

Example Plan of Operations

For
Cooperative Agriculture Agreement
By and Between
The U.S. Fish and Wildlife Service
Alligator River 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), Alligator River National Wildlife Refuge (Refuge) and *Name* (cooperator or permittee). This Plan of Operations [including Fueling Procedures for Refuge Pump Stations (Appendix A) and Annual Work Plan (Appendix B)], in conjunction with approved Special Use Permit #43610-2025-XXC, is considered the CAA and is the cooperator's authorization for access and use of lands and resources on Alligator River National Wildlife Refuge (NWR).

Under the CAA, the cooperator will have the exclusive rights to produce agricultural crops in *Area One* on approximately *X 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%*. This is one of *three* separate CAAs that operate independently of each other and collectively allow the Refuge to reach its annual goals for wildlife management.

II. BACKGROUND

Alligator River NWR was established in 1984 “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” and deemed “suitable for (1) incidental fish and wildlife-oriented recreation development, (2) the protection of natural resources, (3) the conservation of endangered species or threatened species.” Establishing and acquisition authorities include 16 U.S.C. § 742f(a)(4) (Fish and Wildlife Act of 1956), 16 U.S.C. § 460k-1 (Refuge Recreation Act of 1952), 16 U.S.C. § 668dd(a)(2) (National Wildlife Refuge System Administration Act of 1966), and 16 U.S.C. § 3901(b) 100 Stat. 1583 (Emergency Wetland Resources Act of 1986).

The Comprehensive Conservation Plan for the Refuge was completed in 2009 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,

Alligator River NWR has an objective of supplying 6.3 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 cooperator shall have exclusive rights to produce agricultural crops in *Area 1* as described in the 2025 Alligator River NWR Notice of Cooperative Agricultural Opportunity. Prior to each year's planting season, the Refuge may exclude certain farm fields or filter strips from the cooperator to allow management actions to take place during the growing season. This will be detailed in the Annual Work Plan (AWP, Appendix B) 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 as much as possible 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 AWP. 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 because of this agreement include providing forage for migrating waterfowl and resident wildlife. Unharvested crops provide high calorie foods for wintering waterfowl in support of NAWMP while filter strips provide habitat for small game, a prey base for endangered red wolves.
- C. **Personnel:** The cooperator shall abide by all Refuge regulations ([tearsheet](#)) and all conditions and requirements included in the Special Use Permit, this Plan of Operations, and AWP. Only personnel associated with farming operations 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:** The cooperator shall abide by all Refuge regulations ([tearsheet](#)) and conditions included in this Plan of Operations and in AWP. All farming units are multi-use areas that are open to the public, including hunting, 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 holders 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.

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 in the Fall 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.

- E. **Planting Regime:** The 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 under Special Conditions. The cooperator shall not mow, disk, spray or plant on the Refuge until the AWP is signed.

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, filter strip maintenance, 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. **Filter Strips:** The cooperator will be responsible for maintaining a 75-ft filter strip along all lateral, interior v-ditches and collector (main) canals in all fields outside of impoundments. This creates a u-shaped area of vegetation around a field. To promote early successional habitat and control woody vegetation, the cooperator will manipulate filter strips on a two-year rotation. Each filter strip (u-shaped area) will alternate between mowing or disking and rest as designated in the AWP. The Refuge may elect to use prescribed fire to manage a filter strip during a year it is up for manipulation. Refuge staff will work with the cooperator to control invasive species, such as Phragmites, and adapt management strategies if Refuge objectives are not being met in the filter strips.

Cooperator will be allowed to manage filter strips from September 15 – March 15.

- H. **Ditch Maintenance:** The cooperator will be responsible for maintenance of v-ditches to facilitate getting water out of the fields. The cooperator should clean ditches as needed and will be responsible for vegetation control within the v-ditch system. To provide maximum cover in the filter strips, v-ditches should be maintained only from the filter strip that is being manipulated that year. 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.

- I. **Pumping:** The *Laurel Bay Pump Station* is used to manage water for all three Areas. The cooperator will be responsible for diesel fuel costs associated with operating this pump station with acres divided among interests based on a percentage of the number of acres to be pumped per interest. A complete description of the fueling procedures are described in Appendix A. As a cooperator farming on Alligator River NWR, you agree to the fueling procedures as outlined in Appendix A and agree to establish and maintain an account with Southeastern Fuels for the duration of the CAA.
- J. **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.

- K. **Shared Roles:** There are no shared roles, such as moist soil management, pulling boards, operating pumps, wildlife damage management, etc.
- L. **Crop Yield Information:** The cooperator and Refuge shall agree on the seed variety to be planted during development of the AWP. The cooperator will share crop yield data and grain production information by crop unit (i.e., Hook Impoundment) 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.
- M. Reference General Conditions and Requirements from SUP FWS Form 3-1383-C and in Section IX of this Plan, and 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. Refuge staff will call Southeastern Fuels and request fuel be delivered to the appropriate pump station at the needed time and will email cooperators when fuel has been ordered. A complete description of the fueling procedures is described in Appendix C. Refuge

pumping costs include purchase of pumping equipment, staff time and salary for operation of pumps, annual and general maintenance, and repair costs of pump station equipment. Any pump set up to flood an impoundment will be solely the responsibility of the Refuge.

