DEPARTMENT OF THE ARMY
PERMIT TO FISH AND WILDLIFE SERVICE
TO USE PROPERTY LOCATED ON
JEFFERSON PROVING GROUND
MADISON, INDIANA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, hereby grants to the United States Fish and Wildlife Service (USFWS), hereinafter referred to as the Grantee, a permit for the establishment of a National Wildlife refuge at Jefferson Proving Ground (JPG), Indiana, over, across, in and upon the lands identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises. The Secretary and the Grantee are collectively hereinafter referred to as the "Parties".

THIS PERMIT is granted subject to the following conditions.

1. This permit is hereby granted for a term of twenty-five (25) years, beginning 1 July 2000 and ending 30 June 2025, with renewable ten (10) year periods upon mutual agreement of the Parties. This permit may be terminated earlier, by either the Secretary or Grantee, by providing one hundred eighty (180) days' written notice.

2. The consideration given by the Grantee is the management of the premises as a National Wildlife Refuge as well as the care and maintenance of the premises as specified in the Memorandum of Agreement (MOA) attached hereto as Exhibit "B" and made a part hereof.

3. All correspondence and notices to be given pursuant to this permit shall be addressed, if to the Grantee, to USFWS, Bishop Henry Whipple Federal Building, 1 Federal Drive, Ft. Snelling, Minnesota 55111 (Attn: Mr. John Christian) and, if to the Secretary, to the District Engineer, Louisville District, P.O. Box 59, Louisville, Kentucky 40201 (Attn: CELRL-RE-C), with a copy furnished to the Jefferson Proving Ground (JPG) Commander, Newport Chemical Depot, P.O. Box 160, Newport, Indiana 47966-0160, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid

and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. The use and occupation of the premises shall be without cost or expense to the Department of the Army and under the general supervision of the JPG Commander and in accordance with the terms and conditions of the MOA. In the event of a conflict between the MOA and this permit, the MOA shall be the controlling instrument.

5. The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that same is granted without any representations or warranties whatsoever and without obligation on the part of the Department of the Army, except as provided in the MOA.

6. In accordance with the MOA, the Grantee shall, at its own expense and without cost or expense to the Department of the Army, maintain and keep the premises at a level sufficient to support Refuge operations and in accordance with the tasks in Enclosure 5 of the MOA.

7. The Department of the Army shall not be responsible for providing utilities to the Grantee and it shall be the Grantee's responsibility for obtaining any utilities necessary for its use and occupation of the premises at no expense to the Department of the Army.

8. No additions or alterations of the premises shall be made without the prior written approval of the District Engineer.

9. On or before the expiration of this permit or the termination by either party, in accordance with paragraph one (1), the Grantee shall vacate the premises, remove its property therefrom and restore the premises to a condition satisfactory to the District Engineer, ordinary wear and tear and damage beyond the control of the Grantee excepted.

10. The Grantee shall comply with all applicable Federal, state, interstate, and local laws and regulations wherein the premises are located.

11. The Army will provide the Grantee with baseline information concerning the environmental condition of the premises in accordance with paragraph III 1(a) of the MOA documenting the known history of the property with regard to storage, release or disposal of hazardous substances

on the property. Upon expiration or termination of this permit, the Grantee shall, at its own expense and without cost or expense to the Department of the Army, document any storage, release or disposal of hazardous substances in excess of 40 CFR Part 373 reportable quantities and any petroleum products in excess of 55 gallons. A comparison of the two assessments will assist the Army in determining any environmental restoration requirements of the Grantee. Any such requirements will be completed by the Grantee in accordance with the Environmental Remediation provisions in the MOA and paragraph nine (9) of this permit.

12. It is understood that the requirements of this permit pertaining to maintenance, repair, protection, and restoration of the premises and providing utilities and other services shall be effective only insofar as they do not conflict with the MOA or any other agreement pertaining to such matters made between local representatives of the Army and Grantee in accordance with existing regulations.

13. Access to and use of JPG shall be controlled in accordance with the Grantee's Interim Public Access Plan for the Proposed Big Oaks National Wildlife Refuge included in the MOA and attached hereto as Exhibit "C". The Army must first approve any variation from this Plan and a revised Site Access Plan shall be made a part of this permit.

14. The Grantee shall not use the premises for the storage, treatment or disposal of non-Department of Defense owned hazardous or toxic materials as defined in 10 U.S.C. 2692, unless authorized under 10 U.S.C. and properly approved by the Government.

15. The Grantee is hereby informed and does acknowledge that all buildings on the premises, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. For those buildings the Grantee uses and occupies, it shall comply with all applicable Federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. The Grantee shall restrict access (e.g., secure buildings to the extent practical, post warning signs, etc.) to all unoccupied buildings except those buildings located in UXO Restricted Areas (see Site Map at MOA Enclosure 1). The Grantee shall restrict access to the UXO Restricted Areas in accordance with the Site Access Plan. The Grantee shall not permit the use of any of the buildings or structures on the premises for residential habitation. Residential habitation does not include use of the Old Timbers

Lodge for conference purposes including overnight visits on a non-permanent basis. The Grantee assumes all lead-based paint related liability arising from its use of the premises.

16. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing materials (ACM) has been found on the premises. The Grantee acknowledges that it will inspect any building it proposes to occupy as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall restrict access (e.g., secure buildings to the extent practical, post warning signs, etc.) to all unoccupied buildings except those buildings located in UXO Restricted Areas (see Site Map at MOA Enclosure 1). The Grantee shall restrict access to UXO Restricted Areas in accordance with the Site Access Plan. The Grantee shall be deemed to have relied on its own judgment in assessing the condition of the premises with respect to any asbestos hazards or concerns. The Grantee covenants and agrees that its use and occupancy of a building will be in compliance with all applicable laws relating to asbestos. The Grantee assumes all asbestos related liability arising from its use of the premises.

17. The Grantee does not plan to occupy any buildings this fiscal year; however, Exhibit "D" attached hereto identifies Road & Bridge Maintenance Commitments for FY 2000. This information will be updated at least annually by the Grantee.

THIS PERMIT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Army this 30th day of JUNE 2000.

Michael G. Barter

MICHAEL G. BARTER
Chief, Real Estate Division
Louisville District, Corps of Engineers
Louisville, Kentucky

This permit is also executed by the Grantee this 27 day of June 2000.

U.S. FISH AND WILDLIFE SERVICE

By: _____

Title: Assistant Regional Director
Indiana/Michigan/Ohio and
Wisconsin

JEFFERSON PROVING GROUND
SITE MAP

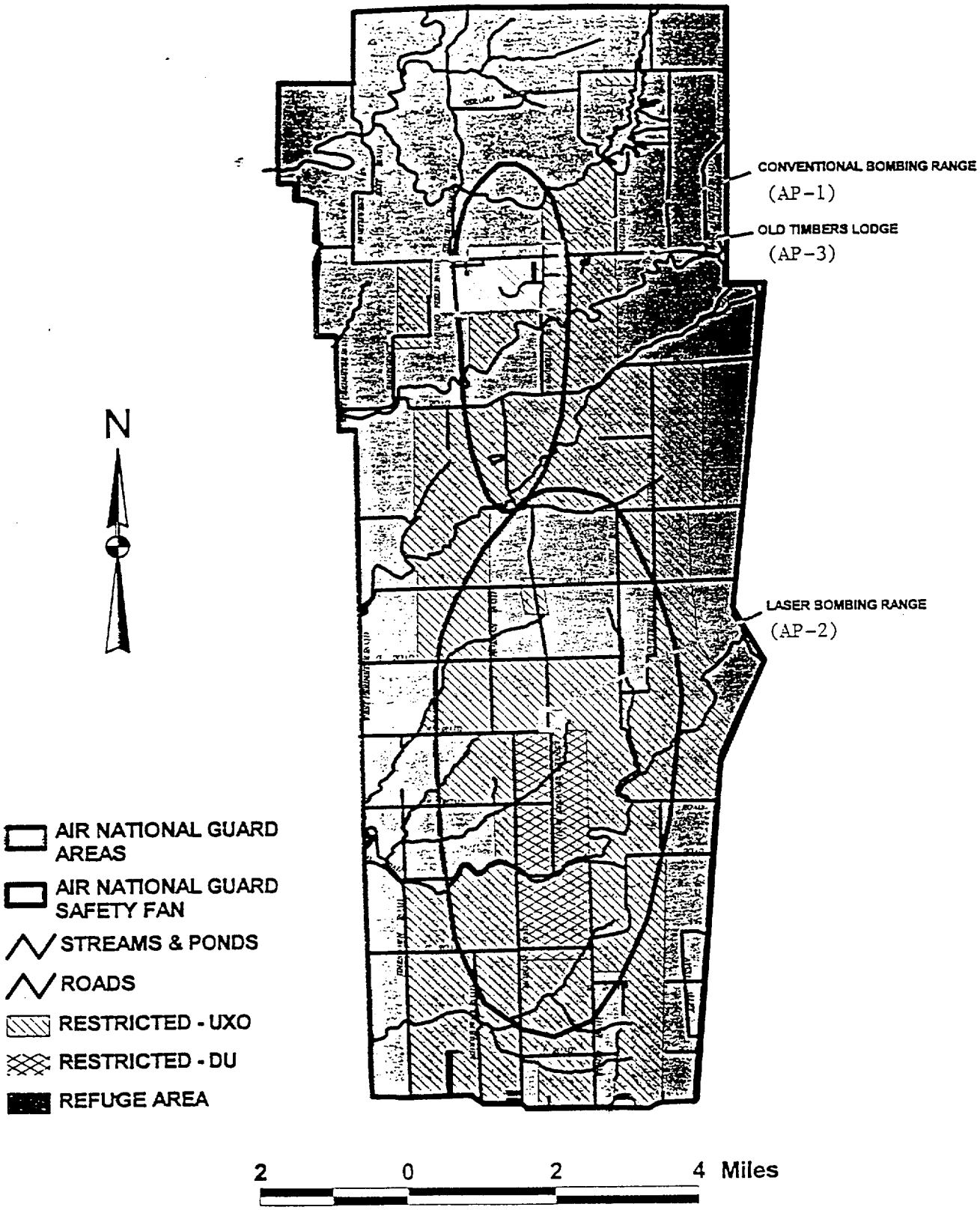


EXHIBIT A

PERMIT AREA NO. AP-1
FOR U.S. AIR FORCE

JEFFERSON PROVING GROUND
MILITARY RESERVATION
JEFFERSON COUNTY, INDIANA

PERMIT DESCRIPTION

Situate in the State of Indiana, County of Ripley, Township of Shelby, Township 6 North, Range 10 East, in parts of Sections 4 and 5, and Township 7 North, Range 10 East, in parts of Sections 32 and 33, in the Jefferson Proving Ground reservation, and more particularly described with referenced to the attached map showing coordinates based on the Universal Transverse Mercator (UTM) Metric Grid Coordinate System (NAD 27), Zone 16S, as follows:

Beginning at a point having an approximate UTM value of FU634749E/4318620N, said point being in the center of 'K' Road at the eastern boundary of the County of Ripley, and being at or near the west quarter corner of said Section 32; thence

North 88 degrees 13 minutes 20 seconds East 741.36 meters to a point having an approximate UTM value of FU635490E/4318643N; thence

North 00 degrees 32 minutes 51 seconds West 314.01 meters to a point having an approximate UTM value of FU635487E/4318957N; thence

East 2,118.00 meters to a point having an approximate UTM value of FU637605E/4318957N; thence

