

# Example Plan of Operations

For  
Cooperative Agriculture Agreement  
By and Between  
The U.S. Fish and Wildlife Service  
Pocosin Lakes NWR  
&  
*Cooperator Name*

## I. PURPOSE

The purpose of this Plan of Operations is to outline the terms and conditions of the Cooperative Agriculture Agreement (CAA) by and between the United States Department of Interior, Fish and Wildlife Service (Service), Pocosin Lakes National Wildlife Refuge (Refuge) and *Name* (Cooperator or Permittee). This Plan of Operations, including Annual Work Plan (Appendix A), in conjunction with Approved Permit #42535-2025-XXC is the Cooperator's authorization for access and use of lands and resources on Pocosin Lakes National Wildlife Refuge (NWR).

Under the CAA, the Cooperator will have the exclusive rights to produce agricultural crops in the *North Lake and D-Canal Impoundment Areas* on approximately *434 acres* in exchange for a percentage of the planted acreage being left unharvested and available to meet resource management goals. The percentage of refuge crop share will be *X%*, with an additional *X%* of total farmed acreage to be planted in winter wheat for waterfowl browse. This is one of *four* separate cooperative agricultural agreements that operate independently of each other and collectively allow the Refuge to reach its annual goals for wildlife management.

## II. BACKGROUND

Pocosin Lakes NWR was established in 1990 "...for use as an inviolate sanctuary, or for any other management purpose, for migratory birds..." (16 U.S.C. Sec. 715d, Migratory Bird Conservation Act of 1929); "...for the conservation of the wetlands of the Nation in order to maintain the public benefits they provide and to help fulfill international obligations contained in various migratory bird treaties and conventions..." (16 U.S.C. Sec 3901 (b) 100 Stat. 3583, Emergency Wetland Resources Act of 1986); "...for the development, advancement, management, conservation, and protection of fish and wildlife resources..." (16 U.S.C. Sec 742f(a)(4), Fish and Wildlife Act of 1956); and "...for the benefit of the United States Fish and Wildlife Service in performing its activities and services. Such acceptance may be subject to the terms of any restriction or affirmative covenant or condition of servitude..." (16 U.S.C. Sec 742f(a)(4), Fish and Wildlife Act of 1956).

The Comprehensive Conservation Plan for the Refuge was completed in 2007 to outline specific goals and objectives, including the support of the North American Waterfowl Management Plan (NAWMP). The Service has further stepped down the continental waterfowl population goals from NAWMP to the refuge level. To generate waterfowl energy day (WED) objectives, energetic carrying capacity is indexed by a generic WED which represents the approximate

equivalent of the average energy requirements of a single dabbling duck/goose or swan for one day during the non-breeding period (i.e., 300 kilocalories/day). Under the step-down objectives, Pocosin Lakes NWR has an objective of supplying 7.3 million WEDs annually. Cooperative agriculture will assist the Refuge in meeting its waterfowl management objectives, which would otherwise not be reasonable through mimicking natural ecosystem processes or functions. The Service has determined that cooperative agriculture is an appropriate, compatible and necessary use of the Refuge to meet this objective.

Production under this CAA is for the primary benefit of wildlife and secondary benefit of the Cooperator. Restrictions and limitations are in-place to ensure this management activity is beneficial to wildlife. By signing the Special Use Permit and this Plan of Operations, the cooperator accepts the on-the-ground conditions for the Area he/she is selected for (see Section IX). The Refuge is open to allowing improvements a cooperator would like to make, but improvements must meet Service and Refuge policies and follow Service requirements for approval before they can be made. Refuge ability to help will be dependent on funding and available resources.

