

Plan of Operations for Cooperative Agriculture Agreement

By and Between

The U.S. Fish and Wildlife Service
Ankeny National Wildlife Refuge &**COOPERATOR NAME**
COOPERATOR ADDRESS**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) and [Title of Cooperator] (Cooperator). This Plan of Operations, in conjunction with Approved Permit #XXXXXX, is the Cooperator's authorization for access and use of lands and resources of Ankeny National Wildlife Refuge (Refuge). The Refuge is administered by the U.S. Fish and Wildlife Service within the Department of the Interior.

Under the CAA, the Cooperator will have the exclusive rights to employ farming as a habitat management tool on 397 acres of the refuge for the benefit of wintering and migratory waterfowl, especially dusky Canada and cackling geese. This plan of operations for the Refuge is a step-down plan of the Comprehensive Conservation Plan (CCP) and Environmental Assessment for the Willamette Valley National Wildlife Refuge Complex (Complex; USFWS 2011). The plan provides management direction for farm fields of the Refuge by focusing on important groups of wildlife identified in the CCP planning process. The prescriptive farming activities were determined to be a compatible use. Farming is a habitat management tool which, consistent with the Biological Integrity, Diversity, and Environmental Health policy (603 FW 3), may be used to meet resource management objectives on units of the National Wildlife Refuge System (6 RM 9.1).

This plan also defines the process by which the farming program will be administered and further delineates the requirements and restrictions of a Cooperative Agriculture Agreement (620 FW 2).

II. BACKGROUND

The U.S. Fish and Wildlife Service established Ankeny National Wildlife Refuge in 1965, in part, to protect and provide sanctuary for migratory birds, especially dusky Canada geese. The Refuge currently consists of 2,796 acres, of which approximately 1400 acres are farmed by Cooperators and the Refuge to provide a food source for migratory and wintering waterfowl, namely cackling and Canada geese. These farm fields receive sustained waterfowl use from fall through spring and provide quality forage, which improves waterfowl health and survival. The positive and negative effects of farming programs are explored in depth in the Refuge CCP (USFWS 2011).

III. AUTHORITIES

- National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act (16 U.S.C. § 668ddee)
- National Wildlife Refuge System Improvement Act of 1997, Public Law 105-57

- Migratory Bird Conservation Act of 1929 (16 U.S.C. § 715i)
- Refuge Revenue Sharing Act of 1935 (16 U.S.C. § 715s; 92 Stat. 1319)
- Endangered Species Act of 1973, 16 U.S.C. § 21531 - 1544
- Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j
- Fish and Wildlife Coordination Act (16 U.S.C. 661-667e)
- 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 Agreement, the Cooperator shall have exclusive rights to farm 397 acres of the refuge. Farming on such acreage as is described in Appendix A (Annual Work Plan) attached hereto and incorporated.

V. OBLIGATIONS OF THE COOPERATOR

- A. Habitat Management Objectives: Wildlife, especially migratory and overwintering waterfowl (i.e. cackling and Canada geese), is the primary purpose for all farming on the Refuge. Harassment (hazing) of any wildlife under any circumstances on any refuge land is strictly prohibited. Based upon an approved annual plan, the Service shall provide to the Cooperator exclusive farming rights on all 397 acres described herein. The Cooperator shall provide the necessary supplies, equipment and expertise to successfully grow crops according to the Annual Work Plan.
- B. Expected Wildlife Benefit: All management projects conducted will have direct benefits to fish and wildlife on Ankeny NWR. 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 and wintering geese and waterfowl.
- C. Shared Personnel: Each party agrees to provide personnel at a level appropriate to its role in planning, implementation, and oversight of the projects. Such a share-in-kind principle will assure that both parties will receive mutual benefits from the management of Ankeny NWR.
- D. Pest Control: **Any application of herbicides, pesticides, or bio-controls on the refuge must be approved in advance by the Service.** The Service's approval process begins with a request submitted by the cooperator to the Refuge Manager which must include documentation of the problem, proposed application dates, amounts, methods, and chemicals or bio-control agents requested for use. The request should be submitted concurrent with the annual work plan and will include a completed pesticide use record sheet for the previous season. An approved Pesticide Use Proposal (PUP) is required before pesticide application and Cooperator is required to follow the associated guidelines. The

Service will notify the cooperator when and if approval is received. All chemical application must be done in accordance with the Oregon Department of Agriculture, Service regulations, and label instructions.

Neonicotinoid chemical cannot be used. The Cooperator may be required to post fields and/or provide maps (GPS coordinates) after pesticide application. The Cooperator is required to report pesticide/herbicide use by January 15 each year.

- E. Refuse: Refuse may not be dumped, stored or otherwise disposed of on refuge lands without the permission of the Service Refuge Manager. Cooperator is responsible for removing all equipment and refuse resulting from operations on Refuge land.
- F. Damage: The United States shall not be responsible for any loss or damage to property; or injury to the Cooperator or his representatives; or for any damages or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities. Upon termination of this CAA, the Cooperator shall leave the fields in as good order and condition as when received except for (a) alterations approved by the parties for restoration and management improvements, and (b) reasonable wear, tear or damage occurring without fault or negligence, including without limitation flood damage. Cooperator shall be responsible for repairing damage to any government owned fields, roads, dikes, equipment or facilities, beyond normal wear and tear, resulting from their use of the refuge.
- G. Soil Testing and Fertilization: Soil testing, liming and fertilization are conducted at the expense of the cooperator. Soil testing will take place as deemed necessary to determine if there is a need for soil supplements.
- H. Operating Rules and Laws: The Cooperator shall keep the Unit(s) in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to its operations under this CAA as well as all Federal laws and regulations governing National Wildlife Refuges. The Cooperator shall comply with all instructions issued by the Refuge Manager applicable to this CAA. Other pertinent provisions include:
 - 1. As stated in the code of federal regulations “disturbing, injuring, spearing, poisoning, destroying, collecting or attempting to disturb, injure, spear, poison, destroy or collect any plant or animal on any national wildlife refuge is prohibited...” (50 CFR 27.51)
 - 2. The Endangered Species Act of 1973 (16 U.S.C. 1531-1544) “prohibits unauthorized taking, possession, sale, and transport of endangered species” or any part thereof.
 - 3. The Service reserves the right to modify or terminate the CAA if habitat conditions warrant.
 - 4. All refuge gates will be closed and locked at the end of each day as the Cooperator leaves the field.
 - 5. Cooperator will exercise care to prevent fire and will assume responsibility for fire which results from the Cooperator’s operations.