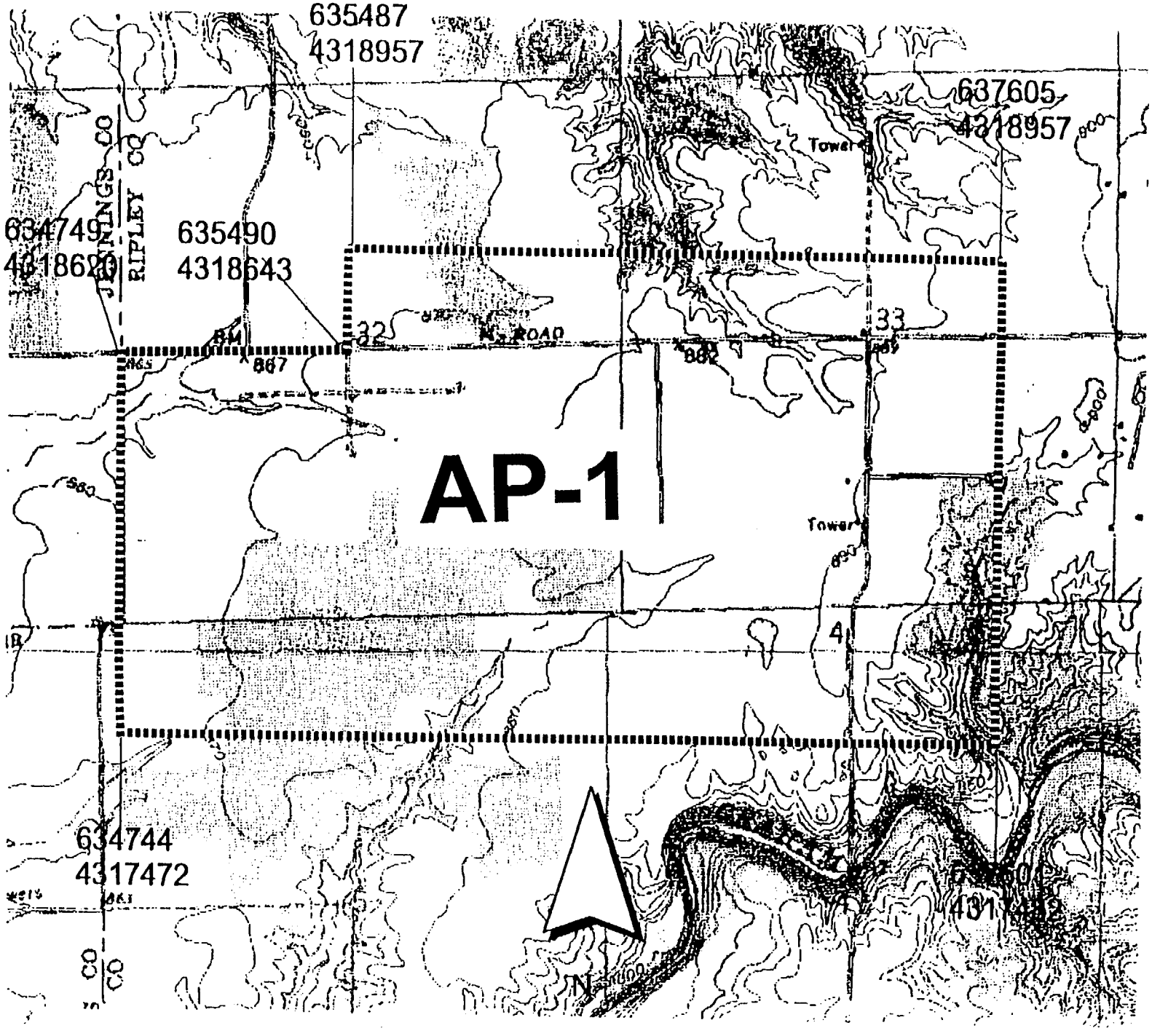
South 00 degrees 09 minutes 19 seconds West 1475.01 meters to a point having an approximate UTM value of FU637601E/4317482N; thence

South 89 degrees 47 minutes 58 seconds West 2,857.02 meters to a point having an approximate UTM value of FU634744E/4317472N; thence

North 00 degrees 14 minutes 58 seconds East 1,148.01 meters to the point of beginning, containing 398.611 hectares (984.967 acres), more or less.

15 June 2000, BLB; Rev 23 June 2000, BLB (3,4)

ANG Jefferson Range Area



PERMIT AREA NO. AP-2
FOR U.S. AIR FORCE

JEFFERSON PROVING GROUND
MILITARY RESERVATION
JEFFERSON COUNTY, INDIANA

PERMIT DESCRIPTION

Situate in the State of Indiana, County of Ripley, Township of Shelby, Township 6 North, Range 10 East, in part of Section 33, in the Jefferson Proving Ground reservation, and more particularly described with referenced to the attached map showing coordinates based on the Universal Transverse Mercator (UTM) Metric Grid Coordinate System(NAD 27), Zone 16S, as follows:

Beginning at a point having an approximate UTM value of FU637038E/4308284N, said point being 205 meters west of Center Recovery Road and 90 meters north of 'F' Road; thence

North 00 degrees 46 minutes 21 seconds West 445.04 meters to a point having an approximate UTM value of FU637032E/4308729N; thence

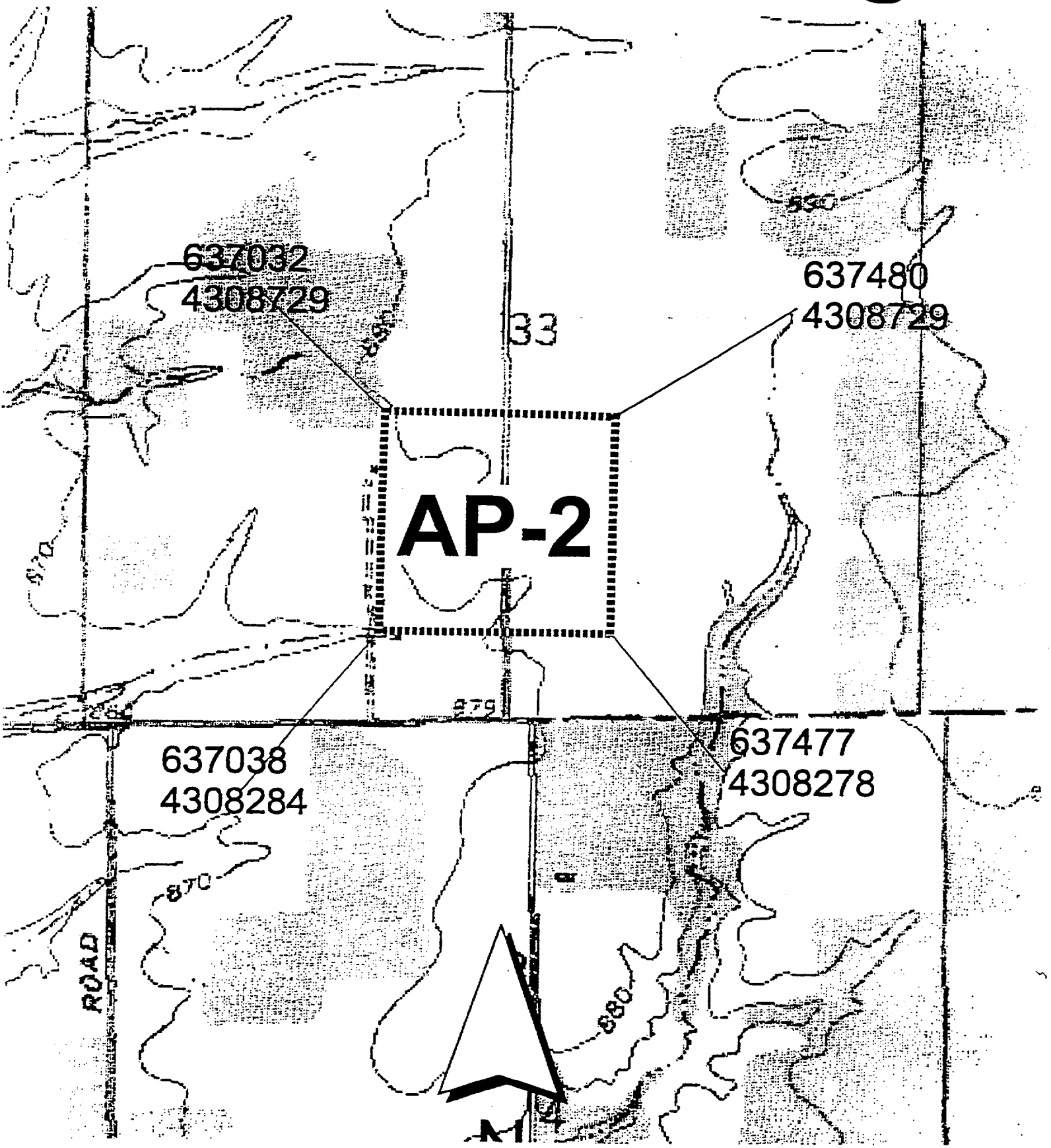
East 448.00 meters to a point having an approximate UTM value of FU637480E/4308729N; thence

South 00 degrees 22 minutes 52 seconds East 451.01 meters to a point having an approximate UTM value of FU637477E/4308278N; thence

North 89 degrees 13 minutes 01 seconds West 439.04 meters to the point of beginning, containing 19.869 hectares (49.096 acres), more or less.

15 June 2000, BLB; Rev 23 June 2000, BLB (3,4)

50-acre PGM Target



PERMIT AREA NO. AP-3
FOR U.S. AIR FORCE

JEFFERSON PROVING GROUND
MILITARY RESERVATION
JEFFERSON COUNTY, INDIANA

PERMIT DESCRIPTION

Situate in the State of Indiana, County of Ripley, Township of Shelby, Township 7 North, Range 10 East, in part of Section 34, in the Jefferson Proving Ground reservation, and more particularly described with referenced to the attached map showing coordinates based on the Universal Transverse Mercator (UTM) Metric Grid Coordinate System (NAD 27), Zone 16S, as follows:

Beginning at a point having an approximate UTM value of FU63947E/431876N, said point being 4731.5 meters east of the intersection of 'K' Road with the eastern boundary of the County of Ripley, and being at or near the west quarter corner of Section 32; thence

East 30.0 meters to a point having an approximate UTM value of FU63950E/431876N; thence

South 250.0 meters to a point having an approximate UTM value of FU63950E/431851N; thence

South 84 degrees 17 minutes 22 seconds West 100.5 meters to a point having an approximate UTM value of FU63940E/431850N; thence

South 210 meters to a point having an approximate UTM value of FU63940E/431829N; thence

West 70 meters to a point having an approximate UTM value of FU63933E/431829N; thence

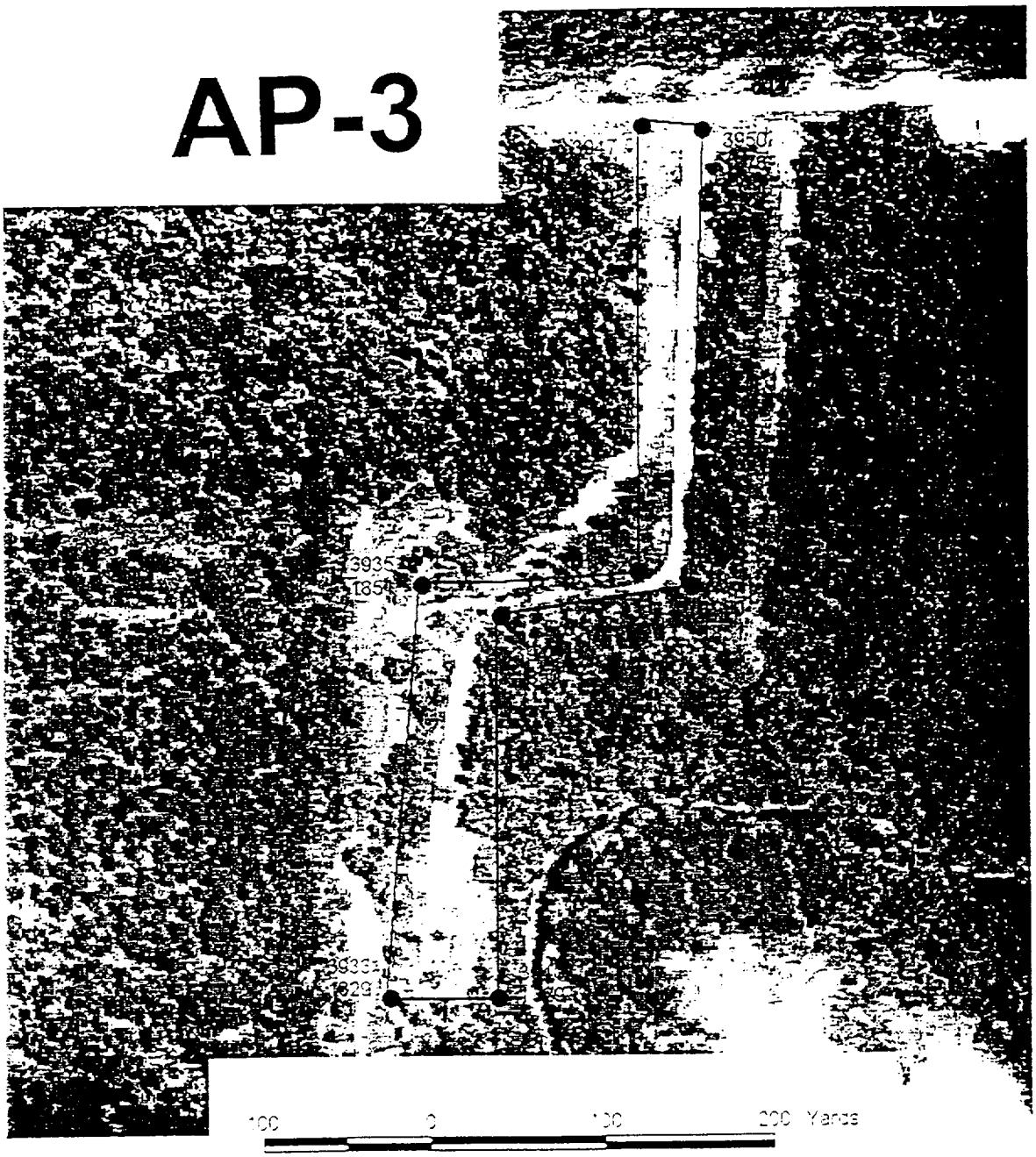
North 05 degrees 11 minutes 40 seconds East 220.9 meters to a point having an approximate UTM value of FU63935E/431851N; thence

North 85 degrees 14 minutes 11 seconds East 120.4 meters to a point having an approximate UTM value of FU63947E/431852N; thence

North 240.0 meters to the point of beginning, containing 2.18 hectares (5.388 acres), more or less.

