbook 2-CRP (Rev. 4), Part 13, Section 1, provides the policies for managed haying and grazing of CRP. This section shall be referenced to determine eligibility of the acreage and obligations of the participant for those provisions. Reference paragraphs and exhibits are:

Paragraph/Exhibit	Topic
Paragraph 292	Eligible and Ineligible Acres
Paragraph 293	Managed Haying and Grazing Provisions
Paragraph 294	Reduction Rates
Paragraph 295	Compliance
Paragraph 296	Producer Reporting
Exhibit 32	DF-21 Request to Participate in Special Haying and Grazing of CRP Acreage
Exhibit 33	Terms and Conditions for Managed Haying and Grazing of CRP Acreage
Exhibit 34	DF-25 Certification of Participation in Haying and Grazing of CRP Acreage

Disposal Date:	Distribution:
01-01-04	County Offices

3 State Committee Managed Grazing Policies

A General

The following subparagraphs provide supplemental provisions to the general managed grazing provisions as developed by the State Committee for program implementation in Oklahoma.

B Grazing Period

Grazing is allowed during any one consecutive four-month period during the year excluding the May 1 through July 1 nesting season.

Note: The nesting season goes through July 1. The earliest date to begin managed grazing of CRP would be July 2.

C Minimum Residual Height

A minimum residual height of the species of grass(es) must be maintained during the selected grazing period. Maintaining the minimum residual height may shorten the allowable grazing period. Minimum residual heights are according to NRCS technical practice standard 528A, Prescribed Grazing, for continuous use. A chart of the minimum residual grazing heights is contained in Exhibit 1.

D Livestock Removal

Livestock must be removed from the approved CRP managed grazing acreage by the end of the approved grazing period selected by the producer.

Example: Producer elects to manage graze for the four-month period July 2 through November 2. The livestock must be removed by November 2 or a noncompliance condition will exist.

4 State Committee Managed Haying Policies

A General

The following subparagraphs provide supplemental provisions to the general managed haying provisions as developed by the State Committee for program implementation in Oklahoma.

4 State Committee Managed Haying Policies (continued)

B Haying Periods

Producers may manage hay CRP within the following periods. Only **one cutting** of hay is allowed.

Warm Season Grasses: July 2 through August 15

Cool Season Grasses: March 15 through April 30

C Considered Haying

The acreage is considered hayed when the grass forage is placed in a windrow.

D Wildlife Buffer Requirement

Each field selected for managed hay shall retain a 30-foot uncut buffer around the field for wildlife escape cover or there must be approved alternate wildlife escape cover located adjacent to the field. Approved alternate escape cover is an area of perennial vegetation or trees equal to at least the size the 30' buffer would be.

E Hay Removal

Hay must be removed from the field within ten days from the final date to hay the acreage.

F Hay Storage

Hay may not be stored on **any** CRP acreage.

5 County Office Action

A Participant Agreement and CPO Signatures

Handbook 2-CRP (Rev. 4), subparagraph 293B, requires all participants to sign the Exhibit 33 agreement before haying or grazing begins. Contents of the Exhibit 33 agreement, for participants that pay in advance, indicate that all signatures may not be required on Exhibit 33.

County offices shall obtain all participants' signatures on the Exhibit 33 agreement where managed haying and grazing is requested.

5 County Office Action (continued)

A Participant Agreement and CPO Signatures (continued)

The subparagraph also requires a modified conservation plan to include managed haying and grazing. Handbook 2-CRP (Rev. 4), subparagraph 240 B, requires all participants' signatures on a modification to the CPO.

Prior to COC approval of managed haying and grazing for a CRP contract, **all** participants' signatures must be present on the Exhibit 33 agreement and the modified CPO.

B Redelegations of Authority

The COC may redelegate approval of managed haying and grazing agreements to the CED. No further delegation is authorized. This delegation of authority shall be documented according to 2-CRP (Rev. 4), paragraph 35.