6. The use of firearms or other weapons is prohibited on Refuge lands except as authorized by Refuge Manager.
7. The use of genetically modified (GMO) corn or other GMO seed types is prohibited on refuge lands.
8. The crop share will be 100% of all seed and straw on the acreage for the Cooperator and 100% winter waterfowl browse for the Service. The Cooperator's crops may be harvested after May 1 of each year. Seeding of annual ryegrass crops should be completed by October 1. All crop harvesting, seeding for winter cover crops, and other agricultural practices including hay removal should be completed by November 1 of each year. Low endophyte varieties of fescue and perennial ryegrass are required. Forage type varieties are preferred. If turf type varieties are desired, authorization must be provided by the Refuge Manager. Only varieties with an endophyte level under 7% will be considered. All grass fields will be no more than 6 inches tall on November 1 of each year. If taller than 6 inches, it is the Cooperator's responsibility to mow the crop prior to October 31.
9. No land other than that specified in this agreement shall be farmed, mowed, sprayed, or disturbed in any other way without approval from the Refuge Manager. Tillage may not begin until after April 15 without approval of the Refuge Manager. Hazing of wildlife by the Cooperator is not permitted unless authorized in writing by the Refuge Manager.
10. All equipment for farming, including tractors, harvesters, implements, ATVs and UTVs, must be clean and free of invasive species plant material including seeds before entering any Refuge or Service easement. The Refuge Manager (or designee) reserves the right to inspect and deny the use of any equipment/vehicle/horse etc. that appears to contain invasive species plant material or seeds.
11. Equipment must meet all safety regulations and must be in good working condition.
12. The Cooperator is responsible for any spill cleanup resulting from equipment operations. Any spill resulting in the release of more than 1 gallon of hazardous material (e.g., engine oil, hydraulic fluid, etc.) into the environment must be reported immediately to the Refuge Manager.
13. The Cooperator is responsible for weed control on field edges and unirrigated field corners.
14. Plantings which are damaged by wind erosion or wildlife will be reseeded to prevent "blowouts" or treated until stabilized to the Refuge Managers satisfaction at the Cooperator's expense. If necessary to replant to other types of crops because of the advanced season, crops to be replanted will be mutually agreed upon with the Refuge Manager. Any crop grown which, upon harvest, leaves the soil essentially void of cover or subject to wind erosion shall be planted to winter wheat or other mutually acceptable cover crop at a rate which would produce viable erosion control at the

Cooperator's expense. Cover crops will be fertilized and watered "up to cover" as needed.

15. Integrated Pest Management including but not limited to crop rotation, hand and mechanical removal, biological controls and certain chemicals will be required as practical. Cost sharing of initial trial programs may be conducted between the Cooperator and the Service. No pesticides may be applied without prior approval of the Refuge Manager. Aerial pesticide applications and restricted use pesticides are not allowed. Applications must be in accordance with State and Federal pesticide laws and Service policy. Any unauthorized application of pesticides can be grounds for termination of the farming agreement. A report for each pesticide used, the amounts, area treated and number of treatments shall be provided to the Refuge Manager by January 15 of the agreement year.
16. Farming privileges may not be sold, transferred, or sublet, except by transfer to heirs in the event of the death of the Cooperator.
17. Non-use of farming privileges, in whole or in part, shall be cause for cancellation of a Cooperator's privileges at the discretion of the Refuge Manager unless non-use has previously been approved.
18. Failure to comply with the terms of the CAA is enforceable under current federal regulations and may result in cancellation of the CAA.
19. The Cooperator will immediately notify the Refuge Manager should any trespass or migratory bird hunting violations be observed at Ankeny NWR. No hunting is currently allowed at Ankeny NWR.
20. The Cooperator will allow only himself/herself and his/her immediate workforce onto the Refuge. Only those persons directly associated with farm management operations shall be allowed access to the Refuge. The Cooperator will provide the Refuge Manager with names and contact information for all field staff or personell conducting farm operations on Refuge.
21. The cooperator is responsible for safeguarding all farming equipment used on the refuge. It is advised that all equipment be locked daily to reduce the risk of vandalism and theft. Approval by the Refuge Manager is required prior to storing equipment on the refuge.
22. The Cooperator will provide the following information to the Refuge Manager (via a Cooperative Farming Report) by January 15th of each year:
 - Field, soil test results, fertilization type and rate.
 - Field yields.
 - Field, pest, pesticide applied, rate, date and method of application.
 - Field, tillage, planting, and harvest operations and dates.

- I. Remedies and Nonperformance: Either party shall have the right to enforce this CAA by any available remedy under the laws of the United States or the State of Oregon, as applicable. Failure of the Service to insist upon a strict compliance with any of the terms, conditions and requirements of this CAA shall not constitute a waiver or be considered as a giving up of the Service right to thereafter enforce any of the CAA's terms, conditions or requirements.
- J. Officials Barred From Participating: No member of or Delegate to Congress shall participate in any part of this CAA or to any benefit that may arise from it, but this provision shall not pertain to this CAA if made with a corporation for its general benefit.
- K. Nondiscrimination in Employment: The Cooperator agrees to be bound by the equal opportunity clause of Executive Order 11246, which is made part of this CAA.

VI. OBLIGATIONS OF THE SERVICE

- A. Provide access to the farm fields during production and harvest season, and any other areas agreed to in writing by the Refuge and the Cooperator, as further described in Section VII and outlined in Special Use Permit.
- B. Provide temporary parking area for Cooperator equipment during production and harvest seasons, and designated areas for storage of oil, gas, chemical, or any other products deemed hazardous or dangerous, as outlined in Special Use Permit.
- C. Will not hold Cooperator liable for crop loss or failure to meet share-in-kind obligations due to natural disaster. Natural disasters include flooding (including irrigation ditch failure), hail, or wind (excess of 60 mph).
- D. Monitor vegetation at the end of the production season to determine if crop production goals are met.

VII. COORDINATION BETWEEN THE SERVICE AND THE COOPERATOR

- A. Notification: The Service will give the Cooperator 1 week notice of any planned public use or management activities that may interfere with operations. The Cooperator will notify the Service immediately of any incidents that may affect the health and safety of any person or wildlife.
- 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.
- C. Annual Work Plan: The Refuge Manager or their designee shall work with the Cooperator and prepare an Annual Work Plan with which the Cooperator shall comply. The Refuge Manager or their designee will directly oversee implementation of the Annual Work Plan. A meeting to develop the plan between the Service and Cooperator will be held in February and August of every year to determine and review operations on the refuge for the year. The Cooperator may not conduct operations until the plan has been agreed to and signed by the Service and Cooperator.

VII. ACCESS & STORAGE

- A. The Cooperator will be responsible for routinely maintaining an access route.
- B. 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 prior to these restrictions.
- C. All Cooperator motor vehicles will be registered and licensed in compliance with State law and Federal regulations.
- D. The Cooperator shall pay the United States of America for any unnecessary damages resulting from the operations herein permitted, and shall repair all damage to roads, trails, ditches, and other improvements.
- E. The Cooperator will do all in his/her power to prevent and suppress accidental non-prescribed fires caused by the Cooperator, and will be held liable for damages and suppression costs resulting from Cooperator-caused fires, except as may otherwise be allowed under State or Federal laws.
- F. Storage facilities for oil or gas products will be maintained by the Cooperator in an area designated by the Refuge as stated in the Commercial SUP. The Cooperator will take appropriate preventative measures to insure that any spill of such oil or gas products does not enter any stream or other waters, and will report any such spill to the Refuge. Cooperator is responsible for any cleanup costs associated with any spills.
- G. The Cooperator will follow all Refuge regulations. No pets are allowed. No littering is allowed. No collecting of any animal, mineral, or plant parts is allowed.