### **III. AUTHORITIES**

- National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act, 16 U.S.C. § 668dd(a)(2)
- National Wildlife Refuge System Improvement Act of 1997, Public Law 105-57
- Refuge Recreation Act of 1952, 16 U.S.C. §460k-1,2,4
- Emergency Wetland Resources Act of 1986, 16 U.S.C. §3901(b) 100 Stat. 1583
- Migratory Bird Conservation Act of 1929, 16 U.S.C. § 715i
- Endangered Species Act of 1973, 16 U.S.C. § 21531 – 1544
- Fish and Wildlife Act of 1956, 16 U.S.C. 742f
- Federal Grant and Cooperative Agreement Act, 31 U.S.C. 6301–08
- 505 Departmental Manual (DM) 2, Procurement Contracts, Grant and Cooperative Agreements
- National Wildlife Refuge System Regulations, Economic Uses and Cooperative Land Management (50 CFR 29.1-2 (1960))
- Service Manual, 620 FW 2, Cooperative Agriculture Use

### **IV. AREAS INCLUDED IN THIS AGREEMENT**

During the term of this CAA, the selected Cooperator shall have exclusive rights to produce agricultural crops in the *North Lake and D-Canal Impoundment Areas* as described in the 2025 Pocosin Lakes NWR Notice of Agricultural Opportunity. Prior to each year's planting season, the Refuge may exclude additional farm fields to allow management actions to take place during the growing season. This will be detailed in the Annual Work Plan (AWP, Appendix A) attached hereto and incorporated. However, wildlife are unpredictable and unplanned management actions may arise during the year. The Refuge will work with the cooperator to minimize impacts to previously approved farming activities.

## V. OBLIGATIONS OF THE COOPERATOR

- A. **Habitat Management Objectives:** Providing high quality habitat for wildlife, especially migratory waterfowl, is the primary purpose for all farming on the Refuge. The Cooperator shall provide the necessary supplies, equipment and expertise to successfully grow crops/provide high quality habitat according to the Work Plan. The Cooperator shall provide the Refuge input on water manipulation for producing the best crop yields for harvested and unharvested crops.
- B. **Expected Wildlife Benefit:** All management projects conducted will have direct benefits to fish and wildlife on the Refuge. These benefits will continue to be documented and monitored by the Service. Benefits anticipated as a result of this agreement include providing forage for migrating waterfowl and resident wildlife, including endangered species.
- C. **Personnel:** Only personnel associated with the farming operation are authorized beyond locked gates. When gates are designated to be closed (see Restrictions below), the Cooperator will ensure gates are kept closed or marked with obvious signage to prohibit unauthorized public entry. Keys to locked gates shall not be duplicated, and all keys will be returned when the Cooperator no longer has a valid CAA.  
# keys issued: \_\_\_\_ date issued: \_\_\_\_\_ Cooperator initials: \_\_\_\_
- D. **Restrictions:** Pesticides must be approved through the Service's Pesticide Use Proposal (PUP) System. PUP approval is an annual, multi-step process that takes time. To the best of their ability, the cooperator must anticipate all pesticide needs and submit a list of pesticides to be used in the coming year. A Cooperator shall not apply any pesticide to Refuge land until authorized to do so. A Cooperator will use Integrated Pest Management practices when practical and will work to reduce overall chemical usage. Pesticides shall be applied only by or under the direct supervision of a certified pesticide applicator. Applications will follow the label and/or the Best Management Practices given in the yearly list of approved pesticides, whichever is more restrictive.

The cooperator shall abide by all Refuge regulations ([tearsheet](#)) and all conditions and requirements included in the Special Use Permit (SUP), this Plan of Operations and AWP. All farm units are multi-use areas that are open to the public, including hunting and fishing, for at least part of the year. See the Refuge Hunting Regulations ([hunt regs](#)) for more information. The Refuge may also issue Special Use Permits (SUPs) to allow research or public use activities in an area. A Cooperator may not interfere with any authorized public use or holder of SUPs. If permit holder activities are conflicting with farming activities, the Cooperator should reach out to the Refuge Point of Contact (POC) to resolve the conflict as soon as possible.