C Payment Reductions

Participants that elect managed haying and grazing will have their annual rental payment reduced by 25 percent for the applicable acres. Counties will need to enter the required reduction in the CRP contract software payment activities by "selecting producers for special payment and reduction processing" according to 1-CRP, paragraph 355. Screens for entering the reductions have been updated. The updated screens were provided in the CRP training material behind Tab 15 on pages 24 through 27.

D Deposit Code

Participants may elect to pay the 25 percent reduction rate for managed haying and grazing up front. In these cases, counties shall deposit the money according to 3-FI using the non-automated program code of "XXHAYGRZ". The program year of the contract shall replace the "XX."

E Publicity

The CED shall publicize the CRP managed haying and grazing provisions by all available means. An example news release is provided in Exhibit 2.

F Approval Letter

Only CRP acres, according to handbook 2-CRP (Rev. 4), subparagraph 292 A, may be approved for managed haying and grazing. Participants must be informed that they are

5 County Office Action (continued)

F Approval Letter (continued)

approved or disapproved for managed haying and grazing. A disapproved letter would result when a participant desires to manage hay or graze an ineligible acreage as stipulated in handbook 2-CRP (Rev. 4), subparagraph 292 B.

Approval letters shall be sent to applicable participants after all necessary documents and signatures, according to 2-CRP (Rev. 4) paragraph 293, are received. Additionally, producers shall not be informed they are approved for managed haying and grazing until the actual haying or grazing period begins.

Note: A participant may request to graze CRP on June 17 and provide all necessary information. An approval letter could not be sent until July 2 to approve the July 2 through November 2 requested grazing period.

Approval letters must include the date, the participant's name and address, identify the farm, tract, and CRP contract number. The letter shall also include the participant's obligations. An example approval letter is provided in Exhibit 3.

G Rented/Leased CRP for Managed Haying and Grazing

Provisions of the managed haying and grazing allow a CRP participant to rent or lease the CRP acreage to another person for the haying or grazing. The person that the participant rents or leases the CRP acreage to may not sublease the acreage.

Example: CRP participant A leases the CRP acreage to individual B for managed grazing. Individual B may not subsequently sublease the CRP acreage for grazing to individual C.

The individual the CRP participant has rented or leased the CRP acreage to must provide the county office with a signed statement that he/she will not sublease the CRP acreage. Exhibit 4 provides an example statement that may be utilized for this purpose.

Important: Although a CRP participant may rent or lease the CRP acreage for managed haying and grazing, the actual CRP participant(s) shall sign all documents to allow managed haying and grazing (Ex. 33 agreement, DF-21, DF-25, and CPO). FSA will always hold the CRP participant liable for any noncompliance activities on the contract. Signatures shall not be accepted on these documents by the person the CRP acreage is rented/leased to. These individuals are not authorized to agree to actions on the CRP contract.

5 County Office Action (continued)

G Rented/Leased CRP for Managed Haying and Grazing (continued)

The county office shall inform the individual the CRP acreage was rented/leased to of their approval for managed haying and/or grazing activity. An example approval letter is provided in Exhibit 5. The individual shall not begin any activity on the acreage until the approval letter is received. A copy of the approval letter shall be sent to the CRP participant along with the notice letter in Exhibit 6.

H DF-21 and DF-25 Registers

Participants electing to do managed haying or grazing shall record the information and intended use on the DF-21 and sign. Only one of the CRP participants needs to sign this document. Only one DF-21 register is necessary for the county. Counties shall utilize the register to make spot check selections.

By the final reporting date to report the actual acres, CRP participants shall report the actual acres hayed or grazed on the DF-25 by the final reporting date given the participant. It is suggested at the time of signing the DF-21 that the county place the participant's name on the DF-25, Item 3, and enter the final reporting date for the activity by the name. This will assist the county in sending reporting reminder to participants. Only one DF-25 register is necessary for the county.

There exists the possibility that managed haying and grazing and emergency haying and grazing could occur in the county during the same year. The DF-21 and DF-25 shall have the word "MANAGED" placed in the heading of each form to denote the registers are for managed haying and grazing. The DF-21 and DF-25 forms may be obtained from the FSA intranet.

Important: Only the CRP participant shall sign the DF-21 and DF-25.