VIII. RECITALS

- A. Green forage and small grain crops are cultivated to provide foraging habitat for migratory and wintering waterfowl. Carefully managed croplands will continue to provide a significant source of the forage requirements of migratory birds, namely cackling and Canada geese, on Ankeny NWR.
- B. This agreement does not imply or establish a use precedent. Future use of this area will be based upon the most satisfactory use of the land for wildlife benefits, cooperators performance, habitat management needs and administrative needs.
- C. All improvements made to the Refuge as a result of this CAA become property of the United States.
- D. No GMO seeds or neonicotinoid-treated seeds may be used. Any pesticides must be pre-approved under a Pesticide Use Permit, developed with the Refuge Manager. All pesticide applications must be reported by January 15th of each year.

- E. Farming privileges may not be transferred (6 RM 9.7(A)). Cooperators cannot lease or sublet permit privileges to second parties. In the event of death of the cooperator during the CAA period, an heir, who is otherwise qualified and desires to receive the deceased cooperator's privileges, may receive a new CAA issued in the heir's name.
- F. A cooperator may make legal arrangements with a third party for the management of his (cooperator's) farming operations under an agent or a manager relationship. When such an arrangement is made, the cooperator retains full responsibility for compliance with the provisions and requirements specified in the farming agreement, and all applicable federal regulations (6 RM 9.15).
- G. Non-use of farming privileges, in whole or in part, shall be cause for cancellation of a cooperator's privileges at the discretion of the Refuge Manager unless non-use has previously been approved. Non-use of fields, in whole or in part, may be authorized by the Refuge Manager for resource protection, research projects, or other purposes. Non-use for the convenience of the permit holder will normally not be approved unless there are extenuating circumstances which would warrant such approval. Extreme weather conditions such as fire or floods are examples of extenuating circumstances.

IX. GENERAL TERMS AND CONDITIONS

In addition the General Terms and Conditions outlined in the Approved Permit #XXXXXX, the following apply:

- A. Use Limitations. The Cooperator's use of the described land is limited to the agricultural purposes indicated, and does not, unless provided for in this Agreement, allow him/her to restrict other authorized entry to, or use of, this area including activities by the Service necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using premises and other Service lands.
- B. Depredation Claims. At no time during the term of this contract shall the Cooperator claim any depredation damage to agricultural crops growing, harvested, or stored pursuant to this Agreement by state or federally listed or designated threatened, endangered, or listed wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Cooperator and Refuge Manager.
- C. Operations. The Cooperator shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to operations under this agreement as well as all Federal laws and regulations governing National Wildlife Refuges and the areas described in this Agreement. Cooperator shall comply with all instructions applicable to this Agreement issued by the Refuge Manager. Cooperator shall take all reasonable precautions to prevent the escape of fires and shall render all reasonable assistance in the suppression of fires on the Refuge.
- D. Modifications. Modifications to this Agreement shall be made in writing, with the mutual consent of the Cooperator and the Refuge Manager.

- E. Amendments. 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 his/her incentives for engaging in cooperative agriculture on NWRS lands. These amendments must be mutually agreeable to both parties and within the scope of the existing CAA.
- F. Assignment. The rights and obligations of the Cooperator set forth in this Agreement to carry out particular requirements of the Agreement may be assigned, in part, by the Cooperator to a third party with written consent from the Refuge Manager, although the Cooperator will be held ultimately responsible for insuring all conditions of this Agreement are met in full. Any deviation from these conditions will result in immediate revocation of this Agreement.
- G. Termination Policy. The Service or the Cooperator may terminate the CAA within 60 days' notice if either party is not carrying out their roles and responsibilities under the CAA. Additionally, the Service may terminate the CAA immediately if necessary to protect human or wildlife health or safety.
- H. Renewal Policy. After the term of the CAA has ended, the Service may review the cooperative agricultural opportunity for renewal. If the Service plans to renew it, we must publish a notice and award the CAA again using the competitive process described in Service Policy (620 FW 2.11).

X. PERIOD OF PERFORMANCE

The CAA shall become effective upon being executed by both parties and shall continue for a period of 5 (five) years from the date of execution.

Either party may terminate its participation in this CAA upon 60 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 agreement nor will the Service receive any funds from the Cooperator. This agreement is a share-in-kind program for the benefit of wildlife.

XII. REPORTING REQUIREMENTS

Based upon an annual plan (drafted and approved by both parties), the Service and Cooperator will provide resources and/or staffing necessary to accomplish specific management projects and objectives described in the Annual Work Plan (Appendix A). **Any work to be done on refuge facilities by contractors, or materials purchased for repairs or projects, must be approved in advance by the Refuge Manager.** All work performed shall be documented with proper invoices, time sheets, billing statements, etc. Value rates of services provided are listed in Appendix A. Documentation of work completed by the Cooperator is to be maintained as the work is accomplished and submitted to the Refuge Manager by January 15th, or upon request.

XIII. MODIFICATION PROCEDURES

Modifications to this CAA shall be made in writing, with mutual consent of Cooperator and Service. The rights and obligations of the Cooperator set forth in this CAA to carry out particular project contributions may be assigned in part by the Cooperator to a third party with the consent of the Refuge Manager, except as noted here: this agreement provides for the utilization of fields and the harvesting of crops only for personal use by the cooperator.

If this agreement is for more than one year the conditions, including but not limited to acreage, herbicide use, etc., may be altered or modified annually, following the first year of operation. Changes in the agreement must be made prior to start of season and written in an Annual Work Plan, which is attached to and becomes part of the agreement. The Service must provide the cooperator those changes to the agreement prior to March 15 by a written addendum. The cooperator then has until April 1 to accept or turn down those changes. If the changes are agreed upon by the cooperator, the addendum is signed and attached and becomes part of the agreement. If the changes are not accepted, the selection process will begin again.

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, habitat management needs, and administrative needs.

XIV. PROVISIONS

The address and contact person for each party shall be as set forth below, or such other address and/or contact person as may be provided from time to time by such party:

Graham Evans-Peters, Refuge Manager
Ankeny and Baskett Slough NWRs
10995 Hwy. 22
Dallas, OR 97338
(503) 623-2749

Cooperator Name
Address
City, State Zip Code
Telephone

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

USFWS:
Refuge Manager

Cooperator:
Cooperator Name

By: _____

By: _____

Date: _____

Date: _____

References

U.S. Fish and Wildlife Service (USFWS). 2011. Willamette Valley National Wildlife Refuge Complex Comprehensive Conservation Plan and Environmental Assessment. US Department of the Interior, Fish and Wildlife Service, Region 1, Portland, OR.