15 June 2000, BLB

AP-3



OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL # of pages ▶

To Paul Cloud	From K. Smith
Dept./Agency	Phone # 502-315-6963
Fax # 410-436-7445	Fax #

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

JEFFERSON PROVING GROUND FIRING RANGE MEMORANDUM OF AGREEMENT (MOA)

This is a Memorandum of Agreement (MOA) among the Department of the Army (Army), the Department of Air Force (Air Force), and the Department of the Interior-United States Fish and Wildlife Service (FWS), all hereafter collectively referred to as the "parties".

I. BACKGROUND AND PURPOSE

1. As a result of the Base Closure and Realignment Act (BRAC) of 1988, the Army's mission at Jefferson Proving Ground (JPG) terminated in September 1995. The JPG property consists of about 55,000 acres located in southeastern Indiana. It is composed of an approximate 4000-acre cantonment area and an approximate 51,000-acre firing range area (Firing Range). The purpose of this MOA is to establish the framework for authorizing the future use of the Firing Range by the U.S. Fish and Wildlife Service (FWS) and continued use by the Air Force. The cantonment area of JPG is being transferred under the BRAC process and is outside the scope of this agreement.

2. Due to unexploded ordnance (UXO), depleted uranium (DU) and other environmental contamination from past Army activities, the Firing Range area is not suitable for commercial or residential development. Despite the UXO and DU contamination, the Firing Range provides wildlife habitat of regional and national significance. In addition, portions of the Firing Range are being used by the Air Force as a bombing range (Bombing Range). The Bombing Range consists of an approximate 983-acre conventional bombing range and an approximate 50-acre laser bombing range, as well as large safety fans, when in use, for each range and associated air space (see map at Enclosure 1). These safety fans overlay significant portions of the Firing Range and are off limits to unauthorized personnel during flight operations involving training munitions or laser energy. The Air Force Bombing Range activities involve training munitions (i.e. an inert munition with a spotting charge) and laser energy, which have had no known significant adverse impact on the wildlife at the Firing Range. As a result of the unique property conditions associated with the Firing Range, the FWS is interested in establishing a National Wildlife

EXHIBIT B

Refuge (Refuge) to preserve significant wildlife habitat values, and the Air Force requires continued use of the Bombing Range as a mission-essential training facility.

3. In order to support the establishment of the Refuge and the continued use of the Bombing Range, the Army agrees to the following:

a. The Army will grant the FWS a real estate permit for the entire Firing Range except for the Bombing Range and the Old Timbers Lodge and associated acreage (See Enclosure 2).

b. The Army will grant the Air Force a real estate permit for the Bombing Range and the Old Timbers Lodge and associated acreage (See Enclosure 3).

The FWS and the Air Force real estate permits will be subject to the terms and conditions set forth in this MOA.

4. The restoration requirements of this MOA and the permits issued under it are authorized by 10 U.S.C. § 2691.

II. OVER-ARCHING PRINCIPLES

The parties recognize the importance of having periodic meetings/conference calls, at least quarterly, among the Jefferson Proving Ground Commander, the Refuge Manager, and the Bombing Range Commander. The relationships between the parties will be governed by the following overarching principles:

1. The Army will consult and coordinate with the other parties to ensure that all Army activities (e.g., remediation activities, UXO demonstration projects, or other future activities) are consistent with Refuge and Bombing Range activities.

2. The FWS will consult and coordinate with the other parties to ensure that all Refuge activities (e.g., development of the interim public access plan, the comprehensive public access plan, the Comprehensive Conservation Plan, any modifications to a public access plan, reviews of requests to conduct non-FWS activities, refuge management activities, etc.) are consistent with Army and Bombing Range activities. The FWS specifically agrees that Refuge activities will be consistent with existing environmental conditions and will not otherwise increase the Army's environmental remediation costs.

3. The Air Force will consult and coordinate with the other parties to ensure that all Bombing Range activities (e.g., development of the site access plan (including any modifications to the site access plan), reviews of requests to conduct non-Air Force activities, training operations, etc.) are consistent with Army and FWS activities. The Air Force specifically agrees that Bombing Range activities will be consistent with existing environmental conditions and will not increase the Army's environmental remediation costs.

4. Except as otherwise provided in this MOA, all disputes between the parties relating to the terms and conditions of this MOA will be subject to the dispute resolution procedure set forth in Section VI.

III. ARMY RESPONSIBILITIES

1. Environmental Remediation.

a. The Army will provide the FWS and Air Force with baseline information concerning the environmental condition of the Firing Range utilizing such reports as The Final Study Cleanup and Reuse Options (Mason and Hanger Report 1992), the Environmental Sampling Plan for the Open Detonation Unit (1994), The Resource Conservation and Recovery Act Facility Assessment (1992), The Community Environmental Response Facilitation Act Report (1994), The Depleted Uranium Decommissioning Plan (Draft 1999), The Archives Search Report for Ordnance and Explosive Waste Chemical Warfare Materials (1995) and the Environmental Impact Statement for Disposal and Reuse (1995).

b. The Army will retain all authority, responsibility, and liability for remediation of all contamination resulting from past Army activities or present on the Firing Range on the date of this MOA, including UXO, DU, and other contamination. In addition, the Army is responsible for all remediation resulting from present and future site activities as set forth in paragraph III(3). Except as otherwise provided in this MOA, the FWS and Air Force shall not have authority, responsibility, or liability for remediation of UXO, DU, and other contamination (see paragraphs IV(3)(a) and (b), V(6))(a) and (b), and V(8)(b)). The Army shall not be responsible for any environmental requirements resulting from operation of the Refuge or the Bombing Range.

c. For purposes of the regulation proposed as 32 CFR 178, *Closed, Transferred, and Transferring Ranges Containing Military Munitions* (Range Rule), should it become a final rule, and any Department of Defense (DoD) Directive or Instruction relating to closed, transferred, or transferring ranges, to the extent any of them apply to the Firing Range, the Army will remain the "responsible DoD component". Unless otherwise required by the Range Rule or DoD Directive or Instruction, the designation of the Army as the "responsible DoD component" will not alter the parties' liabilities under this MOA.

d. The Army is pursuing a license termination under restricted release conditions for the current license issued by the U.S. Nuclear Regulatory Agency (NRC) for its possession of DU for decommissioning at the Firing Range. This license indicates the licensed material (*i.e.*, DU) is onsite in the area known as the "DU Impact Area", located in the southern portion of the Firing Range. The parties recognize the Army will be solely responsible for finalizing the NRC license termination and conducting any actions required by the License Termination Plan at the Firing Range.

2. UXO.

a. UXO Training Materials. The Army will provide training materials and initial UXO and DU safety training for FWS and Air Force personnel. The training materials will include general information regarding the types of munitions used at the Firing Range but are not intended to be an exhaustive/all inclusive listing. After the training, and based on training materials provided by the Army, the FWS and Air Force will be responsible for providing UXO and DU safety training to all of their respective personnel and visitors based on such training materials and knowledge of the FWS and the Air Force of local site conditions.

b. Emergency UXO Removal. If the FWS or Air Force discovers UXO which poses an imminent and substantial hazard to Refuge or Bombing Range operations (e.g., UXO has migrated to the surface of a roadway), the FWS or Air Force will immediately restrict access to the UXO site and notify the Army. The Army will provide for timely removal of UXO found which it determines to be an imminent and substantial hazard to Refuge or Bombing Range operations. The Army will not be required to remove UXO it determines does not pose an imminent and substantial hazard to Refuge or Bombing Range operations (See Enclosure 4 - UXO Response Standing Operating Procedures [SOP]).

c. Non-Emergency UXO Removal. The FWS and Air Force accept that there is no Army plan or budget authority to remove UXO in the Firing Range. However, the Army will make a good faith effort to request non-emergency UXO removal in connection with Army Reserve and/or Army National Guard training exercises to support Refuge or Bombing Range operations. Any type of non-emergency UXO removal in the Firing Range will be subject to the License Termination Plan as approved by the NRC. The FWS and Air Force recognize that any such Army support is contingent on the availability and timing of Army Reserve or Army National Guard exercises. To obtain Army non-emergency UXO removal support, the FWS and Air Force will follow these procedures:

(1) FWS Non-Emergency UXO Removal Support. The FWS will request non-emergency UXO removal support from the Army. To facilitate the support process, the FWS will incorporate building designs that minimize ground disturbance and will provide the Army a minimum 2-year advance notice of their request to complete non-emergency UXO removal. The Army will make a good faith effort to request UXO removal in connection with Army Reserve and/or Army National Guard Training exercises to support Refuge operations. If the Army is not able to obtain non-emergency UXO removal support as part of a training exercise, the FWS agrees to withdraw its request and terminate any plans/operations requiring non-emergency UXO support.

(2) Air Force Non-Emergency UXO Removal Support. The Air Force may request non-emergency UXO removal support from the Army in accordance with paragraph III 2. c. above or it may conduct its own non-emergency UXO removals. Any Air Force non-emergency UXO removals must be conducted by properly certified personnel and in accordance with Department of Defense Explosive Safety Board (DDESB) and all other applicable requirements. If the Air Force elects to conduct its own non-emergency UXO

removal action, the Army and FWS will have no responsibility for any costs resulting from the UXO removal action.

3. **Future Site Activity.**

The Army is specifically authorized to conduct the following activities on the Firing Range:

a. Army Environmental Restoration Activities. The Army is authorized to conduct environmental restoration and remediation activities to the extent required by law. For purposes of this MOA, environmental restoration and remediation include NRC license termination activities. The Army assumes no liability should its restoration and remediation activities interfere with FWS or Air Force operations.

b. UXO Removal Technology Demonstration Projects. The Army reserves the right to authorize UXO Removal Technology Demonstration Projects and other similar UXO related projects on the Firing Range.

c. Property Administration. The Army reserves the right to enter the property to conduct property administration activities (e.g., site inspections, etc.).

Any Army proposals to conduct other activities on the Refuge or Bombing Range will be processed in accordance with the terms and conditions of this MOA (see paragraph IV(4) or paragraph V(4)).

4. **Future Property Transfer.**

The Army will not transfer fee title or other property interests in the Firing Range without consulting with the FWS and Air Force. If in the future the Firing Range is determined suitable for transfer, the Army shall, to the extent legally authorized, provide the FWS and Air Force the right of first refusal on their respective property interests before conveying any property interests. If the Air Force no longer requires use of the Bombing Range and the property is no longer needed for other military purposes, the Army will offer the FWS a real estate permit for the Bombing Range subject to the same terms of this agreement or any other mutually agreeable terms.

5. **Tort Claims.**

The Army will be responsible for accepting and processing any tort claims for incidents arising out of UXO, DU, or any other conditions related to the Army's past, present, or future use of the Firing Range. The FWS and Air Force will cooperate in providing information relating to any such tort claims. Any liability on the part of parties will be determined in accordance with the Federal Torts Claim Act and other applicable laws.

IV. FWS RESPONSIBILITIES

1. National Wildlife Refuge.

a. The Refuge will be called Big Oaks National Wildlife Refuge. It will be managed as a unit of the National Wildlife Refuge System in accordance with the National Wildlife Refuge Administration Act of 1966 as amended (16 U.S.C. 668 et. seq.) and other applicable laws, regulations, and policies. Following the issuance of the real estate permit, the FWS will be responsible for all natural resource management decisions on the Refuge. As the Refuge includes the DU Impact Area, management of the Refuge will be subject to the License Termination Plan as approved by the NRC.

b. The FWS will develop a Comprehensive Conservation Plan (CCP) outlining its management plan for the Refuge. The CCP will provide natural resource management at a level typical of units of the National Wildlife Refuge System.

c. The FWS will conduct any National Environmental Policy Act (NEPA) analysis required to support establishment of the Refuge.

d. The FWS will be responsible for infrastructure maintenance and repairs as outlined in Enclosure 5 (FWS/Air Force Infrastructure Maintenance Responsibilities).

2. Site Security.

a. The FWS will be responsible for providing UXO, DU and environmental contamination Safety/Awareness Training to all Refuge personnel and visitors (see paragraph III.2.a. above). The FWS will develop an interim public access plan prior to the Army executing a real estate permit. After the interim public access plan, the FWS will develop a comprehensive public access plan that identifies appropriate public uses of the property and ensures that all visitors are provided UXO, DU and environmental contamination Safety/Awareness Training. The public access plan will include: (a) types of public use, (b) UXO, DU and environmental contamination Safety Training protocols (e.g., training materials, training rosters, and waivers), and (c) annual public use reporting requirements. The interim public access plan and the comprehensive public access plan and any revisions will be subject to Army approval.

b. The FWS will provide staffing at a level consistent with the safe operation of the Refuge. With the expectation of limited or no UXO cleanup in the future, public use levels will be low and may be limited to hunting, gathering, fishing, and guided tours as determined by the interim or comprehensive public access plan. All visitors will be escorted or receive a safety briefing on the hazards found on the property. If the FWS fails to maintain adequate public access control, the Army reserves the right to suspend the FWS's right of access to the Firing Range until such time as the FWS takes appropriate corrective action.