- E. **Planting Regime:** Cooperator shall furnish the seed, fertilizer, lime, labor, materials, and equipment, and bear all expenses incident to the seeding, planting, cultivating, and harvesting of all crops, unless otherwise specified in Special Conditions. Cooperator shall

not mow, disk, spray or plant on the Refuge until execution of the agreement and as outlined in the conditions of the agreement.

Under current Service and Refuge policy, the cooperator may plant Genetically Engineered Crops (GECs) as described under Special Conditions. The AWP will include target planting and harvest dates worked out with the cooperator based on anticipated crop varieties to be planted. Harvest must be completed by November 1 each year. Cooperator shall plant only crops and acreage approved by the Refuge in the AWP.

All acres for the Refuge crop share (rent acres) shall be treated as if the cooperator would be commercially harvesting those acres. This will include pest management, fertilizer, and other farming practices the cooperator is using on his/her crop shares. Termination of the CAA will be considered if the cooperator does not attempt to produce a viable crop on rent acres.

- F. **Conservation Practices:** Cooperator shall use such conservation farming practices recommended by the North Carolina Agricultural Extension Service and Natural Resources Conservation Service as they pertain to land use and the culture of the various crops being grown on the Refuge. The Refuge encourages the adoption of conservation practices that would reduce pesticide use, loss of vegetative cover for prolonged periods, soil loss and impaction, and greenhouse gases. Conservation practices will be approved by the Refuge during the development of the AWP to avoid conflicts with other management actions, research, or public use activities.
- G. **Ditch Maintenance:** The Cooperator will be responsible for maintenance of all v-ditches to facilitate getting water out of the fields. The Cooperator may clean ditches and will be responsible for vegetation control within the ditch system. Herbicides may be used to control unwanted vegetation; however, herbicides must be labeled for aquatic use and approved by the Refuge prior to application. Usage will be reported as with any other chemicals used. Refuge staff will work with the Cooperator to control invasive species in the v-ditches such as alligatorweed and Phragmites.

The Cooperator will be allowed to manage v-ditches from September 1 until March 15 and should factor in impoundment flooding when planning for ditch maintenance.

- H. **Damages:** The cooperator is responsible for all repairs identified by the Service for damages resulting from the operations herein permitted, and shall repair all damages to equipment, gates, roads, trails, ditches, and other improvements caused by the cooperator or his/her agents.

The cooperator will take appropriate preventive measures to ensure that any spill of oil or gas products does not enter any stream or other waters and will report any such spill to the Refuge POC as soon as possible. The cooperator is responsible for cleanup costs associated with any spills.

- I. **Shared Roles:** There are no shared roles such as moist soil management, pulling boards, wildlife damage management, etc.

- J. **Crop Yield Information:** The Cooperator and Refuge shall agree on the seed variety to be planted during development of the AWP. The Cooperator shall share crop yield data and grain production information by Area (i.e., North Lakes) at the end of the harvest season to determine poundage of grain produced/acre. This data will allow the Refuge to determine if the CAA is meeting Refuge objectives for WEDs.
- K. Reference General Conditions and Requirements from SUP FWS Form 3-1383-C and in Section IX of this Plan Special Conditions in AWP.

## **VI. OBLIGATIONS OF THE SERVICE**

- A. Provide access to the field areas during production and harvest seasons, and any other areas agreed to in writing by the Refuge POC and the Cooperator, as further described in and outlined in the Annual Work Plan, Special Conditions, General Conditions, and Special Use Permit.
- B. Will not hold Cooperator liable for crop loss or failure to meet share or in-kind obligations due to natural disaster. Natural disasters include flooding, hail, and hurricanes.
- C. Maintain Refuge roads, dikes, canals and water control structures within the farming units. This includes control of invasive species in coordination with the Cooperator so as not to impede farming operations.
- D. Reference General Conditions and Requirements from SUP FWS Form 3-1383-C and in Section IX of this Plan Special Conditions in AWP.