- D. Maintain Refuge roads, dikes, main 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.
- E. Reference General Conditions and Requirements from SUP FWS Form 3-1383-C and in Section IX of this Plan, and Special Conditions in AWP.

VII. COORDINATION BETWEEN THE SERVICE AND THE COOPERATOR

A. Notification

1. The Service will give the cooperator one week notice of any planned special public use or Refuge maintenance activities that may interfere with farming activities. The Service will provide as much notification as possible regarding emergency closures.
2. The cooperator will give 24-hours' notice and gain permission from the Refuge POC for the activities listed below. If work is to be done over the weekend or on Monday morning, notification must happen by 12 pm on Friday.
 - a. Access on the Refuge outside of publicly accessible hours (daylight, ½ hour before – ½ hour after sunset)
 - b. Pesticide application. Notification will include the location and crop(s) to be treated, pesticide(s) to be applied, and Restricted Entry Intervals (REI) if applicable.
 - c. Any use of mechanized farming equipment in a field or filter strip.
3. 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.
4. 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.
5. The cooperator will notify the Service immediately of any incidents that may affect the health and safety of any person or wildlife, including hydraulic spills, equipment fires, aerial application of a pesticide, etc.

B. Regular Communication

The Refuge POC 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. With input from the cooperator, the Refuge POC shall prepare and directly oversee the implementation of an Annual Work 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. For the later, exact fields would be worked out 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. General Public Access

1. Laurel Bay Unit: Vehicular access (including horses) is allowed during February, September, and October. Foot traffic (including bicycles) is allowed year-round.
2. Twiford Unit: Vehicular access (including horses) is allowed during September and October. No public access is allowed during peak winter waterfowl season from November 1 to February 28, unless by SUP. Foot traffic (including bicycles) is allowed March 1 – October 31.

B. Hunting: All farming units are open to hunting in accordance with State and Refuge regulations ([hunt regs](#)).

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 Special Conditions in AWP, respectively.

IX. GENERAL TERMS AND CONDITIONS

In addition to the General Conditions and Requirements included in the Commercial Activities Special Use Permit #41630-2025-X, 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 ensuring 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 the CAA nor will the Service receive any funds from the cooperator. The CAA is a crop share program for the benefit of wildlife. In-kind services determined under the Annual Work Plan 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 Annual Work Plan. 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 Plan of Operations 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 Contract	<i>Cooperator Name</i>
Alligator River NWR,	
PO Box 1969, 100 Conservation Way	<i>Address</i>
Manteo, NC 27954	<i>City, NC zip code</i>
(252) 475-0172	<i>phone number</i>
kelley_vandruten@fws.gov	<i>email</i>

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

U.S. Fish and Wildlife Service:
Dawn Washington, Refuge Manager

Cooperator:
Name

By: _____

By : _____

Date: _____

Date: _____

Procedures for Fueling Refuge Pump Stations

The following procedures will be used for ordering fuel at the Refuge pump stations at Alligator River National Wildlife Refuge (NWR). This procedure will remain in effect until November 30, 2030, or until there is a change in cooperative farmers at Alligator River NWR. Fueling procedures will begin immediately upon signature of the Plan of Operations.

The percentages in fuel costs are based on number of acres to be pumped by each pump station. The refuge has some additional acres within the dike system that it manages that were not used in calculations. Salary and overtime, equipment purchases, equipment maintenance and equipment repairs account for Refuge contributions. The Refuge will send Southeastern Fuels the updated list of cooperators to be charged as soon as all CAAs are signed.

1. Refuge personnel will periodically check fuel levels in the above ground fuel storage tank located at each pump station. Staff will estimate when a fuel delivery is needed based on the fuel level in the tank and the rate at which the pumps are being run. The target is to keep fuel levels no lower than 300 gallons in a 2,000-gallon tank.
2. Refuge staff will call Southeastern Fuels and request off-road diesel fuel be delivered to the appropriate pump station and say when it is needed.
3. When fuel is ordered, the Refuge POC will send an email to all appropriate parties to alert them of the coming charge from Southeastern Fuels.
4. When Southeastern Fuels makes a fuel delivery to a pump station, each affected party will pay a percentage of the fuel cost based on number of acres each party is responsible for. The cost division will be as follows:

Pump Station	Area	Parties Affected	Acres	% of Fuel Costs by Party
Laurel Bay	Area 1	<i>Farmer A</i>	1,435.13	74.7
	Area 2	<i>Farmer B</i>	171.26	8.9
	Area 3	<i>Farmer C</i>	314.24	16.4
			1,920.63	100
Creef	Area 2	<i>Farmer B</i>	757.55	31.4
	Area 3	<i>Farmer C</i>	1,109.61	46.0
		Dare County	547.00	22.6
			2,414.16	100