3. Environmental Remediation.

a. The FWS shall not be responsible for any environmental requirements related to the Army's past, present, or future activities at the Firing Range or the Air Force activities at the Bombing Range. However, the FWS will be responsible for all environmental compliance and remediation requirements resulting from operation of the Refuge.

b. The FWS shall not be responsible for remediation of UXO, DU, and other environmental contamination related to past, present, or future Army activities, or present on the Firing Range on the date of this MOA, or resulting from Air Force Bombing Range activities. If a FWS Refuge activity will result in increased remediation costs for the Army (e.g. UXO removal, fencing, or site remediation), the FWS shall terminate the activity.

c. The FWS will not undertake any Refuge activities that interfere with the Army environmental remediation program at the Firing Range.

4. Other Activities on the Refuge.

The FWS will be responsible for reviewing all requests to conduct non-FWS activities on the Refuge (i.e. requests from other organizations to conduct activities not otherwise authorized by the CCP), not otherwise allowed by this MOA. All requests for non-FWS activities on the Refuge will be reviewed in accordance with the National Wildlife Refuge Administration Act and other applicable laws, regulations, or policies. The interim or comprehensive public access plan will be revised as necessary to ensure that any approved non-FWS operations on the Refuge are conducted in a safe manner.

5. Tort Claims.

The FWS will be responsible for accepting and processing any tort claims for incidents arising out of its operation of the Refuge. The Army and Air Force will cooperate in providing information relating to any such tort claims. Any liability on the part of the parties will be determined in accordance with the Federal Torts Claim Act and other applicable laws.

V. AIR FORCE RESPONSIBILITIES

1. Air Force Bombing Range.

a. The Air Force will operate a Bombing Range which includes an approximate 50-acre laser bombing range, an approximate 983-acre conventional bombing range, and the Old Timbers Lodge with associated acreage of approximately 5 acres, which shall be excluded from the real estate permit for the Refuge. The bombing ranges, when in use, will have large safety fans that will be off limits for FWS personnel and visitors during flight operations involving training munitions or laser energy. While the safety fans overlay significant portions of the Firing Range,

their land area is included in the real estate permit for the Refuge. As the laser bombing range safety fan includes the DU Impact Area, management of the Bombing Range will be subject to the License Termination Plan as approved by the NRC. The Air Force will comply with Air Force Instruction 13-212, Test and Training Ranges, concerning range maintenance, ammunition, explosives, and dangerous articles (AEDA), and range residue cleanup/decontamination on the Bombing Range.

b. The Air Force will conduct any NEPA analysis required to support operation of the Bombing Range.

c. The Air Force will take the following actions to ensure that its operation of the Bombing Range is not inconsistent with the establishment of the Refuge:

(1) The Air Force will limit its total annual bombing sorties to 3000 sorties per year (including non- Air Force sorties). The Air Force is authorized to conduct 4000 sorties in any one-year period provided the additional sorties are conducted in accordance with applicable laws and regulations. The Air Force may only exceed the 3000 sorties per year cap once every three years. Any increase in sorties above these levels will be negotiated in good faith by the parties.

(2) The Air Force will provide wildfire suppression support on the Refuge for situations arising from Air Force actions or activities, as to be determined by the Bombing Range Commander and the FWS Refuge Manager.

2. Perimeter Fence/Road and Warning Signs.

a. The Air Force will be responsible for patrolling and maintaining the perimeter fence and related infrastructure to ensure the overall security of the Firing Range. The perimeter fence infrastructure includes warning signs, the road system associated with the perimeter fence, and mowing the perimeter fence area. The Army and FWS staff will report to the Air Force in a timely manner any damage to the perimeter fence that they observe in the course of performing their respective activities on the Firing Range.

b. The Air Force will maintain warning signs around the entire perimeter, the submunitions area west of Machine Gun Road, the DU area and the former Open Detonation area. If additional fencing, cleanup, or site security improvements are required due to past, present, or future Army activities, the Army will be responsible for the additional requirement. The Air Force agrees to negotiate in good faith regarding appropriate arrangements to assist the Army in meeting the new requirements.

3. Maintenance of Firing Range Infrastructure.

The FWS/Air Force infrastructure maintenance responsibilities are provided in Enclosure 5. The properties permitted to the Air Force (i.e., the Old Timbers Lodge and the four stone

arch bridges) shall be preserved in accordance with the Jefferson Proving Ground Cultural Resource Management Plan dated August 1996. The Army and Air Force will prepare an Interservice Support Agreement to cover the Army's historic preservation responsibilities for the Oakdale School House. If other infrastructure maintenance requirements are subsequently identified, the Air Force agrees to negotiate in good faith regarding appropriate arrangements to assist the Army in meeting the new requirements.

4. Other Bombing Range Activities.

The Air Force will be responsible for reviewing all requests to conduct non-Air Force operations (including Army and FWS requests) on the Bombing Range. All requests for non-Air Force operations on the Bombing Range will be reviewed in accordance with the provisions of Air Force Instruction 13-212 and the License Termination Plan as approved by the NRC. The comprehensive site access plan will be revised as necessary to ensure that any approved non-Air Force operations on the Bombing Range are conducted in a safe manner.

5. Site Security.

a. The Air Force will be responsible for providing UXO, DU and environmental contamination Safety/Awareness Training to all Bombing Range personnel and visitors. Prior to the Army executing a new real estate permit, the Air Force will develop a comprehensive site access plan that includes: (a) types of official use, (b) UXO, DU and environmental contamination Safety Training protocols (e.g., training materials, training rosters, and waivers), and (c) annual official use reporting requirements. The comprehensive site access plan and any revisions will be subject to Army approval.

b. The Air Force will provide staffing at a level consistent with the safe operation of the Bombing Range. It is anticipated that the Air Force access will consist primarily of Bombing Range personnel, support personnel, and official visitors. If the Air Force fails to maintain adequate access control, the Army reserves the right to suspend Air Force's right of access to the Firing Range until such time as the Air Force takes appropriate corrective action.

6. Environmental Remediation.

a. The Air Force shall not be responsible for any environmental requirements related to the Army's past, present, or future activities at the Firing Range or the FWS activities at the Refuge. However, the Air Force will be responsible for all environmental compliance and remediation requirements resulting from its operation of the Bombing Range.

b. The Air Force shall not be responsible for remediation of UXO, DU, and other environmental contamination related to past, present, or future Army activities, or present on the Firing Range on the date of this MOA (except as provided in paragraph V.8.b. below), or resulting from FWS Refuge activities. If an Air Force Bombing Range activity will result in increased environmental remediation costs for the Army (e.g. UXO removal, fencing, or site

remediation), the Air Force will be solely responsible for these increased costs or shall terminate the activity.

c. The Air Force will not conduct any Bombing Range activities that interfere with Army environmental remediation activities at the Firing Range.

7. Tort Claims.

The Air Force will be responsible for accepting and processing any tort claims for incidents arising out of its operation of the Bombing Range. The Army and FWS will cooperate in providing information relating to any such tort claims. Any liability on the part of the parties will be determined in accordance with the Federal Torts Claim Act and other applicable laws.

8. Existing Permit to the Air Force

a. Pending issuance of the new real estate permit (Enclosure 3), the existing permit between the Department of the Army and the Department of the Air Force, DACA 27-4-83-03, dated 23 July 1982, to use property on JPG will continue in effect without change. Upon the effective date of the new permit, the existing permit will terminate.

b. Nothing in this MOA will be construed to affect any liability or responsibility of the Air Force or Army established by the existing permit between the Department of the Army and the Department of the Air Force, DACA 27-4-83-03, dated 23 July 1982, or any prior permits between the Air Force and Army relating to the Firing Range.

9. Licensing to Indiana Air National Guard

The Air Force may grant a license to the Indiana Air National Guard to assume its rights and responsibilities under the real estate permit. Any such license may include and apply all the responsibilities of the Air Force under this MOA and the permit to the Indiana Air National Guard, excluding only the authority to amend this MOA or the real estate permit.

VI. DISPUTE RESOLUTION PROCEDURE

1. Except as otherwise provided in this MOA, all disputes between the parties relating to the terms and conditions of this MOA will be subject to the following dispute resolution procedures:

a. Informal - All parties to this agreement shall make reasonable efforts to informally resolve disputes at the Installation Commander, the Bombing Range Commander, and the Refuge Manager Level. If the parties can not resolve a dispute informally, any party may invoke dispute resolution procedures by requesting a Level I meeting. The request to invoke dispute resolution shall include a written summary of the dispute, the party's position, and any other information necessary to the resolution of the dispute. In the event that a dispute involves a matter of national significance, the parties may mutually agree to elevate the dispute directly to the Level II dispute

resolution process.

b. Level I - The Level I dispute resolution shall consist of a meeting/conference call among the Army Materiel Command (AMC) Point of Contact (POC), the FWS's Regional Office POC, and Air National Guard Readiness Center POC. Any agreed resolution shall be in writing and signed by all the parties. If agreement cannot be reached within 30 days, AMC shall state its position in writing and provide it to the other parties. Within 30 days of receipt of the AMC statement of position, the other parties may submit a written notice to AMC elevating this matter to Level II for resolution. If the matter is not elevated to Level II dispute resolution within 30 days, the other parties will be deemed to have agreed with the AMC statement of position.

c. Level II - The Level II dispute resolution shall consist of a meeting/conference among the Department of the Army (DA), HQ FWS POC, and HQ Air Force POC. The agreed resolution shall be in writing and signed by all the parties.

2. No resolution of a dispute under this provision shall result in a change to the MOA or to any permit issued pursuant to it unless the modification is executed in accordance with paragraph VIII below or the terms of the permit.

VII. FUNDING

Unless otherwise agreed, all parties will be solely responsible for funding their respective responsibilities under this Memorandum of Agreement. Nothing in this agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act. 31 U.S.C. Section 1341.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

1. This agreement may be executed in multiple copies, each of which shall be considered an original document. This agreement shall take effect upon the date last executed by the parties. and shall remain in effect for 25 (twenty five) years. This agreement may be renewed for additional 10 (ten) year periods upon mutual agreement.

2. Modifications to this agreement may be submitted in writing by any party at any time and shall become effective upon the written acceptance of all the parties. Such modifications must be signed by the signatories hereto or their successors in office.

3. This agreement may be terminated by any party by providing a written 180 (one hundred eighty) day notice to the other parties. A decision to terminate this agreement is not subject to the dispute resolution provision of this MOA. In the event of termination, any Air Force and FWS built improvements will be disposed of following applicable disposal regulations.

IX. ENTIRE AGREEMENT

It is expressly understood and agreed that this written instrument and its enclosures when executed embody the entire agreement among the parties regarding the use of the Firing Range. and there are no understandings or agreements, verbal or otherwise, among the parties except as expressly set forth herein.

