

Patoka River National Wildlife Refuge Management Area –Attachment 1 Special Conditions for Farming

- A. The government share of the total farm acreage will consist of services including maintaining field buffers and drainages and paying for seed and planting for habitat restoration on the site as specified by Refuge staff. See **Attachment 2** for the total farmable acreage of crop for each Farm Unit.
- B. Cooperator is required to implement and/or maintain site specific Best Management Practices (BMPs):
1. Land alterations included but not limited to, ditching, land leveling, filling, and clearing will be done only upon approval of Refuge Manager.
 2. No disking is allowed without prior approval from Refuge Manager.
 3. All buffer strips will be mowed, disked, and sprayed up to 1-2 times annually at the request of Refuge staff.
- C. The use of GMO (genetically-modified organisms) crops is not allowed on the Refuge.
- D. No neonicotinoid-treated (or other insecticide-treated) seed can be used. Neonicotinoids are a class of insecticides chemically similar to nicotine. They are marketed and distributed in various forms including sprays, powders and seed treatments. Trade names containing neonicotinoids may include (but are not limited to) Acceleron®, Acetamiprid®, Actara®, Adage®, Adjust®, Admire®, Advantage®, Alpine®, Arena®, Assail®, Belay®, Calypso®, Celero®, Centric®, Clutch®, Confidor®, Cruiser®, Dinotefuran®, Encore®, Flagship®, Gaucho®, Helix®, Inside®, Intruder®, Ledgend®, Merit®, Meridian®, Nipsit®, Platinum®, Poncho®, Pravado®, Premise®, Regent®, Safari®, Scorpion®, Titan®, Touchstone®, Tristar®, and Venom®. Active ingredients include: acetamiprid, clothianidin, dinotefuran, imidacloprid, nithiazine, sulfoxaflor, thiacloprid, and thiamethoxam.
- E. An approved Pesticide Use Proposal is required before pesticide application and the Cooperator is required to follow associated guidelines:
1. See attached list for chemicals that will be available for approval through an Annual Pesticide Use Permit (**Attachment 8**). This list normally stays the same each year, but could be adapted due to Regional Herbicide Policy changes. Requests for pesticides that are not on the approved list should be made as soon as possible and accompanied with detailed justification. Approval of chemicals not occurring on the list cannot be guaranteed by the Service.
 2. Pesticides/herbicide may not be applied until an approved Annual Pesticide Use Permit for the chemical has been received by the Cooperator.
 3. Chemical application on any other vegetation is prohibited.
 4. Pesticide label application instructions will be adhered to and efforts will be made by the Cooperator to reduce use of chemicals through alternative nonchemical pest control techniques.

- 5. The Cooperator is required to report pesticide application on the Harvest Report (**Attachment 6**) and furnish to Refuge Manager by **December 31**.
- 6. Misuse of approved chemicals or use of any unapproved chemicals will result in termination of this farming agreement.
- F. The Cooperator may begin farming operations **March 15**.
- G. The permittee is required to notify Refuge Manager of enrollment in FSA program(s). All acreage reporting will be the responsibility of the permittee.
- H. Additional acreages may be added to Farm Units upon agreement between the Refuge Manager and Cooperator (i.e. newly acquired Refuge lands still in agriculture). Likewise, acreages can be subtracted from Farm Units upon agreement between the Refuge Manager and Cooperator. Any changes in bid package acreages will be made in writing, by an addendum, which is attached to and becomes part of the agreement.
- I. Cooperator agrees that the agricultural crops of the type and acreages specified in the Farm Unit Crop Plan must be planted, cultivated, and harvested during the year of the agreement. Should weather conditions limit planting time frames for a particular crop (i.e. fields are too wet planting corn in time), crops may be substituted with prior approval from the Refuge Manager. Changes in the agreement must be made prior to planting, in writing by an addendum, which is attached to and becomes part of the agreement.
- J. All crops shall be planted and harvested as early as possible with a target date for completion of harvesting operations of **November 15**. Refuge crops will be fertilized at the same rate as the Cooperator's and receive every other like kind treatment (crop scouting, pesticides, tillage, etc.).
- K. The Cooperator will abide by all appropriate State and Federal regulations pertaining to storage, use, and disposal of hazardous materials (oils, solvents, pesticides, pesticide containers, etc.). The Cooperator will immediately notify Refuge Manager in event of any accidental hazardous material release and take appropriate measures to contain the release.
- L. Burning of any kind is not permitted on the refuge by the Cooperator.
- M. Any violation of these conditions will be grounds for termination or non- renewal of this agreement.

I understand and agree to all special conditions of the Cooperative Farming Agreement.

X

Cooperator's Signature

X

Date