FERTILIZATION RATE/TYPE

Farm Unit/Field ID:	Fertilizer Type	Rate (lbs/acre)

Farm Unit/Field ID:	Water Usage:

COMMENTS:

****Please attach any applicable soil test results.**

Signature:

Date:

Please Return to: Please Mail/Email/Fax all reports by January 15 to:

Graham Evans-Peters
Ankeny and Baskett Slough National Wildlife Refuges
Dallas, OR 97338
graham_evans-peters@fws.gov
Cell: (541) 760-2872
Office: (503) 623-2749
Fax: (503) 623-7812

SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR APPLICATIONS FOR COOPERATIVE AGRICULTURAL OPPORTUNITIES ON THE NATIONAL WILDLIFE REFUGE SYSTEM

PLEASE READ THE FOLLOWING CAREFULLY BEFORE FILLING OUT THE APPLICATION:

- Form 3-1383-C (Commercial Special Use Permit) is used by the refuge for both applications for cooperative agricultural opportunities on the NWRs, as well as for formalizing the Cooperative Agricultural Agreement on the Refuge
- At the time of application, the applicant does not need to complete all sections of the Commercial Use Permit, but does need to ensure that they provide sufficient information in their proposed operations for the Service to rank and score your application based on the objective criteria listed in this Notice
- In addition to providing the Service detailed information about your proposed agricultural practices on the refuge, you must also describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outline in the Service's Notice of Cooperative Agricultural Opportunity (Notice). In addition, if applicable, please identify how your proposed activity is different from the description of the cooperative agricultural opportunity outlined in the Notice. Due to limited space on the Form 3-1383-C, we have provided a template attachment where you can provide this additional information. (See Attachment 1)
- Attachment 1 should be attached to the Form 3-1383-C as part of your application package.
- Write N/A in any sections that do not appear to be relevant.
- Both the Plan of Operations (section 18) and the Logistics and Transportation Section (Sections 24a through 30) only need to be completed if you are selected as the Cooperator. These sections will then be completed in coordination with the Refuge Manager prior to any agricultural practices beginning on the refuge.
- The signed and completed Commercial Special Use Permit will be the selected Cooperator's authorization for access on and use of the NWRS lands, resources and facilities.

ATTACHMENT 1

APPLICATION FOR CONSIDERATION

Willamette Valley National Wildlife Refuge Complex (WVNWRC) is administered by the U.S. Fish and Wildlife Service and consists of Ankeny, Baskett Slough, and William L. Finley National Wildlife Refuges. In an effort to better manage the habitat for migratory and wintering waterfowl, especially dusky Canada geese, WVNWRC is seeking applicants for our cooperative agricultural program for 397 acres at Ankeny. The program is managed using a Cooperative Agricultural Agreement (CAA), with the cooperators providing all equipment, supplies, and expertise to grow agreed-on crops.

Interested cooperators should complete the additional information section below. Cooperators will be selected through an open and competitive process where applications will be scored and ranked by a panel of Refuge Complex staff using the following criteria:

1. Experience in cultivation of green forage (i.e. grass seed crops and silage), especially personal experience on NWRS lands or comparable conservation land, including knowledge of soil composition, chemistry, moisture, and fertility, water needs, and pest problems.
2. Demonstrated ability to successfully cultivate crops under restrictions listed above (e.g. non-GMO crops, non-neonicotinoid pesticides, restricted timing of harvest, and limitations on pesticides).
3. Ownership or access to the proper equipment, materials, labor, or other resources to participate in the Cooperative Agriculture Agreement (equipment and personnel).
4. Proximity of personnel to monitor crops and respond to crop failures or crop health issues.
5. Positive references regarding past performance, experience, and abilities related to crop cultivation.

Proposals are to be submitted to the Refuge Headquarters in a sealed envelope marked Cooperative Farming Proposal, U.S. Fish & Wildlife Service, 26208 Finley Refuge Rd., Corvallis, OR 97333. The envelopes may be submitted either by mail or hand delivery to the refuge office. Proposals may also be emailed to the Refuge Manager at graham_evans-peters@fws.gov. In either case, proposals will only be accepted between March 13 and March 24, 2023. Proposal envelopes must be received in the refuge office by March 24, 2023 at 5:00 pm. All proposals will be opened and evaluated on March 27, 2023 and the individual with the highest ranked proposal will be notified within 2 weeks of their selection. Unsuccessful applicants will also be notified.

See the attached descriptions for parcel locations and additional information.

Applicant Information:

Name (Proposal Submitter) _____

Partner (if applicable) _____

Name of Business or Ranch _____

Address _____

Telephone Number _____

E-mail address _____

Liability Insurance Provider and Account # _____

Additional Information:

1). **Experience:** Location and number of acres currently being farmed other than the proposed refuge lands:

Pre-dominant crop types or rotation on those lands:

Years of experience in farming operation or other related experience:

2). Ability to farm under NWR restrictions: Provide a history statement of your experience or ability to farm for conservation purposes (including endangered species, migratory birds) and contact information for land managers (include location, type of operation, and length of time working for the land owner/land management agency). This could include working with adjacent landowners to meet common goals or mutual benefits for conservation or land management activities. History should include the process for planning annual operation plans, goals of the program, program requirements (cost-share projects), reporting requirements, communication/relationship with the land manager. Continue on additional pages as needed.

Describe your experience working with non-GMO and non-neonicotinoid treated seeds and limitations on pesticides:

3). Equipment / Resource Availability: Personnel available and area of expertise:

List all available equipment in good working condition, for example harvesters, tractors, implements, trucks & trailers. Attach additional sheets if necessary.

Current Pesticide Applicator's License: Yes/No (Circle one)

Type: _____ Expiration: _____

4. Response time (ability to monitor crops/crop health issues): _____

5. References: List three references who are familiar with your experience & abilities related to farming:

Signature: _____

Date: _____

WILLAMETTE VALLEY NATIONAL WILDLIFE REFUGE COMPLEX

Cooperative Farming Agreement

SPECIAL CONDITIONS

Ankeny, Baskett Slough, and W.L. Finley National Wildlife Refuges
Updated March 2023

*** Cooperative Farmers, please note recent changes to pesticide use in the table below that apply to 2023 in red.

1. **Harassment.** Wildlife use, especially Canada geese, of all croplands is the primary purpose for farming on the Refuge. Harassment (hazing) of wildlife under any circumstances from any refuge farm field or any other refuge area is strictly prohibited.
2. **Genetically modified seed.** The use of genetically modified seed is prohibited. The Cooperator must report the seed variety and vendor to the Refuge manager at planting time.
3. **Pesticides (including herbicides, fungicides, molluscicides, plant growth regulators and insecticides).** The Cooperator will provide the Refuge Manager with an annual pesticide/fertilizer use plan, due September 30 each year. This plan will outline proposed applications of pesticides and fertilizers for the following year (January 1-December 31), and will include, by pesticide and EPA number, the fields and crops that pesticides will be applied to, application rate and dates, and method of application. As needed, the Cooperator will inform the Refuge manager of needed updates.

To maintain public and employee safety with regard to restricted entry intervals, the cooperator must notify the Refuge manager 24 hours prior to application of any pesticides.