APPROVED BY:

PAUL W. JOHNSON
Deputy Assistant Secretary of the Army
(Installations and Housing)

Date 12 MAY 2000

JAMIE RAPPAPORT CLARK
Director
U.S. Fish and Wildlife Service

Date 5/19/00

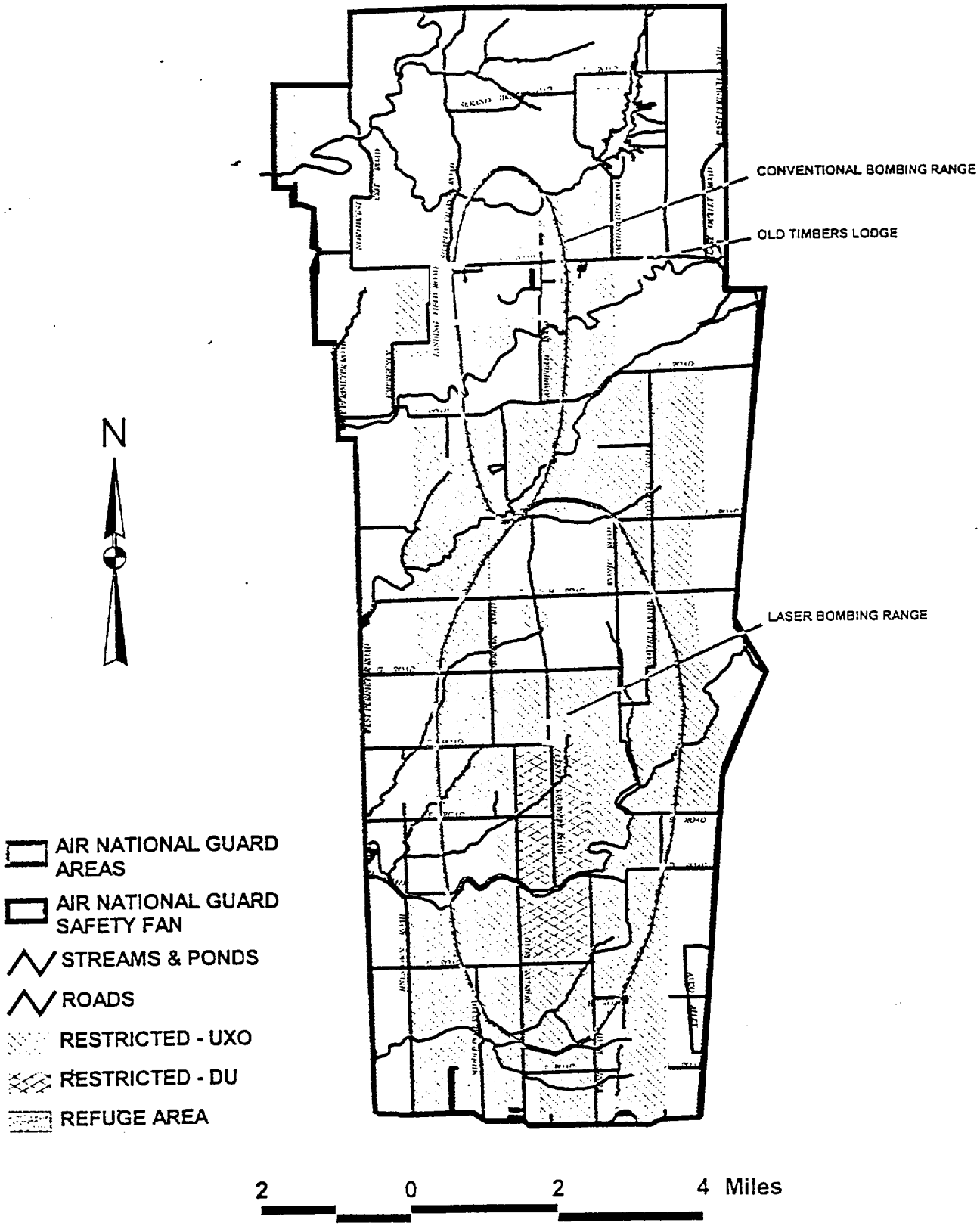
JIMMY G. DISHNER
Deputy Assistant Secretary
Of the Air Force (Installations)

Date 5/11/2000

Enclosures

1. Site Map
2. FWS Real Estate Permit
3. Air Force Real Estate Permit
4. UXO Response Standing Operating Procedures
5. FWS/Air Force Infrastructure Maintenance Responsibilities

JEFFERSON PROVING GROUND
SITE MAP



Enclosure 1

ENCLOSURE 2

NO._____

DEPARTMENT OF THE ARMY

PERMIT TO FISH AND WILDLIFE SERVICE

TO USE PROPERTY LOCATED ON JEFFERSON PROVING GROUND

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary hereby grants to the United States Fish and Wildlife Service, hereinafter referred to as the grantee, a permit for the establishment of a National Wildlife Refuge at the Jefferson Proving Ground (JPG), over, across, in and upon the lands identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises. The Secretary and the grantee are collectively hereinafter referred to as the "Parties".

THIS PERMIT is granted subject to the following conditions.

1. This permit is hereby granted for a term of twenty-five (25) years, with renewable ten (10) year periods upon mutual agreement of the Parties. This permit may be terminated earlier, by either the Secretary or grantee, by providing 180 days written notice.

2. The consideration given by the grantee is the management of the Property as a National Wildlife Refuge as well as the care and maintenance of the property as specified in the Memorandum of Agreement (MOA) attached hereto and made part of hereof..

3. All correspondence and notices to be given pursuant to this permit shall be addressed, if to the grantee , to _____, and if to the Secretary, to the District Engineer, Louisville District, _____ with a copy furnished to the JPG Commander, _____ , or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. The use and occupation of the premises shall be without cost or expense to the Department of the Army, and under the general supervision of the JPG Commander, and in accordance with the terms and conditions of the MOA, attached

hereto and made apart hereof. In the event of a conflict between the MOA and this permit, the MOA shall be the controlling instrument.

5. The grantee acknowledges that it has inspected the premises, knows its condition, and understands that same is granted without any representations or warranties whatsoever and without obligation on the part of the Department of the Army, except as provided in the MOA.

6. In accordance with the MOA, the grantee shall, at its own expense and without cost or expense to the Department of the Army, maintain and keep the premises at a level sufficient to support Refuge operations and in accordance with the tasks in Enclosure 5 of the MOA.

7. The Department of the Army shall not be responsible for providing utilities to the grantee and it shall be the grantee's responsibility for obtaining any utilities necessary for its use and occupation of the premises at no expense to the Department of the Army.

8. No additions or alterations of the premises shall be made without the prior written approval of the JPG commander.

9. On or before the expiration of this permit or the termination by either party, in accordance with paragraph one (1), the grantee shall vacate the premises, remove its property therefrom and restore the premises to a condition satisfactory to the JPG commander, ordinary wear and tear and damage beyond the control of the grantee excepted.

10. The grantee shall comply with all applicable Federal, state, interstate, and local laws and regulations wherein the premises are located.

11. The Army will provide the grantee with baseline information concerning the environmental condition of the premises in accordance with paragraph III 1 (a), of the MOA, documenting the known history of the property with regard to storage, release or disposal of hazardous substances on the property. Upon expiration or termination of this permit, the grantee shall, at its own expense and without cost or expense to the Department of the Army, document any storage, release or disposal of hazardous substances in excess of 40 CFR Part 373 reportable quantities and any petroleum products in excess of 55 gallons. A comparison of the two assessments will assist the Army in determining any environmental restoration requirements of the grantee. Any such requirements will be completed by the grantee in accordance with the Environmental Remediation provisions in the MOA and paragraph nine (9) of this permit.

12. It is understood that the requirements of this permit pertaining to maintenance, repair, protection, and restoration of the premises and providing utilities

Interim Public Access Plan for the Proposed Big Oaks National Wildlife Refuge

Prepared by:
U. S. Fish and Wildlife Service

Lee Herzberger
Refuge Manager
Muscatatuck National Wildlife Refuge

Reviewed by:
Air National Guard

Maj. William Nolen
Commander
Jefferson Range

Approved by:
U. S. Army

Maj. Mark A. Welch
Commander
Jefferson Proving Ground

Introduction

Approximately 50,000 acres of the decommissioned military base known as Jefferson Proving Ground (JPG) is proposed for inclusion into the National Wildlife Refuge (NWR) System via a Memorandum of Agreement (MOA) with the U.S. Army (Army). The area will become Big Oaks NWR. The primary purposes for this overlay NWR are derived from 2 specific acts:

> 1) The Fish and Wildlife Act of 1956 [16 USC 742a-742j] as amended authorizes the Secretary of the Interior to acquire interests in property "...for the development, advancement, management, conservation, and protection of fish and wildlife resources..."
>
> 2) The Endangered Species Act authorizes the Secretary of Interior to acquire interests in lands "to conserve fish, wildlife, and plants, including those which are listed as endangered or threatened..." [16 USC 1534].

The mission of Big Oaks NWR derives from these two purposes and is "to preserve, conserve, and restore biodiversity and biological integrity for the benefit of present and future generations of Americans." There is also a potential for limited public use in areas designated for such activities. This Interim Public Access Plan (Plan) was developed to allow the Army to review and approve safety procedures prior to public use occurring on Big Oaks NWR. This Plan is in accordance with the terms and conditions of the MOA between the U. S. Fish and Wildlife Service (FWS), Army, and Air Force (AF), and in the event of a conflict between the MOA and this agreement, the MOA shall be the controlling document.

Much of the proposed Big Oaks NWR contains unexploded ordnance (UXO), depleted uranium (DU), and other contaminants. The existence of these contaminants causes safety, management and funding concerns specific to Big Oaks NWR. The FWS accepts that there is no Army plan or budget authority to remove UXO in the Firing Range. However, the Army has agreed to make a good faith effort to request UXO removal in connection with Army Reserve and/or Army National Guard training exercises to support refuge operations. To facilitate the support process, the FWS will incorporate building designs that minimize ground disturbance and will provide the Army a minimum 2-year advance notice of their request to complete UXO removal. If the Army is not able to obtain UXO removal support as part of a training exercise, the FWS agrees to withdraw its request and terminate any plans/operations requiring non-emergency UXO support.

In the central portion of JPG is an active 1,033-acre AF training area known as Jefferson Range. Jefferson Range is composed of a 983-acre air-to-ground bombing and strafing range and a 50-acre Precision Guided Munitions (PGM) range. Both the 983-acre range and the 50-acre range have associated safety fans that extend over a portion of the area proposed as Big Oaks NWR (Fig. 1). A composite footprint of approximately 5,100 acres supports the primary target area and a composite footprint of approximately 14,860 acres supports the PGM target area. During flight operations no personnel other than AF personnel will be allowed access inside the weapons footprints. The use of both footprints will be coordinated with the Refuge Manager through monthly scheduling or as necessary to meet mission requirements. When not in use, FWS personnel will have access to the safety footprints. Safety fans and other closed areas will be

consultation with the Army. These areas are 1) Limited Day Use Recreation and 2) Special Control Hunt Zones; a third zone would have no public access and would be considered closed to all types of entry except on established roads or under emergency conditions (Fig. 1). The Limited Day Use Zone will be used for hunting (deer and turkey), fishing (Old Timbers Lake), and limited opportunities for wildlife observation and photography, and guided (accompanied by FWS staff) environmental education and interpretation tours. The Special Control Hunt Zone will only have public access during a limited deer and turkey hunting season, and limited guided tours. All of these recreational units were previously used in the Army recreation program (Fig. 1).

Public use areas will be delineated by maps and by signs placed on their boundaries as required by NWR policies. Recreational opportunities during posted hours and periods will be available to the general public provided they have completed all necessary safety requirements, proper state licenses, appropriate permits for lottery seasons, and there are areas/staff available for the requested activity. Unescorted access will be limited to April through November (Table 1). Recreation units will have maximum capacity limits at any one time for all off-road visitor activities (Table 1, Fig. 1). Guided tours oriented toward environmental education, wildlife observation, interpretation, and the unique story of the property will be scheduled and completed without exposing the public participants to undue risk.

Protocols on How Public Use will be Monitored, Limited, and Controlled

Public access will be limited to specific days of the week and by seasonal periods (e.g., fishing, deer, and turkey seasons) (Table 1). The Army and the FWS will periodically reevaluate public access to determine if different limits are more appropriate.

The standard protocol for public access will be a check-in/check-out procedure to specific areas (e.g., Area 1, see Fig. 1) for those members of the public that have undergone a safety briefing. They will be allowed in areas identified as suitable for that type of activity (e.g., deer hunting in a Special Control Hunt Area; fishing in Old Timbers Lake). A daily entrance log/database will be kept of all public use on Big Oaks NWR. Information on types and locations of public use will be compiled in an annual report that will be distributed to the Army, AF and the FWS Region 3 Office.

Prior to unescorted public access occurring (June 3, 2000), the AF will install road barricades on the East Perimeter Road and the FWS will place closed area signs on these barricades to limit public access into interior areas of the refuge (Fig. 2). A total of 19 barricades will be placed around the periphery of the southern Special Control Hunt Zone. These barricades will be located at the point where all interior roads leave the East and West Perimeter Roads. The barricades on the West Perimeter Road will be in place by deer season (November 1, 2000). Other than during the limited deer and turkey hunts, these barricade gates will remain closed and locked at all times. FWS will control access into these areas during the annual turkey and deer hunts with the previously described protocols. Besides these hunt periods, only AF and FWS personnel or required contractors will be allowed access to these interior areas and the safety fan footprints. Closed area signs will also be placed alternating with the warning signs placed by the Army for closed access areas, especially for those areas adjacent to recreation units. Signs will

be placed on existing structures (i.e., fence posts, buildings, etc.), live trees, or on posts with weighted bases to avoid ground intrusion of sign posts.

As described in the MOA, the FWS will work closely with the AF on controlling visitor access and monitoring refuge visitors. The AF will be responsible for maintaining the perimeter fence and overall site security at JPG. The FWS will notify the AF of any damage to the perimeter fence in a timely manner.

The FWS will not tolerate individuals who violate safety regulations. For this reason, anyone who does not comply with safety regulations will forfeit his/her refuge access privileges as determined by the Refuge Manager or by a court of law. The FWS will also continue access restrictions made by the Army to specific individuals because of documented safety violations.

Enforcement of refuge trespass and other public use violations will be the primary responsibility of commissioned Refuge Law Enforcement Officers and cooperatively by Indiana Conservation Officers and other law enforcement agencies. General trespass, poaching, and other violations will be cooperatively enforced by these agencies. The FWS will meet with local law enforcement agencies and develop coordinated law enforcement strategies (these strategies will be in place by June 3, 2000) that will be coordinated with the AF. Procedures for obtaining law enforcement assistance will be based on legal jurisdiction where the incident occurs (e.g., in Ripley County the Ripley County Communication Supervisor will be contacted, likewise, in Jefferson or Jennings Counties the appropriate Communication Radio Dispatch Centers will be contacted). For emergency response situations, the cooperating agency will coordinate activities with a 24 hr point of contact (POC) listed in Attachment 1.