## **VII. COORDINATION BETWEEN THE SERVICE AND THE COOPERATOR**

### **A. Notification**

- 1. The Service will give the Cooperator 1 week notice of any planned special public use or Refuge maintenance activities that may interfere with agricultural production. The Service will give the Cooperator as much notice as possible regarding emergency closures.
- 2. The Refuge is open during daylight hours only. The Cooperator will notify and gain permission from the Service for any access on the Refuge that will occur outside normal hours the Refuge is open.
- 3. The Cooperator will notify the Refuge POC 24-hours prior to any pesticide application with location and crop(s) to be treated, pesticide(s) to be applied, and the Restricted Entry Interval (REI) if applicable.

4. The Cooperator must post signs giving Service employees and the public notice regarding REI as appropriate for the pesticides being applied. Failure to do so will result in revocation of the CAA
5. Final locations of Refuge crop shares designated by unit will be determined by Refuge POC at least 2 weeks prior to harvest with adequate notice from the cooperator. The Cooperator will notify the Refuge POC a minimum of 3-days prior to initial harvest of each type of crop to be harvested that season.
6. The Cooperator will notify the Service immediately of any incidents that may affect the health and safety of any person or wildlife, including aerial application of a pesticide.

#### **B. Regular Communication**

The Refuge and the Cooperator will communicate on a regular basis to ensure that the terms and conditions of the CAA are being met. When an issue arises during farming activities, the cooperator should always attempt to contact the Refuge POC first to maintain that continuity of communication. The Refuge POC may then opt to have the cooperator communicate directly with other Service staff (biologist, maintenance, etc.) to avoid complications of third-party communication. Contact information for the cooperator and Refuge POC will be included in the AWP.

#### **C. Annual Work Plan**

1. The Refuge POC shall prepare an Annual Work Plan with input from the Cooperator. The Refuge POC will directly oversee the implementation of the Plan with which the Cooperator shall comply.
2. The AWP shall include a description of the Refuge share, either as designated fields and crops or as acres of the farmer's crop by general area. Exact fields for Refuge share would be decided prior to harvest. A map will be included in the AWP.
3. The Refuge POC and the Cooperator will develop the AWP for year one as soon as possible after the CAA is signed, and by December 1 for the following years.
4. The Cooperator may not conduct any agricultural practice or work activities until the AWP has been signed by the Refuge POC and the Cooperator.

### **VIII. ACCESS & STORAGE**

- A. Public use of farm units, including restrictions on vehicle access, is described in the General Refuge Regulations ([tearsheet](#)) and Hunting Regulations ([hunt regs](#)) documents. When vehicular access to the public is restricted, the Cooperator must keep gates closed to prevent unauthorized entry.

- B. Hunting: The Pungo Unit is open to deer and feral hog hunting only during September, October and November in accordance with state and Refuge regulations.
- C. Access provided to the Cooperator may be limited as deemed necessary for wildlife management or public safety reasons by the Refuge Manager. The Cooperator will be notified by the Refuge POC who will work with the Cooperator to limit impacts to farming operations to the degree possible.
- D. The Cooperator may be allowed to store farm equipment and supplies used to farm the Refuge in designated storage areas as agreed upon in the AWP. Designated storage areas will be maintained in a clean and orderly condition. If fuel is stored overnight, spill equipment must be present. Surplus, non-operational, or salvaged equipment should not be stored on the Refuge and will be immediately removed. All trash, including seed bags, pallets, oil cans, etc., will be removed from the Refuge and properly disposed of. Storage areas are subject to inspection by Refuge staff.
- E. Reference General Conditions and Requirements from SUP FWS Form 3-1383-C and in Section IX of this Plan Special Conditions in AWP.

