

United States Department of the Interior
U.S. Fish and Wildlife Service
Special Use Application and Permit

2. Application Date 03 June 2010

3. Period of Use Applying for:

1. Breton National Wildlife Refuge From: Jun 3, 2010 To: Oct 31, 2010

4. Applicant Information:

Name Kristi Cantu Phone: 225-342-0242
Organization: State of Louisiana, Coastal Protection & Restoration Authority Fax: 225-342-9417
Address: P.O. Box 44027 email
City/State/ZIP Baton Rouge, LA 70804-4027

5. Purpose of the Permit Application:

☐ Agriculture ☐ Commercial Visitor Services ☒ Other (describe)
☐ Commercial Activities ☐ Commercial Filming
☐ Research/Monitoring ☐ Special Event
Construction of protective sand berm

6. Describe the above activity as specifically as you can.

Include: Where the activity will take place (units, roads, trails); When (seasons, days, hours); How (methods, techniques, transportation); Frequency (one time only, daily, occasionally); Number of people/vehicles/boats; Special Needs/access
Researchers may be required to supply a research proposal.

Project will create a sand berm using native materials in the nearshore waters of Breton NWR with potential for spoil deposition on emergent lands and beach front of the Chandeleur Islands and other refuge lands. Sand berm will be approx. 6 feet high with a 25 foot wide crown and 327 foot wide base, and approx. 20-25 miles in length in the vicinity of the island(s). Depending on fluidity and mobility of materials used, base may be wider than indicated with potential to impact additional refuge lands. Berm will initially create approx. 60-75 acres of sandy beachfront habitat along the Gulf side of the main Chandeleur Island(s). Purpose of construction is to create a physical barrier to prevent oil from the MC-252 release from impacting beach, dune, back barrier marsh, tidal flats, and seagrass beds of Breton NWR. Berm will also provide same protection to marshes located west of the proposed construction location. Project will be constructed using offshore dredging equipment including but not limited to hopper and cutterhead dredges. This is a one time only project for purposes of this permit. Construction to follow attached proposal and attached special conditions. Construction to start within 24 hours of permit approval and signature.

7. Print Form

8. Applicant Signature:

Date:

Print this form and return it to the refuge for processing. Do not fill out any information below this line.

For Official Use Only

Application approved: ☒ yes ☐ no

Special Conditions See attached

Station Number 43556

Permit Number 43556-10-01

Record of Payments: ☐ Payment exempt ☐ Partial payment ☐ Full payment

Amount of payment

Record of partial payments:

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the above signed, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions, and requirements appearing on the reverse side.

Permit Approved and Issued By: (name and title)

Date:

Notice

In accordance with the Privacy Act (5 U.S. C. 552a) and the Paperwork Reduction Act (44 U.S. C. 3501), please note the following information:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S. C. 668dd-ee) as amended, and the Refuge Recreation Act (16 U.S. C. 460k-460k-4).
2. The information that you provide is voluntary; however submission of requested information is required to evaluate the qualifications, determine eligibility, and document permit applicants under the above Acts. It is our policy not to use your name for any other purpose. The information is maintained in accordance with the Privacy Act. All information you provide will be considered in reviewing this application. 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). Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. Response is not required unless a currently valid Office of Management and Budget (OMB) control number is displayed.
3. 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.
4. The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.
5. Routine use disclosures may also be made: (a) to the U.S. Department of Justice when related to litigation or anticipated litigation; (b) of information indicating a violation or potential violation of a statute, rule, order, or license to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulations, order, or license; (c) from the record of the individual in response to an inquiry from a Congressional office made at the request of the individual (42 FR 19083; April 11, 1977); and (d) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48 FR 54716; December 6, 1983).
6. 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. This information collection has been approved by OMB and assigned control number 1018-0102. The public reporting burden for this information collection varies based on the specific refuge use being requested. The relevant public reporting burden estimate for the Special Use Permit Application form is estimated to average one hour per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments on this form should be mailed to the Information Collection Clearance Officer, Mail Stop 222, Arlington Square, U.S. Fish and Wildlife Service, Arlington, Virginia, 22203. Thank you.

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 permits the Service to carry on whatever activities are 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 the premises and other 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 Service and the permit shall not be used for speculative purposes.
5. **Compliance:** The 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 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, all money paid under this permit shall be retained by the Government 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 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 Service representative, reserving, however, the rights specified in paragraph 11. If he/she fails to do so, he/she will pay the government, 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. 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 Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9. Revocation Policy: This permit may be revoked by the Regional Director of the Service 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 Service, by and through any authorized representative, may take possession of the 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 United States shall not be responsible for any loss or damage to property including, but not limited to, growing crops, animals, and machinery or injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies 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 Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge 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 must also 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 United States.

12. Collected Specimens: You may use specimens collected under this permit, any components of any specimens (including natural organisms, enzymes, genetic materials or seeds), and research results derived from collected specimens for scientific or educational purposes only, and not for commercial purposes unless you have entered into a Cooperative Research and Development Agreement (CRADA) with us. We prohibit the sale of collected research specimens or other transfers to third parties. Breach of any of the terms of this permit will be grounds for revocation of this permit and denial of future permits. Furthermore, if you sell or otherwise transfer collected specimens of any components without a CRADA, you will pay us a royalty rate of 20 percent of the gross revenue from such sales. In addition to such royalty, we may seek other damages and injunctive relief against you.