Fire suppression capabilities will be negotiated with a local Volunteer Fire Department and will be in place by June 3, 2000. The agreement will include protocols on suppression of wild fires and on-call assistance during prescribed fires. Protocols will instruct fire fighters to not leave roadways and to follow other Army safety directives. For fire department response after hours, the local fire department will be instructed to coordinate with the POC and to cut the lock on the gate most advantageous to their response. In this case, the fire department response will only occur if it is apparent that the fire could cause loss of life or property damage outside the perimeter fence.

Key Control

The AF will change all locks on the perimeter fence and will issue an appropriate number of perimeter and interior gate keys to the FWS for official use. These keys will be controlled in accordance with standard lock and key control protocols (Air National Guard 181st Fighter Wing Instruction 32-1003). All keys will be signed for on the Jefferson Range key control log. The FWS will inventory these keys quarterly in accordance with these key control protocols. The FWS will coordinate distribution of keys with law enforcement and emergency response agencies. The FWS will be responsible for the control of these keys. The party responsible for missing keys shall bear the cost for the re-coring of locks as applicable. The Jefferson Range Commander has the ultimate responsibility for lock and key control on the range and refuge.

Use of Refuge by Old Timber's Lodge (AF) Guests

The FWS will schedule priority refuge events for Old Timbers Lodge with the Jefferson Range AF Commander; at all other times the Old Timbers Lodge area will be off limits for refuge visitors. The refuge will allow Old Timbers Lodge guests access to refuge recreational activities on days/times those activities are available to the general public. Old Timbers Lodge guests must obtain a valid Big Oaks NWR Public Access Permit to participate in these activities and these guests must participate in an AF safety briefing. While on the refuge, all rules and regulations of the refuge will apply to Old Timbers Lodge guests.

Old Timbers Lodge guests must check-in and check-out at the refuge office to participate in recreational opportunities (e.g., fishing at Old Timbers Lake). If guests do not check-in, especially for fishing at Old Timbers Lake, they cannot be guaranteed the opportunity to participate in the recreational activity. For permitted deer or turkey hunts, Old Timbers Lodge guests must either have a valid state lottery permit for the specific hunt or participate in a reserved hunt drawing during the hunting season at the refuge office.

Table 1. Public use limits (use-days) for activities on Big Oaks NWR [a].

Activity	Description of where use will occur	Maximum one-time capacity	When allowed
Deer Hunting	See Public Access Map	423	November (6 days archery and 9 days gun)
Turkey Hunting	½ of the number hunters/area given on Public Access Map	212	April to Mid- May (15 Days)
Fishing	Max. 10 boats and Max. 40 on shore at Old Timbers Lake. No fishing allowed on any other body of water.	60 [b]	5 - 10 days per month; April through October
Wildlife Observation and Photography	½ of the number persons/area given on Public Access Map; only within Limited Day Use Zone	78 [b]	5 - 10 days per month; April through October
Guided tours (interpretation and environmental education)	Dependent on conveyances available and activity. By definition, accompanied by FWS staff.	12-50	By reservation

[a] Based on staff and funds available in FY 2000.

[b] Based on parking and trail availability

Attachment 1

24 Hour Contact List

Joseph R. Robb
Refuge Operations Specialist
Office: 812-273-0783
Home: 812-265-6633
Cell Phone: 812-498-1154

Donna Stanley
Refuge Law Enforcement Officer
Office: 812-522-4352
Home: 812-523-3414
Cell Phone: 812-528-1998

Stephen A. Miller
Refuge Operation Specialist
Office: 812-273-0783
Home: 812-358-4413
Cell Phone: 812-498-1155

Jason Lewis
Wildlife Biologist
Office: 812-273-0783
Home: 812-574-6015
Cell Phone: 812-498-1156

Teresa Vanosdol-Lewis
Wildlife Biologist
Office: 812-273-0783
Home: 812-574-6015
Cell Phone: 812-498-1157

ENCLOSURE 3

NO._____

DEPARTMENT OF THE ARMY

PERMIT TO THE DEPARTMENT OF THE AIR FORCE

TO USE PROPERTY LOCATED ON JEFFERSON PROVING GROUND

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary hereby grants to the Department of the Air Force, hereinafter referred to as the grantee, a permit for the continued use of a Bombing Range at the Jefferson Proving Ground (JPG), over, across, in and upon the lands identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises. The Secretary and the grantee are collectively hereinafter referred to as the "Parties".

THIS PERMIT is granted subject to the following conditions.

1. This permit is hereby granted for a term of twenty-five (25) years, with renewable ten (10) year periods upon mutual agreement of the Parties. This permit may be terminated earlier, by either the Secretary or grantee, by providing 180 days written notice.

2. The grantee agrees to the care and management of the property as specified in the Memorandum of Agreement (MOA) attached hereto and made a part hereof.

3. All correspondence and notices to be given pursuant to this permit shall be addressed, if to the grantee , to _____, and if to the Secretary, to the District Engineer, Louisville District, _____ with a copy furnished to the JPG Commander, _____ , or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. The use and occupation of the premises shall be without cost or expense to the Department of the Army, and under the general supervision of the JPG Commander, and in accordance with the terms and conditions of the MOA, attached hereto and made apart hereof. In the event of a conflict between the MOA and this permit, the MOA shall be the controlling instrument.

5. The grantee acknowledges that it has inspected the premises, knows its condition, and understands that same is granted without any representations or warranties whatsoever and without obligation on the part of the Department of the Army, except as provided in the MOA.

6. In accordance with the MOA, the grantee shall, at its own expense and without cost or expense to the Department of the Army, maintain and keep the premises at a level sufficient to support Bombing Range operations and in accordance with the tasks in Enclosure 5 of the MOA.

7. The Department of the Army shall not be responsible for providing utilities to the grantee and it shall be the grantee's responsibility for obtaining any utilities necessary for its use and occupation of the premises at no expense to the Department of the Army.

8. No additions or alterations of the premises shall be made without the prior written approval of the JPG commander.

9. On or before the expiration of this permit or the termination by either party, in accordance with paragraph one (1), the grantee shall vacate the premises, remove its property therefrom and restore the premises to a condition satisfactory to the JPG Commander, ordinary wear and tear and damage beyond the control of the grantee excepted.

10. The grantee shall comply with all applicable Federal, state, interstate, and local laws and regulations wherein the premises are located.

11. The Army will provide the grantee with baseline information concerning the environmental condition of the premises in accordance with paragraph III 1 (a), of the MOA, documenting the known history of the property with regard to storage, release or disposal of hazardous substances on the property. Upon expiration or termination of this permit, the grantee shall, at its own expense and without cost or expense to the Department of the Army, document any storage, release or disposal of hazardous substances in excess of 40 CFR Part 373 reportable quantities and any petroleum products in excess of 55 gallons. A comparison of the two assessments will assist the Army in determining any environmental restoration requirements of the grantee. Any such requirements will be completed by the grantee in accordance with the Environmental Remediation provisions in the MOA and paragraph nine (9) of this permit.

12. It is understood that the requirements of this permit pertaining to maintenance, repair, protection, and restoration of the premises and providing utilities and other services, shall be effective only insofar as they do not conflict with the MOA

or any other agreement pertaining to such matters made between local representatives of the Army and grantee in accordance with existing regulations.

13. Access to and use of JPG shall be controlled in accordance with the grantee's Site Access Plan that is attached hereto and is made a part hereof. The Army must first approve any variation from this Plan and a revised Site Access Plan shall be made part of this permit.

14. The grantee shall not use the Premises for the storage, treatment or disposal of non-Department of Defense owned hazardous or toxic materials, as defined in 10 U.S.C 2692, unless authorized under 10 U.S.C. and properly approved by the Government.

15. The grantee may grant a license to the Indiana Air National Guard to exercise its rights to use the premises subject to the terms of this permit.

16. NOTICE OF THE PRESENCE OF LEAD BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.

The grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. For those buildings the grantee uses and occupies it shall comply with all applicable federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. The grantee shall restrict access (e.g. secure buildings to extent practical, post warning signs, etc.) to all unoccupied buildings except those buildings located in the UXO Restricted Areas (see Site Map at MOA Enclosure 1). The grantee shall restrict access to the UXO Restricted Areas in accordance with the Site Access Plan. The grantee shall not permit the use of any of the buildings or structures on the Property for residential habitation. Residential habitation does not include use of the Old Timbers Lodge for conference purposes including overnight visits on a non-permanent basis. The grantee assumes all lead based paint related liability arising from its use of the Property.

17. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT:

The grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing materials (ACM) has been found on the Property. The grantee acknowledges that it will inspect any building it will occupy as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The grantee will restrict access (e.g. secure buildings to the extent practical, post warning signs, etc.) to all unoccupied buildings except those buildings located in the UXO Restricted Areas (see Site Map at MOA Enclosure 1). The grantee shall restrict access to the UXO Restricted Areas in accordance with the Site Access Plan. The grantee shall be deemed to have relied solely on its own judgment in assessing the

condition of the Property with respect to any asbestos hazards or concerns. The grantee covenants and agrees that its use and occupancy of a building will be in compliance with all applicable laws relating to asbestos. The grantee assumes all asbestos related liability arising from its use of the Property.

18. This permit supercedes Permit No. DACA 27-4-83-03, dated 23 July 1982, as amended. Said Permit No. DACA 27-4-83-03 is hereby terminated, effective the date of execution of this permit.

THIS PERMIT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

_____

This permit is also executed by the grantee this _____ day of _____, _____.

_____

JEFFERSON RANGE ACCESS PLAN

(Revised 12 Apr 00)

Prepared by:
Air National Guard

Major William Nolen
Commander
Jefferson Range

Reviewed by:
U.S. Fish and Wildlife Service

Lee Herzberger
Refuge Manager
Muscatatuck National Wildlife Refuge

Approved by:
U.S. Army

Major Mark Welch
Commander
Jefferson Proving Ground

JEFFERSON RANGE ACCESS PLAN

This Operating Instruction will provide access procedures onto Jefferson Range. All access onto Jefferson Range and Old Timbers Lodge will be coordinated through Jefferson Range Operations Center (JROC).

Jefferson Range Operations Center (JROC) describes the range primary operations area. This area encompasses those buildings located at the intersection of Bomb Field and K roads. All access to the JROC is through Big Oaks National Wildlife Refuge.

Jefferson Range consists of 983 acres used as the primary training range. Geographical boundaries for this area illustrated in Attachment 1.

A 50 acre Precision Guided Munitions (PGM) target is located approximately 6nm south of the primary range. Geographical boundaries for this target are illustrated in Attachment 2.

Old Timbers Lodge and approximately 5 acres surrounding the lodge will be considered part of Jefferson Range for the purposes of this access plan.

Four gates allow access to the primary range. These gates are located as follows:

Intersection of Machine Gun and K roads
Intersection of Shape Charge and K roads
Intersection of Bethel Hole and J roads
Intersection of Cottrell and J roads

Range Personnel. All assigned personnel will be issued one key for perimeter gates and one key for range gates. Entry/Exit will be made through the gate most advantageous to their needs. Upon entry/exit the perimeter gate will be closed and locked.

Visitors. All visitors will coordinate range visits through the JROC. Visitors will be met at the appropriate perimeter gate and escorted to the JROC. Upon completion of visit, visitors will be escorted to appropriate gate for departure. There will be no unescorted visitors to and from Jefferson Range.

Contractors. Prior to any contractor performing duties on JPG real estate, coordination will be made through JROC and FWS office on all planned activities. Those contractors scheduled per Air Force (AF) requirements will be assigned a specific key for the duration of their activity. This key will be to an exclusive use lock located on the perimeter gate/interior gate nearest the planned activity and will only be utilized during duty hours.

Gate. All locks presently on all perimeter gates will be replaced by AF to ensure access by FWS, Army and AF personnel only. All locks will be changed prior to the issuance of a real estate license.

Fence. AF personnel and/or contractors will maintain the perimeter. Range personnel/contractors will perform weekly inspections of entire perimeter fence. All discrepancies will be reported so that any necessary repair action may be taken. FWS personnel are required to report any fence discrepancies to Jefferson Range NCOIC so the appropriate action may be taken. AF personnel or the designated contractor will perform fence repairs. Inspection documentation will include 1) date of inspection, 2) name of inspector, 3) description of damage, and 4) the location of the damage. Holes in the fence large enough to permit human access, damaged gates and missing " windchimes" of the creek barriers will be repaired within 72 hours of being documented. For every incident of damage a record shall be maintained documenting the action taken to make repairs. If any repairs take more than 72 hours, the Army shall be notified and milestones shall be given for completion of the repair.