## IX. GENERAL TERMS AND CONDITIONS

In addition, the General Conditions and Requirements outlined in the approved Special Use Permit #42535-2025-XXC, the following apply:

- A. **Conditions of Permit not Fulfilled:** If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service has the right to terminate or cancel the permit for the breach of any specified condition or requirement.
- B. **Assignment:** The rights and obligations of the Cooperator set forth in this CCA to carry out particular requirements of the CAA may be assigned, in part, by the Cooperator to a third party. This would include such responsibilities as crop scouting, aerial application of pesticides, and soil testing. Third parties will be held to the same notification requirements as the Cooperator and should contact the Refuge POC directly or through the cooperator. The Cooperator will be held ultimately responsible for insuring all conditions of this CAA are met in full.
- C. **Renewal Policy:** Within two months of end of the CAA, the Service will review the cooperative agricultural opportunity. If the Service decides CAAs are still necessary for meeting refuge management objectives, the Service must publish a notice and award the CAA again using the competitive process described in Service Policy (620 FW 2.11). The Cooperator should not expect renewal and will need to rebid when a Notice of Agricultural Opportunity is released. The Service may award a new CAA with overlapping dates, but only to allow for the planning and purchase of seed and other materials and submission of Pesticide Use Proposals; no on the ground farming activities will overlap between CAAs.

- D. **Use Precedent:** This CAA does not imply or establish a use precedent. Future use of Refuge lands will be based upon the most satisfactory use of the land for wildlife benefits, Cooperator's performance, ability to meet the selection criteria outlined in any notice of cooperative agricultural opportunity, habitat management needs and administrative needs.

## **X. PERIOD OF PERFORMANCE**

The CAA shall become effective upon being executed by both parties and shall continue for approximately five years until November 30, 2030.

Either party may terminate its participation in this CAA upon 45 days written notice to the other party. Upon default or breach of this CAA by either party, the other party may immediately terminate all or part of this CAA by written notice to the other party.

## **XI. FUNDING INFORMATION**

The Service will not provide any funds to the Cooperator to fulfill the terms of this CAA nor will the Service receive any funds from the Cooperator. The CAA is a share program for the benefit of wildlife. In-kind services determined under the AWP may result in an adjustment of rent share, but there will be no exchange of funds between parties.

## **XII. REPORTING REQUIREMENTS**

The Service and Cooperator will provide mutual support and communication necessary to accomplish specific management projects and objectives described in the AWP. This will include providing a FSA-578 Report of Commodities, crop yield information, soil test results, and pesticide usage information.

## **XIII. MODIFICATION PROCEDURES**

Modifications to this Plan of Operations shall be made by amendment in writing, with mutual consent of Cooperator and Service. The Service or the Cooperator may initiate an amendment to this CAA to ensure the Refuge meets its resource management objectives or to ensure that the Cooperator is attaining incentives for engaging in cooperative agriculture on NWR lands. These amendments must be mutually agreeable to both parties and within the scope of the existing CAA.

Since this CAA is for more than one year, conditions may be altered annually as part of the Annual Work Plan, including but not limited to acreage, herbicide use, etc., which is attached to and becomes part of the CAA. A meeting will be held between the Service and the cooperator to determine agricultural operations on the Refuge for the coming calendar year and develop the AWP to be finalized by December 1. If the AWP is not accepted by both parties, the CAA will be terminated, and the selection process will begin again.

#### **XIV. PROVISIONS**

The address and contact person for each party shall be as set forth below:

Kelley Van Druten, Refuge Point of Contact  
Coastal North Carolina NWRs Complex  
PO Box 1969  
Manteo, NC 27954  
(252) 475-0172  
[kelley\\_vandruten@fws.gov](mailto:kelley_vandruten@fws.gov)

*Name*  
*Company*  
*Address*  
*City, State zip code*  
*phone number*  
*email*

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agricultural Agreement.