No restricted use chemicals will be permitted for use on the Refuge. Only the active ingredients listed in Table 1 may be utilized on the Refuges (equivalent tradenames will be allowed if the formulation is the same as the approved tradenames). Application rates must follow label, except where more restrictive rates are specified in Table 1. Only ground-based applications (e.g., ground-propelled hydraulic sprayers, backpack sprayers, hand sprayers, wick applicators, etc) are permissible.

All pesticides must be applied in accordance with label instructions, the State of Oregon Department of Agriculture regulations, and any specific U.S. Fish and Wildlife Service (USFWS) instructions. Additional instructions regarding pesticide use on the Refuge are provided to ensure protection of fish, wildlife, plants, and habitats at the refuges.

All pesticide containers must contain the full original legal label. Unlabeled containers are not permitted.

Mandatory best management practices for pesticide applications to be followed on the Refuge include:

- Maintain a minimum 25-foot no-spray buffer from water bodies, including wetlands, lakes, ponds, streams, creeks, and perimeter field or roadside ditches. Site-specific conditions may warrant more restrictive measures. (does not apply to spot spraying)
- Apply only at wind speeds less than 10 mph (but not inversion conditions) - follow label.

Calibrate application equipment. Conduct field scouting/monitoring before pesticide application. Use lowest effective application rate.

- Some adjuvants and surfactants (example – Activator 90) are moderately toxic to aquatic invertebrates. We encourage cooperators to utilize surfactants that are practically non-toxic or slight acute toxicity to aquatic organisms (LC50 >10 mg/L [ppm]). Surfactants that fulfill the criteria include: Agri-Dex, AquaSurf, Bond, Bronc Max, Bronc Plus Dry-EDT, Clast Act NG, Competitor, Cut Rate, Destiny HC, Fraction, InterLock, Level 7, One-AP XL, Sinkers, Spray-Rite, Superb HC, Tactic, Tronic, LI-700, Hasten Modified Vegetable Oil, Freeway, Dyne-Amic and Kinetic.
- All pesticides are limited to one application per year, unless otherwise stated in Table 1.
- See additional specific instructions by chemical in Table 1.

Pesticides listed in Table 1 may be applied on Refuge farm fields during the appropriate, approved periods. Note that (for some chemicals), application rates and allowable areas for application are more restrictive than on label.

A completed pesticide (and surfactant) and fertilizer use record sheet must be provided to the Refuge Manager by January 15 of each year. This record shall cover the previous 12 months (from January 1 through December 31), and show pesticide and fertilizer use by field. Dates and quantities must be specified. If applicable, the Cooperator is responsible for reporting the use of pesticides as per Oregon Department of Agriculture's requirements.

Neonicotinoids: After December 31, 2014, farmers will not be allowed to use neonicotinoid insecticides, including coated seeds, on refuges within the Willamette Valley National Wildlife Refuge Complex. Typical neonicotinoid pesticides include imidacloprid, acetamiprid, clothianidin, dinotefuran, nithiazine, thiacloprid and thiamethoxam.

4. **Drainage.** Construction of any new drainage systems, including field ditches, is prohibited. Maintaining existing drainage systems, such as; ditches, field drains, existing tile lines, or other drainage systems, may be permitted only on a case-by-case basis with prior written approval of the Refuge Manager. This special condition is given added emphasis, since threatened and endangered plants can and do often occur in these areas, excess water is beneficial to wildlife utilizing the Refuge, and drainage of wetlands is contrary to wetlands policy of the U.S. Fish and Wildlife Service.
5. **Irrigation water.** If irrigation water is being provided under water rights appurtenant to Refuge lands, the cooperator will be invoiced for the appropriate amount of irrigated acreage at the applicable fee charged to the Refuge by the local irrigation district or other entity. Water bills shall be paid to the Refuge within 60 days of the date of invoice. All pumps drawing from Sidney Ditch or Bashaw Creek shall be properly screened per current (2011) National Marine Fisheries Service requirements. Given current availability, the Service reserves its right to temporarily transfer water rights on a year-to-year basis between fields as needed.

Table 1. Pesticides allowable on Refuge farm fields in calendar year 2021.

Active Ingredient (AI)	Pesticide Trade Name	EPA Reg. No.	Strength	Approved application rate in PUP (if less than label)	Additional Specialized Conditions/Instructions
2,4-D dimethylamine	2,4-D Amine 4	42750-19	3.8 lb/gal	2 pts/ac	Do not broadcast spray with high boom within 100 feet of open water and listed fish when wind velocity exceeds 5 mph or use low boom. Implement Reasonable and Prudent Measures from 2011 National Marine Fisheries Service BO on this chemical, including: a) no application of 2,4-D when soil is saturated or when a precipitation event likely to produce direct runoff to salmonid-bearing waters is forecasted within 48 hours. B) Do not apply 2,4-D directly to native riparian vegetation except as part of a native riparian vegetation restoration project. Control of invasive species within the riparian habitat shall be by individual plant species for woody species and spot treatment of <1/10 acre for herbaceous species.
	Amine 4 2,4-D	34704-120	3.74 lb/gal		
	Saber	34704-803	3.8 lb/gal		
2,4-D ester formulation	Base Camp LV 6	2935-553	5.5 lb/gal	1 pt/acre	Do not broadcast spray with high boom within 100 feet of open water and listed fish when wind velocity exceeds 5 mph or use low boom. Implement Reasonable and Prudent Measures from 2011 National Marine Fisheries Service BO on this chemical, including: A)no application of 2,4-D when soil is saturated or when a precipitation event likely to produce direct runoff to salmonid-bearing waters is forecasted within 48 hours; B) Do not apply 2,4-D directly to native riparian vegetation except as part of a native riparian vegetation restoration project. Control of invasive species within the riparian habitat shall be by individual plant species for woody species and spot treatment of <1/10 acre for herbaceous species.
	Low Vol6 Ester	34704-125	5.6 lb/gal		
azoxystrobin/Pr opiconazole	Quilt	100-1178	0.62 lb/gal	14 oz/acre per year	Do not exceed 1 application per year. Do not use if rainfall is expected within 48 hours or ground is saturated. Applications are only allowed in May and June. Use of Quilt Xcel is no longer permitted.
chlorsulfuron	Glean XP	352-653	75%	0.33 oz/ac in oats; 0.25 oz/ac in grass	
clethodim	Arrow 2EC	66-22200	2 lb/gal	8 oz/ac	
	Envoy Plus	59639-132	.97 lb/gal	32 oz/ac	
dicamba dimethylamine	Banvel	66330-276	4 lb/gal	1.4 pts/acre-year	75- foot buffer to be applied where listed plants are nearby. Discuss specific locations with