Instructions for Completing Application:

You may complete the application portion electronically and submit to the refuge for review.

1. Enter the name of the refuge at which you are applying for a permit.
2. Under Application Date, fill in the date of application.
3. Under Period of Use, fill in the date(s) for which the activity is requested (inclusive)
4. Under Applicant Information, fill in your name, organization (if applicable), address, phone, fax, and email.
5. Under Purpose, check one of the following categories:
 - a. Agriculture - haying, grazing, crop planting, logging, beekeeping, and other agricultural products.
 - b. Commercial activities - commercial fishing, trapping, and other commercial activities.
 - c. Research/Monitoring - any investigations or monitoring projects proposed for the refuge.
 - d. Commercial filming - audio, video, and photographic products with a monetary value.
 - e. Commercial visitor services - outfitters/guides; for hunting, fishing, canoeing, kayaking; and other visitor services.
 - f. Special Events - weddings, fishing tournaments, one-time events, and other special events.
 - g. Other - specify any other activity(ies) not mentioned above.
6. Under Describe the Above Activity, provide detailed information on the activity, including locations, times, methods, routes of travel, number of people, types and number of vehicles, etc. If you are proposing a research project, you may be asked to submit a research proposal. Contact the refuge for details.
7. Click on the Print button to print the application (if using the fillable version).
8. Under Applicant Signature and Date, sign and date the application, then submit to the refuge per their instructions (fax, mail, in-person)
9. The refuge official will review and, if approved, fill out the remaining information, sign, and return a copy to you.

The form is not valid as a permit unless it includes refuge approval, a station number, a refuge-assigned permit number, and is signed by a refuge official.

Special Use Permit Conditions

1. All work must be completed in accordance with the NOD 20 General Permit for Emergency Operations issued by the U.S. Army Corp of Army Engineers, or such changes to said permit as may be agreed upon in writing by the permittee, U.S. Army Corp of Engineers, and the Refuge Manager, Breton National Wildlife Refuge.
2. The refuge manager is the coordinating official having immediate jurisdiction and administrative responsibility for the refuge lands and property. The permittee must coordinate all entry onto these premises with the refuge manager, or his/her authorized representative. Before work may begin, including moving in equipment, notification of the staff at Breton National Wildlife Refuge must occur by phone at (985) 882-2000.
3. All refuge regulations will be in force, and the permittee is responsible for the actions of all surveyors, employees, contractors, and support personnel. Feeding wildlife is prohibited. . No pets or other animals are allowed on the refuge. Violations of applicable laws or regulations may subject the permittee and his or her employees to prosecution under State and/or Federal laws, and put this permit in jeopardy.
4. The failure of the United States or the Service to require strict performance of the terms, conditions, covenants, agreements, or stipulations of this permit, in the exercise of the permittee's authorized activities on National Wildlife Refuge lands will not constitute a waiver or relinquishment of the right of the United States to strictly enforce thereafter such terms, conditions, covenants, agreements or stipulations which shall, at all times, continue in full force and effect.
5. The permittee will save, hold harmless, defend, and indemnify the United States of America, it's agents and employees for loses, damages, or judgements, and expenses on a bodily injury, death, or property of any nature whatsoever, and by whomsoever made, arising out of the actions, or failure to act, by the permittee, it's employees, contractors, subcontractors or agents with respect to the exercise of permittee's activities on the refuge.
6. The permittee will follow all applicable State and Federal laws and current industry standards.
7. Killing or harassing wildlife is prohibited. It is illegal to molest or destroy the home or dens of wildlife. The permittee will keep the effects to fish, wildlife, and the environment to an absolute minimum.
8. Littering is prohibited. The permittee must remove all refuse each day of operations. All boats are required to have refuse containers to carry out trash daily.
9. The refuge manager and/or staff can at any time inspect all refuge sites occupied by the permittee.

10. If additional work is determined to be required, an additional written request must be made and an amendment may be added if approved by the refuge manager. All work must cease until approval is granted.
11. All equipment and items placed on the refuge must be removed upon non-use, cessation of work, or upon completion of project.
12. All vessels or barges must carry a copy of this permit including the map and the special use permit conditions.
13. The Dredge material is approved, to be taken per the NOD 20 Permit, from the St. Bernard Shoal and Hewes point. However it cannot be taken from the footprint of the previous shoreline of the Chandeleur Islands as shown in the attached Map.
14. The Applicant will provide a third party consultant/observer not otherwise contractually obligated to the applicant to be present to ensure all work is in compliance with this permit and the NOD 20 Permit.
15. The dredged material may be placed up to the shoreline of existing islands but cannot overtop them.
16. Except in the case of emergency, all equipment and personnel shall remain within the confines of the authorized project boundary. Storage of equipment and or materials on refuge lands outside the confines of the project boundary is not authorized.
17. Permittee shall provide to the refuge, aerial and/or other suitable imagery of the project area both pre- and post-project construction. Imagery shall be of suitable resolution to detect features at the 1 meter scale or smaller.
18. All other refuge rules and regulations apply.



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