I Final Haying/Grazing Reporting Date/Reminder Notification

Participants shall report the actual acres that were managed hayed or grazed within ten days after their specific haying and grazing period has ended.

Participants shall be informed by the county office within 15 days of their final reporting date to report the actual acres that were managed hayed or grazed. An example notification letter is provided in Exhibit 7.

Example: Participant is approved to manage graze between July 2 and November 2. The final reporting date to report the actual acres managed grazed is November 12. County office notification letter to report would be sent on October 29.

5 County Office Action (continued)

J Extensions of Managed Haying and Grazing Periods

The time frames for managed haying and grazing as stipulated in paragraphs 3 and 4 may not be extended.

K Checklist

Exhibit 8 provides a checklist of activities that must be completed prior to approval of a CRP contract for managed haying and grazing. The checklist is developed to assist in the process and may be modified.

L Monthly Report

Counties shall report managed haying and grazing activity the last day of each month beginning in July and ending in April. Separately report the number of contracts and acres that were managed hayed or grazed. The report shall be cumulative.

MINIMUM RESIDUAL GRAZING HEIGHTS IN INCHES

	Average Minimum Height (inches)
Bermuda Grass	3
Big Bluestem	6
Fescue	4
Indiangrass	6
Introduced Bluestems	4
Native mixtures, mixed and tall grasses	4
Native short grass mixtures predominately Buffalo, Blue Grama, and Sideoats Grama	3
Orchardgrass	3
Pubscent Wheatgrass	4
Sideoats, Blue and Hairy Grama	6
Switchgrass	4
Tall Wheatgrass	5
Weeping Lovegrass	5
Western Wheatgrass	4
Alkali Sacaton	6

Managed Haying and Grazing of CRP Available

Producers may elect to manage hay or graze their CRP acres under new provisions of the 2002 Farm Bill. _____ County Executive Director of the _____ County Farm Service Agency (FSA) explained that producers must sign an agreement to hay or graze CRP prior to beginning the activity. The CRP acreage may be either hayed or grazed once every three years under the managed provisions.

In Oklahoma, producers may conduct managed grazing for one four-month consecutive period between July 2 and April 30. A minimum residual height of the grass must remain on the acreage according to specified grass species.

Managed haying may be conducted on warm season grasses between July 2 and August 15 and on cool season grasses between March 15 and April 30. Only one cutting of hay may be taken from the acreage.

_____ stated that the managed hay and graze provisions will benefit producers by providing needed forage and benefit the CRP acreage by maintaining the grass and enhancing plant diversity for wildlife.

Producers will be assessed a 25 percent reduction of their annual CRP rental payment for each acre hayed or grazed. Complete details concerning the managed haying and grazing of CRP can be obtained by contacting the _____ County FSA Office at _____. The _____ County FSA Office is located at _____in _____ and is open from _____ to _____ Monday through Friday.

Managed Haying and Grazing Approval Letters

Managed Haying Approval Letter

Date

Name
Address
City, State

Dear _____:

Your request for managed haying of CRP for _____ acres on Farm _____, Tract _____, Contract _____, has been approved for the period of _____ through _____. A copy of your managed haying agreement is attached.

Haying must be completed on the acreage by __(date)____. If the acreage has been swathed by this date, it will be considered hayed. All hay must be removed by __(ten days after final haying date)___. Hay may not be stored on any CRP acres. Only one cutting of hay is allowed to be removed from the acreage. The hay may be sold. The acreage may not be grazed.

(Insert this paragraph if a buffer will be required. A buffer is not required if adequate wildlife escape cover is not available adjacent to the field). A 30-foot uncut buffer shall remain around each field hayed for wildlife escape cover.

Should any part of the grass cover fail as a result of the managed haying, the cover must be re-established at your expense. (Include if reduction not paid in advance) a payment reduction of 25 percent of the annual rental rate for each acre hayed will be deducted from your next annual rental payment. You must report the number of acres hayed to the _____ County FSA Office by _____ (ten days after final haying date).