Active Ingredient (AI)	Pesticide Trade Name	EPA Reg. No.	Strength	Approved application rate in PUP (if less than label)	Additional Specialized Conditions/Instructions
	Rifle	34704-861	4 lb/gal		Refuge manager.
dicamba diglycoamine	Detonate	7969-137-55467	4 lb/gal	23 oz/acre per year	75- foot buffer to be applied where listed plants are nearby. Discuss specific locations with Refuge manager.
diuron					This active ingredient is no longer allowed within the WCNWRC.
ethofumesate	Ethotron SC	264-613-70506	4 lb/gal	3 pts/acre	Do not use on steep slopes if substantial rainfall is expected within 24 hours or ground is saturated. Do not broadcast spray with high boom within 100 feet of open water and listed fish when wind velocity exceeds 5 mph or use low boom.
	Nortron SC	264-613	4 lb/gal		
fenoxaprop-p-ethyl	Puma	264-666	1 lb/gal	10.5 oz/ac	
	Tacoma 1EC	264-666-1381	1 lb/gal		
flufenacet + metribuzin	Axiom DF	264-766	54.4 %	13 oz/ac	Do not broadcast spray with high boom within 100 feet of open water and listed fish when wind velocity exceeds 5 mph or use low boom.
flumioxazin + pyroxasulfone	Fierce EZ	59639-193	14%, 17.8%	6 oz/ac per year	One application per year in August – October only. 150' buffer to water. Do not use on coarse textured soils where groundwater is < 10'. Do not use on steep slopes if substantial rainfall is expected within 24 hrs or ground is saturated. Supplemental label expired 11/17/2021 for Fierce. Must use liquid form – Fierce EZ.
glufosinate-ammonium	Rely 280	264-829	2.34 lb/gal	29 oz/ ac max	Where farm fields lie directly adjacent to known Nelson's checker-mallow habitat, provide 75' no-spray buffer for this chemical when applied in spring to mitigate against the likelihood of surface runoff into Nelson's checker-mallow habitat. Consult with Refuge manager at Baskett Slough and Finley.
	Lifeline	70506-310	2.34 lb/gal	29 oz / ac max	Where farm fields lie directly adjacent to known Nelson's checker-mallow habitat, provide 75' no-spray buffer for this chemical when applied in spring to mitigate against the likelihood of surface runoff into Nelson's checker-mallow habitat. Consult with Refuge manager at Baskett Slough and Finley.
glyphosate	Roundup Pro Max	524-579	4.5 lb/gal	1.5 lbs a.e./acre-year	1 – 3 applications per year not to exceed 1.5 lbs. a.e./acre/year. To mitigate potential toxicity impact

Active Ingredient (AI)	Pesticide Trade Name	EPA Reg. No.	Strength	Approved application rate in PUP (if less than label)	Additional Specialized Conditions/Instructions
	RT3	524-544	4.5 lb/gal	(equivalent to 1.33 qts/acre per year of RT-3 or 2.66 pts/acre per year of Makaze or 2.4 pts/ac per year of Touchdown	to streaked horned larks, recommend broadcast use of this chemical on no more than half of refuge farmed field acreage in any year-discuss specific areas with Refuge manager prior to use. Terrestrial labeled surfactant-free glyphosate (e.g., Accord, Roundup Custom, etc.): no buffer to surface water required on ground applications if used on a terrestrial site dominated by a non-native species, provided any surfactant added is only slightly toxic (LC50>10mg/L) to fish and aquatic invertebrates when used near water). See above for a list of surfactants that fulfill the criteria. Precautions (e.g., spot treatments) should be implemented to avoid damaging desired plant species. Terrestrial labeled glyphosate with manufacturer surfactant in formulation (e.g., Roundup Ultramax, Roundup Original, Roundup Original Max, Roundup Weathermax, etc.) applied according to label and maintain 25-foot treatment buffer from surface water resources.
	Buccaneer	524-445-5546?	4 lb/gal		
	Gly Star Original	42750-60	4 lb/gal		
	Makaze	34704-890	4 lb/gal		
	Roundup Original	524-445	4 lb/gal		
	Touchdown Hi-Tech	100-1182	5 lb/gal		
MCPA dimethylamine	MCP Amine 4	34704-130	4 (acid) lb/gal	1.5 pint/ac	1 – 2 applications per year. Do not broadcast spray with high boom within 100 feet of open water when wind velocity exceeds 5 mph. Follow label recommendation to avoid application when rainfall is predicted within 48 hours.
	MCPA Amine	1381-104	3.7 (acid) lb/gal		
mesotrione	Callisto	100-1131	4 lb/gal	3 oz/ac	Where farm fields lie directly adjacent to known Nelson's checker-mallow habitat or Bradshaw's lomatium habitat, provide 75' no-spray buffer for this chemical to mitigate against the likelihood of surface runoff into listed plant habitat. Discuss specific locations on Baskett Slough and Finley with Refuge manager.
metribuzin	Metri DF/Metricor DF	70506-103	75 %	.75 lb/ac	None
oxyfluorfen	Galigan 2E	66222-28	2 lb/gal	10 oz/acre per year	Application rate limited to annual usage shown to minimize reproductive risks to listed birds
	Goal 2XL	62719-424	2 lb/gal		
s-metolachlor/	Dual Magnum	100-816	7.62 lb/gal	1.33 pts/acre per year	None
	Brawl II	100-818-55467	7.64 lb/gal	1.33 pts/acre per year	
sodium ferric EDTA	Ferroxx	67702-33	5%		None
tebuconazole	Folicur 3.6F	264-752	3.6 lb/gal	6.5 oz/ac per year	1 application per year. Follow label precautions when spraying in the vicinity of aquatic areas
	Monsoon	34704-900	3.6 lb/gal		

Active Ingredient (AI)	Pesticide Trade Name	EPA Reg. No.	Strength	Approved application rate in PUP (if less than label)	Additional Specialized Conditions/Instructions
	Tebucon 3.6F	69361-11	3.6 lb/gal		(no application within 100 feet; apply only during alternate years adjacent to aquatic areas; practice drift management)
tembotrione	Laudis	264-860	3.5 lb/gal	3 oz/acre per year	Only authorized for corn at Ankeny
triclopyr	Garlon 3A	62719-37	3 lb/gal	2 oz/gal or	Only authorized for spraying blackberry on field edges
	Vastlan	62719-687	4 lb/gal	2.5 gal/ac	
trinexapac-ethyl	Palisade 2EC	100-1241	25.5 %	16 oz/ac/ per year	Per label, avoid spraying 24 hours prior to predicted precipitation

