

Partners for Fish and Wildlife Program

Fish and Wildlife Habitat Restoration Agreement

This fish and wildlife habitat restoration agreement, dated _____ between _____ (Cooperator), the U.S. Fish and Wildlife Service (Service), and _____ pursuant to authority contained in Section I of the Fish and Wildlife Coordination Act (16 U.S.C. 661) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j).

This agreement allows the Service and/or its Partners to undertake fish and wildlife habitat restoration activities on land owned by the Cooperator in _____ County, State of New York. These activities are described in Appendix A and are depicted on site plan drawings and maps. The Cooperator agrees to place _____ acres or feet (please indicate), as depicted in Appendix A, under this agreement for _____ years beginning on _____ (day/month/year) and ending on _____ (day/month/year).

In signing this agreement, the Cooperator joins as a participant in a fish and wildlife habitat restoration program and grants to the Service or its designees, the authority to complete necessary habitat restoration, creation, or improvement activities or to personally carry out fish and wildlife habitat activities with financial or material support from the Service or its Partners, as described in Appendix A. The site plan drawings included in Appendix A indicate pre-restoration site conditions and work to be completed.

The estimated construction costs of the habitat project and the amount contributed by the Service and its Partners are identified in Appendix B. Any donation of supplies or equipment, or direct payment from the Service or its Partners to the Cooperator for carrying out these activities, is also identified in Appendix B. If the cooperator is being reimbursed for actions taken as part of this agreement, these actions will also be described in Appendix B.

The Cooperator grants the Service and its Partners vehicular access to the site at reasonable times for conducting project-related activities, such as inspecting completed work, surveying wildlife populations, operation of structures, etc. The Cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.

The Cooperator assumes responsibility for all maintenance after the initial habitat work is completed, except for initial maintenance required because of inadequate Service or its Partners. Inadequate construction performed by the Cooperator under the special provisions in Appendix B must be rectified by the Cooperator at his/her expense.

Modification to the original habitat site plan that the Cooperator may want to undertake shall require the written concurrence of the Service. However, in the event of a natural catastrophe or other natural circumstances beyond the control of the Cooperator which cause damages to the dike, water control structure, or other constructed or installed components of the restoration site, the Cooperator will not be required to repair these damages.

The agreement may be modified at any time by mutual consent. It may also be terminated in writing by either party with thirty (30) days receipt of the written notice. Any written notice to the Service shall be sent to the Assistant Regional Director - Ecological Services, U.S. Fish and Wildlife Service, 300 Westgate Center Drive, Hadley, Massachusetts 01035. Any written notice to the Cooperator shall be sent to:

If this agreement is terminated by the Cooperator, the Cooperator will reimburse the Service and its Partners for their project construction costs, as identified in Appendix B. If the agreement is terminated in writing by the Service, then the Service may at its option remove any habitat restoration structures placed on the land.

The termination date of the agreement will determine when obligations between the parties shall end. For most freshwater wetlands restored under the terms of this agreement, this termination will initiate the 5-year grace period under which the Cooperator may convert the wetlands to its pre-restoration drained condition, as allowed by Nationwide Permit No. 27, issued by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act. Final determination about the applicability of Nationwide Permit No. 27 to any wetlands restored under this agreement lies with the Corps of Engineers. It is the responsibility of the Cooperator to contact the Corps of Engineers to receive that determination. The Cooperator is advised that State and/or local regulations may either prohibit or may require a permit to convert a restored wetland to its pre-restoration drained condition.

At the end of the agreement period, any habitat developments to the land will become the property of the Cooperator. There shall be no obligation to any of the parties after the agreement has expired. Specifically, the Service will be under no obligation to restore the land to its original condition.

Restoration of wetlands under this agreement cannot be credited as mitigation required for the receipt of Federal, State, or local wetlands permits.

The Cooperator guarantees ownership of the above-described land and warrants that there are no outstanding rights which interfere with the rights of the Service or its Partners under this agreement.

In the event the Cooperator transfers any of the lands designated and described in the attached site plan map, he/she shall take such steps as are necessary to inform the purchaser of the existence of this agreement. Additionally, and deed, lease, or other instrument of transfer will be made subject to this agreement so that the new landowner shall become the Cooperator.

The Cooperator will notify the Service of any changes in ownership.

The Service is prohibited by law from making obligations that exceed available funds, and therefore the Service can only do that work which is funded. In the event funds are not available to do the habitat restoration work within the period of time or in the manner described on the attached site plan, the Service will notify the Cooperator of that fact.

Signature by the parties to this agreement signifies understanding of each parties rights and responsibilities.

Cooperator Date

Cooperator Date

Field Representative Date
U.S. Fish and Wildlife Service

Project Leader Date
U.S. Fish and Wildlife Service

Attached:
Appendix A - Restoration Plan, Topo Maps, Site Plan Drawings.
Appendix B - Cost Estimates, Partners Contributions, Special Provisions

If there are other partners, please have them sign below.

NAME DATE

TITLE/ORGANIZATION _____

NAME DATE

TITLE/ORGANIZATION _____

NAME DATE

TITLE/ORGANIZATION _____

NAME DATE

TITLE/ORGANIZATION _____