Barricades. To ensure no trespass of the PGM target safety footprint and the interior of JPG, gate style barricades will be placed on all access roads into the footprint and interior areas. These barricades will be located at the point where all interior roads leave the East and West Perimeter Roads. Other than during the limited deer and turkey hunt, these barricade gates will remain closed and locked at all times. Only AF, Army and FWS personnel or required contractors will be allowed access to the footprint and interior areas of JPG. During the annual turkey and deer hunt, FWS will control access into these areas.

Key Control. All range personnel will be assigned 4 keys for range access. These keys include the perimeter gate keys, PGM target/interior road gate keys, range keys and building keys. Spare keys for these four series of keys will be kept in the JROC. All keys will be signed for on the Jefferson Range key control log. The FWS will be assigned the appropriate number of keys for distribution to FWS personnel. The FWS will be responsible for the control of these keys. The FWS will distribute the local law enforcement units perimeter gate keys from the FWS key allotment. The Army site staff will be issued 2 sets of keys and will be responsible for the control of these keys. Quarterly lock and key inventories will be made of all issued keys. In the event of a lost or missing key, the individual responsible for that key shall bear the cost for re-coring of applicable locks. Lock and Key Control guidance will be from 181st FW Instruction 32-1003. The Jefferson Range Commander has the ultimate responsibility for lock and key control on the range and refuge.

Safety Signs. The appropriate UXO safety signs will be maintained on the perimeter fence and gates. Gate numbers will be posted on all gates. Range and footprint gates will be posted with both Bombing Range and Laser Range danger signs. Radiation hazard signs will be maintained on DU field perimeter. Safety signs will be maintained on the west side of Machine Gun Road from K Road to Little Otter Creek.

Safety Brief. All visitors and contractors will receive a safety briefing from Jefferson Range Safety NCO. The safety brief will cover UXO, DU, driving hazards, flying operations and FWS operations. At no time will visitors or contractors be permitted to leave the JROC without first receiving an initial safety briefing.

Communications. Good communications between range, Army site staff and FWS personnel are a must to ensure a safe working environment for all concerned. The Range Operations Officer (ROO) will furnish FWS with a monthly flying schedule. The ROO will also inform FWS of any scheduled use of the PGM target. Use of this target will preclude any activity inside the safety footprint. All maintenance of the facilities will be coordinated with the Refuge Manager. At a minimum, monthly meetings will be conducted between the Refuge Manager and the Range Operations Officer to better facilitate a smooth work environment.

Weapons Safety Footprint. Two composite weapons safety footprints are associated with Jefferson Range. A composite footprint of approximately 5,100 acres supports the primary target area and a composite footprint of approximately 14,860 acres supports the PGM target area. During flight operations no personnel other than AF personnel will be allowed access inside the weapons footprints. The use of both footprints will be coordinated with the Refuge Manager through monthly scheduling or as necessary to meet mission requirements. When not in use, FWS personnel will have access to the safety footprints.

Emergency Response. Any emergency requiring an immediate response will be accomplished through the Ripley County Communication Supervisor. Emergency response personnel will be directed to Gate 8 for entrance and directions to the location of the emergency. AF personnel will provide escort to the incident location. Emergency response personnel will be informed of any hazards associated with the emergency. The Army site and staff and FWS will be notified of all needs for emergency response.

Aircraft Accident. In the event of an aircraft accident, the Range Control Officer (RCO) will be the on-scene commander until relieved by the appropriate authority. Emergency response will be through the Ripley County Communication Supervisor. Fire and medical support will be directed to the perimeter gate most advantageous to the crash site. Due to the dangers posed by military aircraft, no persons will be allowed access to a crash site until deemed appropriate by the on-scene commander. Access to an aircraft or pilot in a designated restricted area will be accomplished by the appropriate Jefferson Range vehicle. Only the necessary rescue personnel will be permitted access to any restricted area. Access to aircraft or pilot outside of a restricted area will be made by the appropriate vehicle for the situation. The Army site staff and FWS will be notified immediately of any aircraft mishap.

Fire Response. Request for fire response will be made through the Ripley County Communication Supervisor. Fire fighters will be directed to Gate 8 for entrance and directions to the fire. Fire fighters will not leave any roadway to fight fires per US Army directives. In the event of a need for fire department response after duty hours, the local fire department will be instructed to cut the lock on the gate most advantageous to their response. In this case, fire department response will only occur if it is apparent that the fire will cause life or property damage outside JPG. A complete list of AF and FWS contacts will be provided all local fire departments in the area. Attachment 4 lists the Jefferson Range contacts available on a 24 hour basis.

Law Enforcement Response. Request for law enforcement response will be made through the Ripley County Communication Supervisor or the appropriate law enforcement agency. Caller will state the nature of the emergency, location of the emergency and the most accessible gate to respond to the emergency. Local law enforcement units will have perimeter gate keys issued to them from the FWS key allotment. All local law enforcement units will be issued a 24 hour contact list of Jefferson Range personnel.

Old Timbers Lodge. Access to Old Timbers Lodge will be through Gate 1B. The sponsor that has reserved the lodge will contact Jefferson Range to arrange a time for key sign out and the required safety briefing. The sponsor and all guests will be required this safety brief. A single key to Gate 1B will be assigned the sponsor. The sponsor is responsible for the behavior and safe conduct of his/her guests. If the sponsor and/or guests wish to take part in recreational activities of Big Oaks NWR, those activities will fall under the rules and guidelines of the refuge. Use of Old Timbers Lodge does not guarantee hunting and fishing activities on the refuge. Attachment 3 depicts that area around the lodge to be maintained by the AF.

Attachment 4

24 Hour Contact List

Major Bill Nolen
Jefferson Range Commander
Office: 812-689-7295
Home: 317-738-2719
Cell Phone: 317-441-3653

Major Matt Sweeney
Jefferson Range Operations Officer
Office: 812-689-7295
Home: 812-988-6787
Cell Phone: 812-528-0974

Senior Master Sergeant Jim Bergdoll
Jefferson Range NCOIC
Office: 812-689-7295
Home: 812-265-2372

Master Sergeant Kerry Brinson
Jefferson Range Asst NCOIC
Office: 812-689-7295
Home: 812-839-3557

Master Sergeant Todd Bass
Jefferson Range Safety NCOIC
Office: 812-689-7295
Home: 812-265-2153

ENCLOSURE 4—North of the Firing Line Unexploded Ordnance (UXO) Response Standing Operating Procedure

1. **PURPOSE:** To establish procedures to support emergency management/disposition of UXO items in the Firing Range area at Jefferson Proving Ground (JPG).

2. **OBJECTIVE:** To prescribe an explicit course of action for the safe and efficient management of situations involving UXOs in the Firing Range area at JPG.

3. **POLICY:**

   a. The Senior Explosive Ordnance Disposal (EOD) technician assumes primary responsibility for command and control of operations at the scene of a UXO.

   b. Only EOD technicians may attempt to perform render-safe procedures (RSP) on UXO.

4. **UXO OPERATIONAL PROCEDURES:**

   a. If the FWS or Air Force discovers UXO which poses an imminent and substantial hazard to Refuge or Bombing Range operations (e.g., UXO has migrated to the surface of a roadway), the FWS or Air Force will immediately:

      (1) Restrict access to the UXO site,

      (2) Cease all work, mark location of the item,

      (3) Move all personnel away,

      (4) Ensure that no one uses a two-way radio, and

      (5) Notify the Army JPG Site Management Team if present at 812-273-2522/2551/6075. If the JPG Site Management Team is not

available, notify the Commander, Newport Chemical Depot at 765-245-4317.

b. Upon verification by the Commander, Newport Chemical Depot or the JPG Site Management Team that the UXO poses an imminent and substantial hazard to Refuge or Bombing Range operations, the Army shall notify the Fort Knox 703rd EOD Ordnance Company at 502-624-5631, and request disposal of the UXO item[1].

c. EOD personnel shall coordinate their activities and gain access to areas in the Firing Range area by contacting the Commander, Newport Chemical Depot at 765-245-4317 and Army JPG Site Management Team at 812-273-2522/2551/6075.

d. The Senior EOD Technician shall determine if the UXO item is inert. If an inert verification is not possible the munition shall be blown in place. If detonation in place is not possible, the Senior EOD Technician will determine whether it is appropriate to attempt a RSP or use other approved means to move the item to a more suitable location for safe disposal.

e. Until the item is disposed of, the Army at its discretion may impose additional access restrictions to the Firing Range area.

5. **REVIEW:** This SOP shall be reviewed annually. Any revisions/updates shall be provided to the FWS, Air Force, the 703rd Fort Knox EOD Ordnance Company, the Real Estate Division of the Louisville Corps of Engineers, and Newport Chemical Depot Commander or the Army JPG Site Management Team.

[1] The Army will not be required to remove UXO that the JPG Site Management Team determines does not pose an imminent and substantial hazard to Refuge or Bombing Range operations.

ENCLOSURE 5 – FWS/Air Force Infrastructure Maintenance Responsibilities

AIR FORCE

1. Air Force shall maintain all roads, road shoulders and low water crossings. as well as associated bridges and culverts, that are shaded in green on the map at Tab A, in accordance with Army Regulation 420-72.

2. The perimeter fence shall be patrolled and inspected weekly. Inspections shall be documented to include: 1) the date of inspection, 2) the name of the inspector(s). 3) a description of any damage observed, and 4) the location of the damage. Holes in the fence large enough to permit human access, damaged gates and missing "windchimes" of the creek barriers will be repaired within 72 hours of being documented. For every incident of damage a record shall be maintained documenting the action taken to make repairs. In extraordinary circumstances when a repair will take more than 72 hours to complete (e.g. storm damage), the Air Force shall notify the Army in writing and milestones shall be given for completion of the repair. The Air Force shall take action to remove tress that fall into/onto the fence. Grass and other vegetation, located between the perimeter fence and perimeter road, shall be mowed or otherwise controlled to assure capability for visual inspection of the perimeter fence from the perimeter road; such mowing shall be done twice annually, usually in the April-June and September-October timeframes.

3. All roads approaching the DU area shall be barricaded and marked with radiation warning signs. In addition the Air Force will maintain warning signs around the entire perimeter of the firing range as well as around the submunitions area west of Machine Gun Road and the former Open Detonation area.

4. The Air Force shall maintain the cultural resource properties of the Firing Range (i.e.. four stone-arch bridges as well as the Old Timbers Lodge) in accordance with the Cultural Resources Management Plan (reference maintenance standards in Table III-1 at Tab B). A complete copy of the Cultural Resources Management Plan was mailed to the Air Force(i.e. Mr. Masse) in March, 2000.

FWS

1. The FWS shall maintain all buildings, roads, road shoulders, bridges, low water crossings, and culverts, not maintained by the Air Force, which are required for Refuge operations. The FWS shall maintain such facilities in accordance with Army Regulation 420-72. Prior to the start date of the Real Estate permit, the FWS will provide a map with clear identification of the roads, road shoulders, buildings, bridges, low water crossings and culverts that it shall maintain under terms of the real estate permit. This map will be

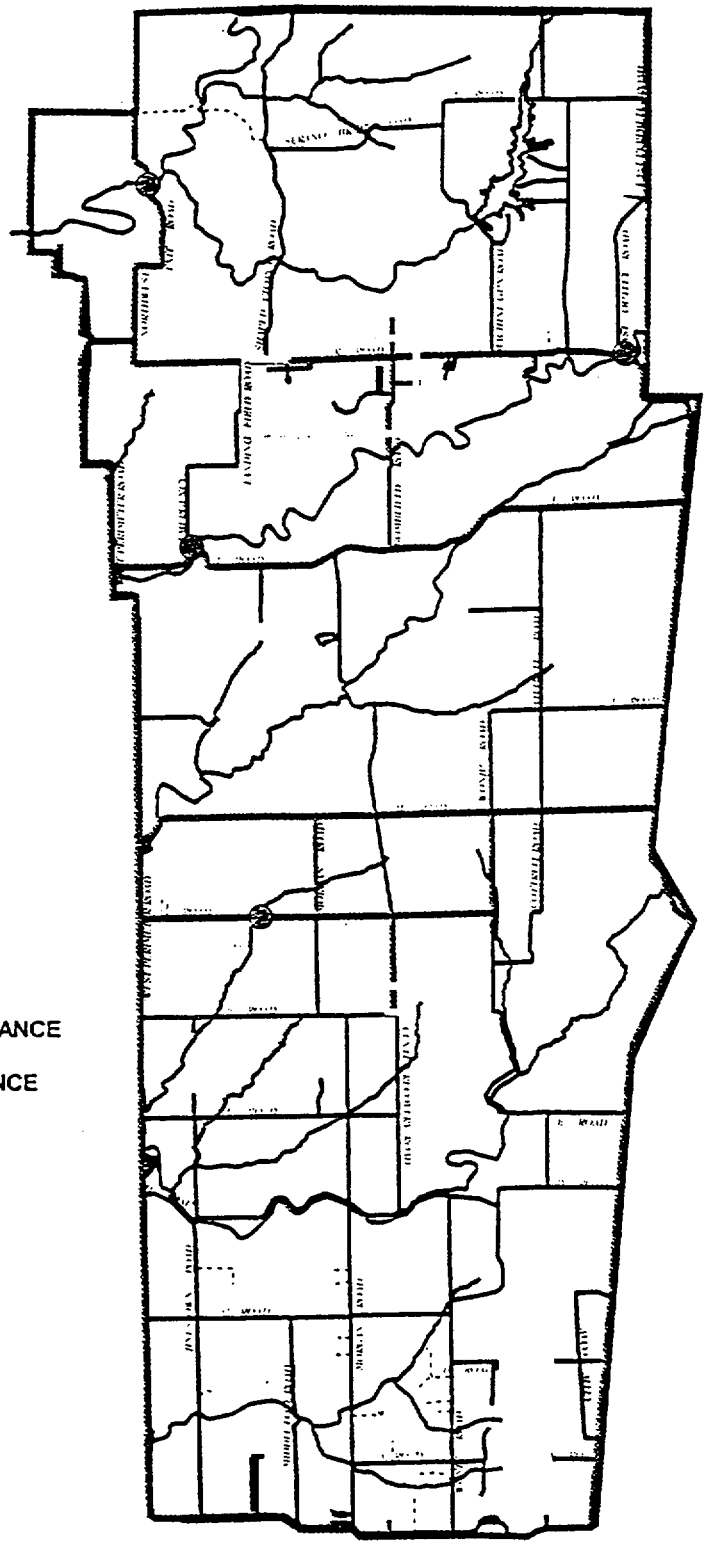
updated annually by the FWS to reflect their maintenance commitment for the next year. No later than December 1, 2000, the FWS will close all bridges in the Refuge footprint that are not required for Refuge operations or not maintained by the Air Force. The FWS shall provide access control signs on the east perimeter road between Gate 1B and K Road, as well as the minefield area on L Road.