Please note that it is important to comply with all the terms of the managed haying of CRP provisions. Should you have any questions concerning these provisions, contact this office for information or clarification. Failure to follow the managed haying provisions will subject the contract and acreage to noncompliance provisions which could result in additional payment reductions or termination of the contract acres in noncompliance.

Sincerely,

County Executive Director

Attachment: Terms and Conditions fro Managed Haying and Grazing of CRP Acreage

Managed Grazing Approval Letter

Date

Name
Address
City, State

Dear _____:

Your request for managed grazing of CRP for _____ acres on Farm _____, Tract _____, Contract _____, has been approved for the period of _____ through _____. A copy of your managed grazing agreement is attached.

Grazing must be completed and the livestock removed by __(final grazing date)____. A minimum residual height of the grass cover must always be present on the grazed acreage. The minimum residual height for grass species is shown in the attached chart, "Minimum Residual Grazing Heights in Inches." The minimum residual height is evaluated on the average height of the grass cover across each field.

Should any part of the grass cover fail as a result of the managed grazing activity, the cover must be re-established at your expense. The acreage may not be hayed. (insert if reduction not paid in advance). A payment reduction of 25 percent of the annual rental rate for each acre grazed will be deducted from your next annual rental payment. You must report the number of acres grazed to the _____ County FSA Office by _____ (ten days following the final grazing date).

Please note that it is important to comply with all the terms of the managed grazing of CRP provisions. Should you have any questions concerning these provisions, contact this office for information or clarification. Failure to follow the managed haying provisions will subject the contract and acreage to noncompliance provisions which could result in additional payment reductions or termination of the contract acres in noncompliance.

Sincerely,

County Executive Director

Attachments: Terms and Conditions fro Managed Haying and Grazing of CRP Acreage
Minimum Residual Grazing Height In Inches Chart

CRP Managed Haying and Grazing
Rented/Leased CRP Acreage Statement

I have rented/leased CRP acreage from _____, contract number _____.

I intend to manage:

hay _____ acres

graze _____ acres

I understand that these acres may not and will not be subleased to another individual or entity.

_____
Signature

_____
Date

Managed Haying Approval Letter for Leased/Rented Land

Date

Name
Address
City, State

Dear _____:

A request to manage hay CRP acres was received from _____ (CRP participant). It is acknowledged that you have rented/leased this acreage and signed a statement that the acreage approved for managed haying may not be subleased.

The request to manage hay CRP contract _____, Farm _____, Tract _____, for _____ acres has been approved for the period of _____ through _____. You may begin the haying activity upon receipt of this letter. A copy of the managed haying agreement is attached.

Haying must be completed on the acreage by __(final date)____. If the acreage has been swathed by this date, it will be considered hayed. All hay must be removed by __(ten days after final haying date)___. Hay may not be stored on any CRP acres. Only one cutting of hay is allowed to be removed from the acreage. The hay may be sold. The acreage may not be grazed. The acres actually hayed must be reported to the _____ County FSA Office by __(ten days after final haying date)___.

(Insert this paragraph if a buffer will be required) A 30-foot uncut buffer shall remain around each field hayed for wildlife escape cover.

Please note that it is important to comply with all the terms of the managed haying of CRP provisions. Should you have any questions concerning these provisions, contact this office for information or clarification. Failure to follow the managed haying provisions will jeopardize the CRP participant and subject the CRP contract to noncompliance provisions. Noncompliance could lead to the CRP participant being assessed a program payment reduction or termination of the contract acres in noncompliance.

Sincerely,

County Executive Director

Attachment: Terms and Conditions fro Managed Haying and Grazing of CRP Acreage

cc: ____(CRP Participant)_____

Managed Grazing Letter for Leased/Rented Land

Date

Name
Address
City, State

Dear _____:

A request to manage graze CRP acres was received from _____ (CRP participant). It is acknowledged that you have rented/leased this acreage and signed a statement that the acreage approved for managed grazing may not be subleased.

The request to manage graze CRP contract _____, Farm _____, Tract _____, for _____ acres has been approved for the period of _____ through _____. You may begin the grazing activity upon receipt of this letter. A copy of the managed grazing agreement is attached.