U.S. Fish and Wildlife Service:  
Sarah Toner, Acting Refuge Manager

Cooperator:  
*Name*

By: \_\_\_\_\_

By : \_\_\_\_\_

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

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

DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

**2026 ANNUAL WORK PLAN**  
COOPERATIVE AGRICULTURAL AGREEMENT #42535-2025-XXC

<b>Cooperator's Name:</b>			<b>Address:</b>		
<b>Period of Use:</b> <i>December 22, 2025 to November 30, 2026</i>			<b>Refuge Name and Location:</b> Pocosin Lakes NWR, Columbia, NC		
The U.S. Fish and Wildlife Service, for and inconsideration of the mutual benefits arising hereunder, grants to the Cooperator named above, privileges of using lands of the National Wildlife Refuge System indicated above, for the cultivations, productions, and/or harvesting of agricultural crop, on a share basis as specified below:					
Farm Unit	Field(s)	Crop or Crop Group	Farmed Acres	Cooperator's Share (ac)	Gov't's Share (ac) Unharvested
North Lake	1-9	Corn	175.4	139.11	36.29
	10-18	Soybean	158.99	158.99	0
D-Canal I.	1-3	Corn	50.46	0	50.46
	4-6	Soybean	48.9	48.9	0
		Total	<b>433.75</b>	<b>347</b>	<b>86.75</b>
Soybeans= 225.86		corn= 207.89		rice= 0	Winter wheat = 21.69

20% share =	86.75 acres
Gov't. share shown in table =	86.75 acres
Farmer's share shown in table =	347.0 acres
Total acres farmed =	433.75 acres

1. The Cooperator agrees that agricultural crops of the type and acreage specified above must be planted, cultivated, and harvested (Cooperator's share) during the specified year of operation. Refuge shares of corn will be the acres indicated in each unit, but exact fields may change to prior to harvest to equitably distribute wildlife depredation between refuge and farmer.
2. Changes in the AWP must be made prior to planting season. Document changes will be dated and initialed by both parties.
3. All General Conditions from the Special Use Permit and Plan of Operations as well as Special Conditions on the attached sheets are in effect.

## 2026 SPECIAL CONDITIONS

1. The Cooperator will inform the Refuge POC of specific seed types and seed treatments to be used **prior to planting**. See Table 1.
2. **Harvesting operations should be completed by November 1.** Refuge share of the crop will be left in the field with locations to be determined by Refuge POC at least 2 weeks prior to harvest with adequate notice from the Cooperator. The Cooperator will notify the Refuge POC a minimum of 3-days prior to initial harvest of each type of crop to be harvested that season. In the case of alternate crops for refuge share (i.e., rice for soybeans), the shares will be determined at the time of planting. If the government has indicated in the agreement that part of its share of the crop will be harvested, the cooperator will harvest and put the shares in the refuge storage bin at cooperator expense. The cooperator will provide the Refuge POC a crop yield report for every harvested crop to better enable the refuge to manage the Farm Units.
3. FSA will provide the Refuge POC a Report of Commodities so that the certification can be signed and dated by both the Refuge and the Cooperator and submitted to FSA prior to the crop certification deadline. Reporting of Commodities, as verified with FSA, will serve as the official report for acres planted, planting dates, crop type, and share distributions.
4. The Cooperator will participate in FSA programs to extent possible to protect crop bases. Final certification and submission to FSA will be by the Refuge POC.
5. Land alterations including but not limited to ditching, land leveling, filling, clearing, and mowing will be done only upon approval of the Refuge POC.
6. The Cooperator will clean interior field v-ditches and mow interior slopes of collector canals as necessary to maintain adequate water flow. Cooperator is responsible for ditches accessible from a farm field. The cooperator will be allowed to manage v-ditches from September 1 until March 15 and should factor in impoundment flooding when planning for ditch maintenance
7. To meet wildlife objectives, crops for refuge share should be treated as a commercial crop and receive similar treatments (e.g., pesticides, tillage, fertilizer, etc.) as the Cooperator's share to produce a good yield. The Cooperator will arrange soil testing on all fields at a minimum once every three years to increase farm efficiency and conservation. Fields to be tested will be noted in Table 3. A copy of soil test results must be provided to the Refuge POC.
8. Cooperator will make efforts to reduce the use of chemicals (pesticides, herbicides, insecticides, fungicides, etc.) through alternative non-chemical pest control techniques. Only approved pesticides may be used on crops or present on refuge lands. A list of all approved pesticides will be provided by email and attached to the CAA. Approved post-emergence chemicals will only be used after crop scouting results indicate that pest density is at, or beyond, the economic threshold level. Chemical application on any other vegetation is prohibited unless agreed upon by the Refuge POC. ALL pesticide use must be reported. The

following pesticide application instructions will be adhered to:

- a. **NO** pesticide will be used without prior approval from the Refuge POC.
  - b. Refuge staff must submit for approval a Pesticide Use Proposal (PUP) for every chemical the cooperator anticipates using on refuge lands. PUPs are applied for by trade name, not chemical. Complete information to prepare PUPs for the 2026 crop year is needed by **December 27, 2026**. If chemicals are asked for later in the year, workload may preclude being able to get a PUP approved. **Ask for it now.**
  - c. Refuge staff will provide the Cooperator with a list of pesticides that can be used on the refuge and Best Management Practices (BMPs) that must be followed under the approved PUP.
  - d. The label is the law. The Cooperator must follow the pesticide label, or the BMPs set under the approved PUP if the PUP BMPs are more restrictive.
  - e. **All** seed treatments are required to be entered into the PUP System and sent in for review.
  - f. The Cooperator shall contact the Refuge POC before pesticides are applied. Contact may be made by phone, text or email. Notification should be given 24-hrs before but at a minimum, the night before an application is planned. Include pesticide(s) to be applied, location and crops for application, method and REI if applicable.
  - g. All pesticide containers will be cleaned and disposed of according to EPA regulations.
  - h. The Cooperator will keep accurate records of pesticide applications and furnish a copy to the Refuge POC by **November 15, 2026**.
9. Cooperator will abide by all appropriate State and Federal regulations pertaining to storage, use, and disposal of hazardous materials (oils, solvents, pesticides, etc.). The Cooperator will immediately notify Refuge POC in event of any accidental hazardous materials release and take appropriate measures to contain the release.
  10. No fall disking of cropland is allowed without prior approval from Refuge POC. Any acreage disked in the fall will require a winter cover crop.
  11. All Refuge crop share and Cooperator harvested fields will be left standing and not manipulated in any way, unless specifically directed to do so by Refuge POC.
  12. Firearms may be discharged only by persons engaged in public hunting and will not be used as a scare device. All Refuge hunting regulations will be followed.
  13. No burning of any kind is allowed on the Refuge by the Cooperator.
  14. The Cooperator will leave all refuge boundary and informational signs in existing locations. Any signs moved or destroyed as a result of the Cooperator's operations shall be replaced by the Cooperator and at the Cooperator's expense.
  15. When vehicular access to the public is restricted, the Cooperator must keep gates closed to prevent unauthorized entry. The Refuge has traffic cones with signs that the Cooperator may place at gates that need to remain open to facilitate harvest or other farming operations.

16. The Refuge staff will conduct several site inspections of the farm fields throughout the year to assure compliance.
17. Manure/composting materials **may not** be used on the refuge until the Refuge Manager and Cooperator agree to a suitable testing process, to be paid for by the Cooperator.
18. In-kind services agreed to by the Cooperator for 2026 are listed in the table below. The Refuge POC will document in the table when services are completed. Any additional in-kind services that might develop over the course of the year will be added to the table and initialed by both the Cooperator and Refuge POC. Cooperator will be given a copy of the table for his/her records at the end of the year.

**Table 1.** Seed Varieties and Treatments

Seed Type	Seed Varitiei	Seed Treatments	
Corn		Bio Proven 40	

**Table 2.** In-kind Services

Type	Location	Rate	Date Completed

**Table 3.** Soil Testing

Unit	Fields	Date Tested

By signing below, you understand agree to follow all conditions of the CAA.

\_\_\_\_\_  
Cooperator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Refuge Manager

\_\_\_\_\_  
Date