6. **Burning.** Burning of Refuge farm fields, hedgerows, ditches, grass stubble, hay stacks or any other kind of burning by the Cooperator is strictly prohibited. If the Cooperator wants an area of the Refuge burned, please request this of the Refuge Manager. If the Refuge Manager concurs with the need and fire staff is available, the Refuge will conduct the burn.
7. **Damage.** Any damage to Refuge property/roads/gates by the Cooperator or his/her work force will be repaired within a reasonable amount of time, as negotiated with the Refuge Manager, and at the cooperator's expense.
8. **Harvest and Seeding Dates.** The Cooperator's crops may be harvested after May 1 of each year. Seeding of grass crops should be completed by October 1. All crop harvesting, seeding for winter cover crops, and other agricultural practices including hay removal should be completed by November 1 of each year. Additionally all farming equipment is to be removed from the Refuge by this date, unless specifically authorized by the Refuge Manager.
9. **Fertilization.** Proper fertilization is critical in providing succulent and desirable browse for geese. Soil/grass samples should be taken by the Cooperator, and analysis conducted, if grass crop appears to be in poor condition and lack of proper fertilization is suspected. A multi-year schedule should be prepared by the Cooperator in conjunction with the Refuge Manager that indicates proposed sampling dates for each field. Soil tests will be conducted every two to three years and when converting annual fields to perennial fields. Soil tests indicating a Phosphorous (P) level less than (<) 15 ppm, and/or a Potassium (K) level less than (<) 125 ppm will be used as a standard indicating a need for fertilization. All fertilization costs are the responsibility of the Cooperator.
10. **Manure.** Cow manure may be allowed with prior written authorization by the Refuge manager. All manure applications must observe a minimum 25-foot buffer from water bodies, including wetlands, lakes, ponds, streams, creeks, and perimeter field or roadside ditches.
11. **Wintertime Farming Operations (October 1-March 31).** It is the goal of the Refuge to avoid disturbance to wintering geese from October 1 through March 31. Between November 1 and March 31, if farming operations must be conducted, Cooperator must notify the Refuge manager by telephone (cell) and gain approval prior to conducting operations.

12. **Varieties.** Low endophyte varieties of fescue and perennial ryegrass are required. Forage type varieties are preferred. If turf type varieties are desired, authorization must be provided by the Refuge Manager. Only varieties with an endophyte level under 7% will be considered.
13. **Grass height entering winter.** All grass fields will be no more than 6 inches tall on November 1 of each year. If taller than 6 inches, it is the Cooperator's responsibility to mow the crop prior to October 31.
14. **Refuge share.** Regardless of crop grown or irrigation status, the full field within the established boundary should be worked and planted unless otherwise agreed to by the Refuge Manager. If the cooperator is expected to provide the refuge share in grass (green forage), 75% of the planted area within each field should exhibit grass germination at typical densities by November 1. The Service reserves the right to take its share as 25% of the row crop acreage (for example corn), with notice to the cooperator prior to planting and prior to signing of any cannery contracts (generally in March). Generally this share will be retained as a standing unharvested crop within a location of the field agreed to by the Refuge Manager.
15. **Operating Hours.** Refuge operating hours are 2 hours before sunrise to 2 hours after sunset. No other access is allowed unless approved in advance by the Refuge Manager. All gates providing access to agricultural fields will be closed and locked at the end of each day. If Cooperator's staff fail to close and lock gates, the Cooperator will be required to provide separate locks and will become responsible for damage done by people allowed trespass access to the Refuge via gates left unlocked by Cooperator's staff. Gates preventing public access to Refuge housing or storage areas are required to be closed and locked with each use. The Cooperator will allow only himself and his immediate work force onto the Refuge.
16. **Trash.** All trash associated with farming operations will be removed by the Cooperator on a daily basis. Farmers must clean up fields, remove pallets, etc., in a timely manner.
17. **Cooperator equipment.** The Cooperator is responsible for the safeguarding of all farming equipment used on the Refuge. It is suggested that all equipment be locked and safeguarded to reduce the risk of vandalism and theft. Approval by the Refuge Manager must be obtained prior to storing equipment near Refuge buildings and structures. The Refuge does not assume any liability for farmer equipment and supplies left on the refuges. Unless a specific Special Use Permit is granted, any storage allowed will be on a temporary basis only, with the exact location and duration of storage to be determined by the Refuge Manager.
18. **Control of vertebrates and invertebrates.** Gopher, vole, mole, and mice control may be permitted, by mechanical trapping methods only, upon specific written approval by the Refuge Manager. Invertebrate treatments are not allowed without prior written authorization by the Refuge manager.
19. **Firearms.** Possession of firearms or any other type of weapon on the Refuge is strictly prohibited.

20. **Crop sales.** Public sales of crops or any associated byproducts are not permitted within the boundary of the Refuge.
21. **Crop yield.** A completed crop yield record sheet should be provided, by field when possible, to the Refuge Manager by January 15 along with pesticide use information.
22. **Infrastructural improvements.** Any infrastructural improvements made to Federal property shall be discussed in advance with the Refuge manager. Written agreements as to appropriate ownership of improvements must be completed prior to construction.
23. **Review and renewal.** This farming agreement and special conditions shall be reviewed and re-signed each year after discussions between the cooperator and Refuge manager.

The Services reserves the right to enforce these conditions and to modify as needed. Modifications will be discussed with cooperative farmers.



Commercial Activities Special Use Permit Application

Refuge Name:

Address:

Attn: (Refuge Official)

E-Mail:

Phone #:

For Official Use Only:

Approved Permit #:

Station #:

Permit Term: from to

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

- 1a) Identify the type of Permit you are applying for: **New** **Renewal** **Modification** **Other**
- 1b) Have you applied, or do you intend to apply, to any other refuges for this same activity? **Yes** **No**
- 1c) If yes, which refuges?

Applicant Information

2) Full Name: 3) Title:

4) Business Name:

5) Physical Address:

City/State/Zip:

6) Mailing Address: (if different than above)

City/State/Zip:

7) Business Phone #: 8) Business Fax #:

9) E-mail: 10) Business Tax ID #:

11a) Within the past 5 years, has the company (entity), its owners, or any employees who have or will be expected to operate on the refuge, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any State, Federal, or local law, or regulations related to fish and wildlife or permit activities? **Yes** **No**

11b) If you answered "YES" to question #11a, provide the individual's name, date of charge, charge(s), location of incident, court, and action taken for each violation.

12) List **known** assistants/subcontractors/subpermittees: (Only required if the assistants/subcontractors/subpermittees will be operating on the refuge without the permittee being present. If unknown at time of application we may require this under "special conditions" to permit before approval.)

Name/Business	Address	Phone #

Activity Information:

13a) Choose a Commercial Activity: **Guided Recreation** **Audio/Visual Recording** **Recreation Events** **Cabins**
Transportation Services **Agricultural Use** **Marine Salvage/Storage** **Mineral Lease** **Other**

13b) Specify Type of Activity if 'Other' was chosen:

Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the refuge where the activity is being conducted to determine what information is required.

14) Describe activity by specifically identifying timing (occupancy timeline), frequency, and how the activity is expected to proceed:

15) Specifically identify location(s) and/or attach a map: (GPS location(s) preferred)

16) If drones are necessary, describe why the drone is needed and provide specifics on how it will be used:

17) For Guided Operations estimate number of clients if applicable: Per Day Per Season

18) Inquire with refuge if Plan of Operation is required. Is a Plan of Operation attached? Yes No N/A

19) Inquire with refuge if a trip schedule is required. Is a trip schedule attached? Yes No N/A

License/Insurance Coverage/Certification/Permit

Note: Contact the refuge where the activity is going to be conducted to determine if we will require any type of license(s), insurance(s), certification(s), or permit(s). We may process this Special Use Permit while the applicant obtains them.