Grazing must be completed and the livestock removed by __(final date)____. A minimum residual height of the grass cover must always be present on the grazed acreage. The minimum residual height for grass species is shown in the attached chart, "Minimum Residual Grazing Heights in Inches." The minimum residual height is evaluated on the average height of the grass cover across each field. The acreage may not be hayed. The acreage actually grazed must be reported to the _____ County FSA Office by the CRP participant by _____(date)_____(ten days following the final grazing date).

Please note that it is important to comply with the terms and conditions of the managed grazing of CRP provisions. Should you have any questions concerning these provisions, contact this office for information or clarification. Failure to follow the managed grazing provisions will jeopardize the CR participant and subject the CRP contract to noncompliance provisions. Noncompliance provisions could lead to the CRP participant being assessed a program payment reduction or termination of the contract acres in noncompliance.

Sincerely,

County Executive Director

Attachments: Terms and Conditions fro Managed Haying and Grazing of CRP Acreage
Minimum Residual Grazing Heights In Inches Chart

cc: ____(CRP Participant)_____

6-6-03

CRP Participant Letter That Has Leased/Rented

Date

Name
Address
City, State

Dear _____:

Please find attached the approval letter to _____who has leased your CRP acreage on Contract _____ for managed _____. Additionally, a copy of the CRP Managed Haying and Grazing Agreement has been attached.

Although you have rented/leased the CRP acreage for managed _____, as a program participant, you remain responsible for all contract activities, particularly, noncompliance issues and maintaining the grass cover. Should the managed _____ activity result in a noncompliance condition with the program provisions, you may be assessed a payment reduction or the acres in noncompliance may be terminated.

(If the 25% payment reduction ha snot bee paid, include the following.) Your next CRP annual rental payment will be reduced by 25 percent of the annual rental rate for the acres that were managed _____.

Should any part of the grass cover fail as a result of the managed grazing activity, the cover must be re-established at your expense.

You must report to the _____ County FSA Office by _____(date)____ the actual number of acres managed _____. This activity cannot be completed by the individual the land was leased/rented to.

If you have any questions concerning the managed _____ provisions, please contact this office for clarification.

Sincerely,

County Executive Director

Attachments: Terms and Conditions fro Managed Haying and Grazing of CRP Acreage
Minimum Residual Grazing Heights In Inches
Lessee Letter

CRP Managed Haying and Grazing Report Reminder Notice

REMINDER

Date

Name
Address
City/State

Dear _____,

Our records indicate you elected to manage _____ on _____ acres of CRP contract number _____. The final date to manage _____ these acres is _____(date)_____. Therefore, you must report the actual acres that were managed _____ by _____ (date – ten days following final date participant is allowed to manage hay or graze.)

Please disregard this notice if you have already completed this report. Failure to report by this date may subject the contract to noncompliance provisions.

Sincerely,

County Executive Director

Managed Haying and Grazing Checklist

Completed	Activity
	Acres eligibility 2-CRP (Rev. 4), subparagraph 292 A & B
	Acres identified on aerial photograph
	Managed haying and grazing provisions explained 2-CRP (Rev. 4) par. 293 and Ex. 33: - 25% payment reduction/acres hayed or grazed - cannot hay and graze same acreage - allowed time from/to graze (four consecutive months) - allowed time from/to hay (cool season-warm season) - hay is limited to one cutting - hay may be sold - re-establish cover if fails as a result of managed haying or grazing - non-compliance provisions
	Intended use recorded on DF-21 with participant signature
	Managed haying and grazing agreement completed and signed by all participants
	Modified conservation plan received with all participants' signatures
	Signed statement from person CRP acreage rented/leased to that acreage will not be subleased, if applicable
	Managed hay or graze cannot occur until notified in writing of approval.
	Activities to complete after participant elect to manage hay or graze.
	Approval letter sent with attachments (Agreement – minimum stubble height chart)
	Spot checks
	Payment reduction entered in automated system or deposit completed if payment made up front
	Reminder letter of the final date to report acres actually hayed or grazed
	Participant's signature on the DF-25 reporting actual acres hayed or grazed.