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

2026 ANNUAL WORK PLAN
COOPERATIVE AGRICULTURAL AGREEMENT #41630-2025-xxC

Cooperator's Name:				Address:		
Period of Use: <i>December 22, 2025 to November 30, 2026</i>				Refuge Name and Location: Alligator River NWR, Manteo, NC		
The U.S. Fish and Wildlife Service, for and in consideration 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	^a Acres	Cooperator's Share (ac)	Gov't's Share (ac) Unharvested
Laurel Bay	9-36 42-58,332	Soybean Corn	336.37	336.37	197.62 138.75	0
LB-A (Camper)	66-69	Corn	50.58	50.58	34.20	16.38
LB-B (Hook)	59-65	Corn	108.29	108.29	63.29	45.00
LB-Hickory	37-41	Soybean	19.07	19.07	19.07	0
NT-B	13-17,1,3	Soybean	115.14	113.14	113.14	0
NT-C	2-12	Soybean	79.81	79.81	79.81	0
NT-D	1,21-26	Corn	91.14	91.14	75.10	16.04
NT-E	10-20	Corn	73.43	73.43	73.43	0
NT-F	1-9	Corn	57.78	57.78	57.78	0
			931.61	931.61	854.19	77.42
soybeans=214.02			corn=717.59		rice=0	
Filter strips			Treatment		Acres	
LB 14-21, 27-36, 42-52 NT-F 1-6, NT-E 10-16			Rest		361.96	
LB 9-13, 22-26, 53-57, 332; NT-F 7-9, NT-E 17-20			Disk		146.69	

^a Acres used to calculate rent.

X% share =	196.29 acres
Gov't. share shown in table =	196.26 acres
Farmer's share shown in table =	854.19 acres
Total acres farmed =	931.61 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 to the AWP should be made prior to planting season. Document changes will be dated and initialed by both parties.
3. Filter strips will be manipulated or left at rest as noted above and indicated on the attached map.
4. 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 Point of Contact (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.** 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. In the case of alternate crops for refuge share (i.e., rice for soybeans), the shares will be determined at the time of planting. 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. The cooperator must obtain prior approval before accessing refuge property for farming operations or filter strip management between **November 1 and March 15** to decrease disturbance to wintering waterfowl and to management efforts for red wolves.
4. The cooperator will notify the Refuge POC at least 24-hours prior to any mowing of v-ditches or manipulation of filter strips so the Refuge POC has the opportunity to coordinate with biologists and convey concerns to or limit/restrict activities of the cooperator. If work is to be done over the weekend, notification must happen by 12pm on Friday. All filter strip manipulations should be completed prior to **March 15** each year to reduce potential impacts to denning red wolves.
5. The Farm Services Agency (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.
6. 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.
7. Land alterations including but not limited to ditching, land leveling, filling, clearing, and mowing will be done only upon approval of the Refuge POC.
8. The cooperator will maintain interior field v-ditches and mow interior slopes of collector canals as necessary to maintain adequate water flow. Where filter strips are present, v-ditches should be maintained only from the filter strip that is being manipulated that year. The cooperator is responsible for maintaining 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
9. 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.

10. 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.
11. 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 be present on refuge lands. A list of all approved pesticides will be provided by email and attached to that year's AWP. 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. Pesticides used for weed management in storage areas must be applied under an approved PUP and usage reported. Any pesticides applied near ditches must have an aquatic label.
 - f. **All** seed treatments are required to be entered into the PUP System and sent in for review.
 - g. 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.
 - h. All pesticide containers will be cleaned and disposed of off refuge according to EPA regulations.
 - i. The cooperator will keep accurate records of pesticide applications and furnish a copy to the Refuge POC by **November 15, 2026**.
12. The 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.
13. No fall disking of cropland is allowed without prior approval from Refuge POC. Any crop field acreage disked in the fall will require a winter cover crop.

14. All Refuge crop share will be left standing and not manipulated in any way, unless specifically directed to do so by Refuge POC.
15. 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.
16. No burning of any kind is allowed on the Refuge by the cooperator.
17. 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.
18. The cooperator's designated storage area will be on *Wynne Road* just past the gate. This storage area will be maintained in a clean and orderly condition and used to store only equipment and materials used to farm the refuge. Surplus, non-operational, or salvaged equipment will be immediately removed. All trash, including seed bags, pallets, tires, oil cans, and hydraulic fluid cans, will be removed from the refuge and disposed of at an approved landfill. Storage areas are subject to inspection by Refuge staff.
19. 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.
20. The Refuge staff may conduct site inspections of the farm fields throughout the year to assure compliance.
21. 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.
22. In-kind services agreed to by the cooperator for 2026 are listed in Table 2. 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. The 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 Variety	Seed Treatments	
Corn		Bio Proven 40	

Table 2. In-kind Services

Type	Location	Rate	Date Completed
Total			

Table 3. Soil Testing

Unit	Fields	Date Tested

By signing below, you understand and agree to follow all the conditions of the Plan of Operations and this AWP.

Cooperator

Date

Refuge Manager

Date