20) List and attach a copy of any **licenses** you have for equipment operation (i.e., aviation or commercial boats), pesticide application(s), transporters, or others, if required:

License Type	Number	Expiration Date

21) List and attach any **insurance coverage(s)** you have such as general liability, aviation, grounding liability, contaminants applicator, medical evacuation, or others, if required:

Insurance Type	Carrier	Expiration Date

22) List and attach any **certifications** you have such as rat free, hull inspections, CPR/First Aid, or others, if required:

Certificate Type	Expiration Date

23) List and attach other Federal, State, or Tribal **permits**, if required:

Permit Type	Permit Number	Expiration Date

Logistics and Transportation

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

24a) Does the activity require personnel to stay overnight on the refuge? Yes No N/A

24b) If yes, list names of personnel involved:

List Names	List Names	List Names	List Names

25) Identify and describe all major equipment/gear and materials needed for activity, if required:

26a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

26b) Provide descriptions, license plate and/or identification numbers of vehicles used for onsite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26c) Provide descriptions, license plate and/or identification numbers of vehicles used for intersite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26d) Provide descriptions, license plate and/or identification numbers of vehicles used for ship to shore transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

27a) Is fuel cache needed? Yes No N/A

27b) Specific location(s) of fuel caches: (GPS Coordinates preferred)

28) Is a Safety Plan attached?
Yes No N/A

Work and Living Accommodations

29) Specifically describe onsite work and/or living accommodations, including spike camps:

30) Specifically describe on or offsite hazardous material storage or other on or offsite material storage space: (Including on and offsite fuel caches.)

Sign, date, and print this form and return it to the refuge for processing. By signing this application, I agree my operations will conform to the information I have provided in this application, and I understand that any deviations or changes to this information must receive prior written approval.

31) Signature of Applicant: _____ Date of Application: _____

NOTICES

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Collection Clearance Officer, Division of Policy, Performance, and Management Programs, Fish and Wildlife Service, Mail Stop BPHC, 5275 Leesburg Pike, Falls Church, VA 22041-3803. Please do not send your completed form to this address.

GENERAL CONDITIONS AND REQUIREMENTS

1) Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

2) Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

- 4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.
- 5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.
- 6) 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 shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.
- 7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
- 8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.
- 9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.
- 10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.
- 11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

INSTRUCTIONS FOR COMPLETING APPLICATION

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to permit prior to approval.

1a-c) Identify if permit application is for new, renewal, or modification of an existing permit, whether or not you have or will be applying to another refuge for the same activity, and for which refuge(s). Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

2-9) Provide applicant and/or business full name, organization or business name (if applicable), physical and mailing address, phone, fax, and e-mail.

10) Provide tax identification number of business or individual.

11a-11b) Check box answering the question regarding any violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities, if required. If **you answered yes to question 11a**, supply the detailed information requested in question 11b. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require information on violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities.

12) Provide the names and addresses of known assistants, subcontractors, or subpermittees. We may require names and address if the assistants, subcontractors, or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors, or subpermittees that are accompanied by the permittee need not be identified.

- 13) Activity type: identify commercial activity type (such as, guided recreation, audio/visual recording, recreational events, agriculture activities such as haying, grazing, crop planting, logging, beekeeping, and other agricultural products, building or occupying cabins, or other commercial uses). Describe other commercial uses if not one of the listed categories. Applicants in Alaska should contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding commercial or subsistence activities.
- 14) Describe Activity: provide detailed information on the activity, including timing and occupancy timeline, frequency, how the activity is expected to proceed, etc. Permit renewals may not need activity descriptions if the activity is unchanged from previous permit. Most repetitive activities do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.
- 15) Location: identify specific location (GPS coordinates preferred) if not at a named facility, and/or attach a map with location. Most repetitive activities may not require identification of a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.
- 16) If a drone will be used for this activity, describe in detail why the drone is necessary to complete the activity and provide specifics on how the drone will be used.
- 17) Estimate number of clients per day or per season.
- 18) Attach a Plan of Operation, if required. Most repetitive activities do not require a Plan of Operations for each visit. In addition, permit renewals may not require a Plan of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office listed where the activity is going to be conducted to determine if a Plan of Operations is required.
- 19) Attach trip schedule, if required. Most repetitive activities will require trip schedules for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if trip schedules are required.
- 20) Specifically identify types and numbers of licenses and attach a copy, as required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses required, and to coordinate the simultaneous application for multiple types of licenses. We may process this Special Use Permit while licenses are being sought, but we may or may not issue the Special Use Permit until appropriate licenses are obtained.
- 21) Specifically identify names, types, carriers of insurance, and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of insurance required, and to coordinate obtaining several types of insurance simultaneously with this permit. We may or may not issue this Special Use Permit while other types of insurance are being obtained.
- 22) Specifically identify types and numbers of other certifications and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of certifications required, and to coordinate the simultaneous application of multiple certifications. We may or may not issue this Special Use Permit while other certifications are being obtained.
- 23) Specifically identify types and numbers of other State, Federal or tribal permits and attach copies, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of permits required, and to coordinate the simultaneous application of multiple State, Federal or tribal permits. We may process this Special Use Permit while other State, Federal or tribal permits are being sought, but we may or may not issue the Special Use Permit until other appropriate State, Federal or tribal permits are obtained.
- 24a-24b) Provide name(s) of any personnel required to stay overnight, if applicable.
- 25) Identify all equipment and materials that will be used, if required. Most repetitive activities do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.
- 26a-26d) Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.
- 27a-27b) Identify specific location(s) of fuel cache(s) (GPS coordinates preferred), if required.
- 28a-28b) Attach safety plan if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a safety plan.
- 29) Specifically describe onsite work and/or living accommodations, if required. Include descriptions and locations (GPS coordinates preferred) of spike camps or other remote work and/or living accommodations that are not part of the base of operations. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of on-site work and/or living accommodations.

30) Specifically describe onsite or offsite hazardous material storage, or other material storage space (including on and offsite fuel caches), if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of hazardous material storage or other on-site material storage.

31) Print the application (if using the fillable version). Date and sign the application and return to refuge for processing. By signing this application, you agree your operations will conform to the information you have provided in this application, and understand that any deviations or changes to this information must receive prior written approval. The refuge official will review and, if approved, fill out a Special Use Permit, sign, and return a copy to you for signature and acceptance.

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON THE NWRS**

14) Describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity (Notice). In addition, if applicable, please identify how your proposed activity is different from the description of the cooperative agricultural opportunity outlined in the Notice.

18) Does not need to be filled out at time of application. However, this section must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

Logistics and Transportation

24a-30) Do not need to be filled out at time of application. However, these sections must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

**THIS APPLICATION FORM IS NOT VALID AS A PERMIT
BUT MAY BE USED AS A REFERENCE DOCUMENT ATTACHED TO THE OFFICIAL PERMIT.
ONLY OFFICIAL REFUGE PERSONNEL MAY ASSIGN A VALID PERMIT NUMBER AND PERMIT TERM
TO THIS APPLICATION FORM AFTER THE PERMIT HAS BEEN APPROVED.**