2. FWS shall provide road maintenance sufficient for 4 x 4 vehicle access to the DU monitoring wells identified at Tab C.

3. FWS shall provide or negotiate and/or fund fire suppression, emergency medical response and local law enforcement agreements. Note that three different counties (i.e. Jefferson, Ripley, and Jennings) have different jurisdiction footprints in the firing range property.

4. The FWS shall pay a pro-rated share of the rent charged to the Army for the use of Building 125 and associated utilities beginning with the start date the real estate permit..

AIR NATIONAL GUARD
ROAD & BRIDGE MAINTENANCE



● ANG BRIDGE MAINTENANCE

ANG ROAD MAINTENANCE

TAB A to Enclosure 5

Table III-1
Standards for Treatment of Significant Architectural Resources
after the Secretary's *Standards and Guidelines for Archeology and Historic Preservation* [48 FR 44716]

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

Standards for Preservation

1. A property shall be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property shall be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property shall be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. The existing condition of historic features shall be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material shall match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

Rehabilitation is defined as the act or process of making possible an efficient compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Standards for Rehabilitation

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historical properties, shall not be under taken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in a such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

TAG B to enclosure 5 of MOA

Table III-1 (cont'd)

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

Standards for Restoration

1. A property shall be used as it was historically or be given a new use which interprets the property and its restoration period.
2. Materials and features from the restoration period shall be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period shall not be undertaken.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods shall be documented prior to their alteration of removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period shall be preserved.
6. Deteriorated features from the restoration period shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period shall be substantiated by documentary and physical evidence. A false sense of history shall not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
9. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
10. Designs that were never executed historically shall not be constructed.

Reconstruction is defined as the act of process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

Standards for Reconstruction

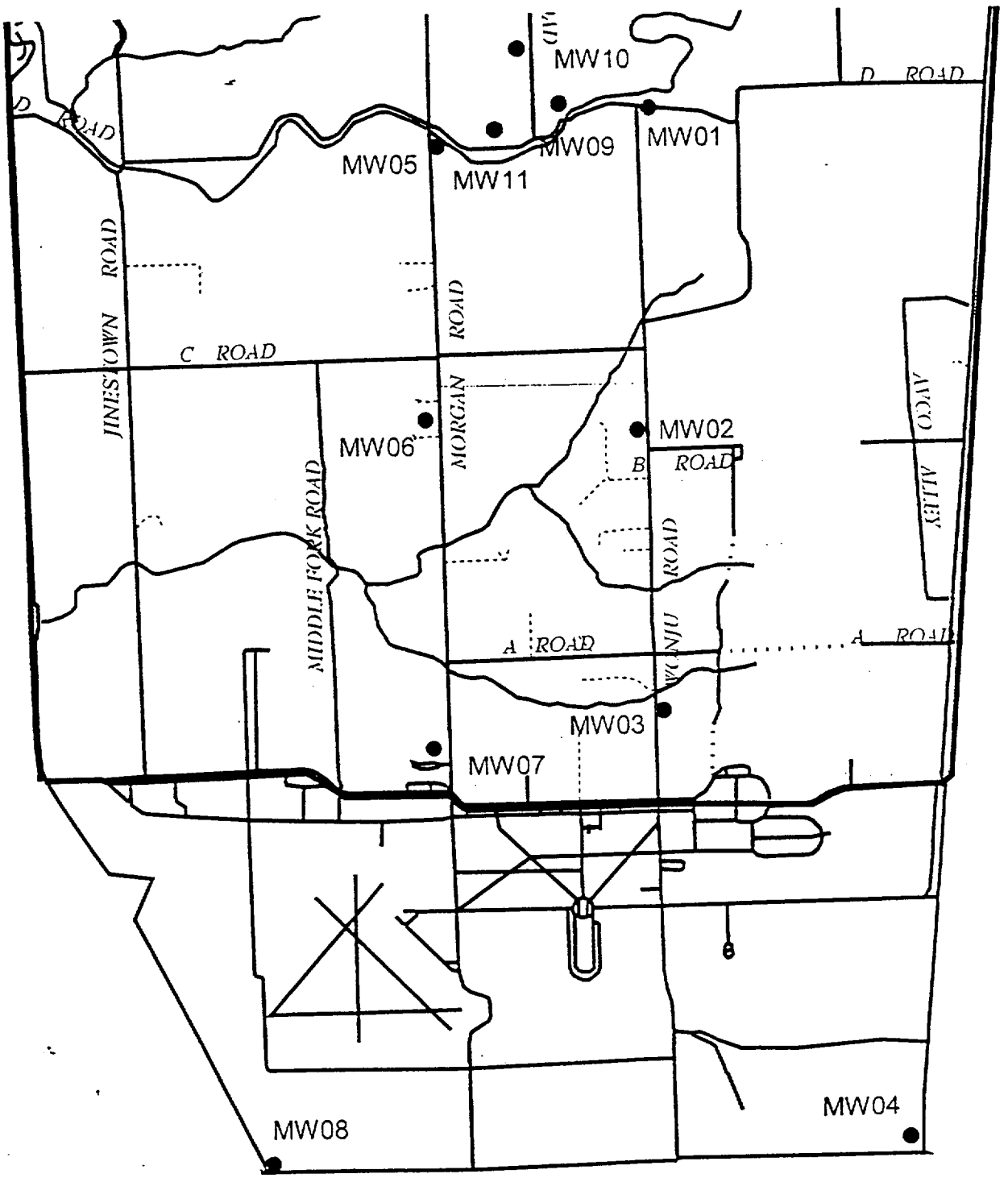
1. Reconstruction shall be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location shall be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures shall be undertaken.
3. Reconstruction shall include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction shall be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property shall re-create the appearance of the non-surviving historic property in materials, design, color, and texture.
5. A reconstruction shall be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically shall not be constructed.

The presence of hazardous materials and material residues may impact considerations for preservation and mitigation. Coordination will be required.

a. Continued Operations, Maintenance, and Repair

Maintenance and repair activities, to the greatest extent possible, should seek to preserve the integrity of historic properties. The Secretary's *Standards and Guidelines* for archeological and historic preservation offers general and useful guidelines for the treatment of significant buildings (see Table III-1). The maintenance levels for eligible buildings and structures under the control of the Army must provide the

JEFFERSON PROVING GROUND: DU SAMPLING
GROUNDWATER MONITORING WELLS



TAB C to Enclosure 5

Interim Public Access Plan for the Proposed Big Oaks National Wildlife Refuge

Prepared by:
U. S. Fish and Wildlife Service

Lee Herzberger
Refuge Manager
Muscatatuck National Wildlife Refuge

Reviewed by:
Air National Guard

Maj. William Nolen
Commander
Jefferson Range

Approved by:
U. S. Army

Maj. Mark A. Welch
Commander
Jefferson Proving Ground

EXHIBIT C

Introduction

Approximately 50,000 acres of the decommissioned military base known as Jefferson Proving Ground (JPG) is proposed for inclusion into the National Wildlife Refuge (NWR) System via a Memorandum of Agreement (MOA) with the U.S. Army (Army). The area will become Big Oaks NWR. The primary purposes for this overlay NWR are derived from 2 specific acts:

> 1) The Fish and Wildlife Act of 1956 [16 USC 742a-742j] as amended authorizes the Secretary of the Interior to acquire interests in property "...for the development, advancement, management, conservation, and protection of fish and wildlife resources..."
>
> 2) The Endangered Species Act authorizes the Secretary of Interior to acquire interests in lands "to conserve fish, wildlife, and plants, including those which are listed as endangered or threatened..." [16 USC 1534].

The mission of Big Oaks NWR derives from these two purposes and is "to preserve, conserve, and restore biodiversity and biological integrity for the benefit of present and future generations of Americans." There is also a potential for limited public use in areas designated for such activities. This Interim Public Access Plan (Plan) was developed to allow the Army to review and approve safety procedures prior to public use occurring on Big Oaks NWR. This Plan is in accordance with the terms and conditions of the MOA between the U. S. Fish and Wildlife Service (FWS), Army, and Air Force (AF), and in the event of a conflict between the MOA and this agreement, the MOA shall be the controlling document.

Much of the proposed Big Oaks NWR contains unexploded ordnance (UXO), depleted uranium (DU), and other contaminants. The existence of these contaminants causes safety, management and funding concerns specific to Big Oaks NWR. The FWS accepts that there is no Army plan or budget authority to remove UXO in the Firing Range. However, the Army has agreed to make a good faith effort to request UXO removal in connection with Army Reserve and/or Army National Guard training exercises to support refuge operations. To facilitate the support process, the FWS will incorporate building designs that minimize ground disturbance and will provide the Army a minimum 2-year advance notice of their request to complete UXO removal. If the Army is not able to obtain UXO removal support as part of a training exercise, the FWS agrees to withdraw its request and terminate any plans/operations requiring non-emergency UXO support.

In the central portion of JPG is an active 1,033-acre AF training area known as Jefferson Range. Jefferson Range is composed of a 983-acre air-to-ground bombing and strafing range and a 50-acre Precision Guided Munitions (PGM) range. Both the 983-acre range and the 50-acre range have associated safety fans that extend over a portion of the area proposed as Big Oaks NWR (Fig. 1). A composite footprint of approximately 5,100 acres supports the primary target area and a composite footprint of approximately 14,860 acres supports the PGM target area. During flight operations no personnel other than AF personnel will be allowed access inside the weapons footprints. The use of both footprints will be coordinated with the Refuge Manager through monthly scheduling or as necessary to meet mission requirements. When not in use, FWS personnel will have access to the safety footprints. Safety fans and other closed areas will be

barricaded as a precaution. The scheduling of public use on Big Oaks NWR that may conflict with AF activities will be coordinated through periodic meetings between the Refuge Manager and the AF Range Commander designed to eliminate conflicts and ensure safety.

In the event of an aircraft accident, the Jefferson Range Control Officer (RCO) will be the on-scene commander in charge until relieved by the appropriate military authority. Fire and medical support will be directed to the perimeter gate most advantageous to the crash site. Due to the dangers posed by military aircraft, no persons will be allowed access to a crash site until deemed appropriate by the on-scene official. The Jefferson Range Access Plan protocols concerning aircraft accidents will be adhered to by the FWS, and the Refuge Manager will coordinate and cooperatively work with the Jefferson RCO or other on-scene commander.

Safety Briefing Protocols

To ensure visitor safety, the Army will provide safety briefing materials that contain basic information on site history, the hazards of UXO, and the appropriate action when UXO or DU is encountered. The FWS will require all staff and visitors to undergo a safety briefing and will provide safety pamphlets containing this information and a map of Big Oaks NWR. FWS will also brief visitors on other hazards based on local site conditions. All Public Access Permits will be tracked by a permit number. An annual database will be maintained that records individual permit information (e.g., name, address, date of birth, date of safety briefing, etc.). An annual fee or daily fee will be charged for recreational use at Big Oaks NWR. Entrance fees will be waived for official duties conducted by contractors, FWS staff, AF staff, Army staff, and others designated by the Refuge Manager, but everyone will receive a safety briefing (AF visitors will receive briefings in accordance with the AF site access plan).

Entry Procedures

Visitors will check-in and undergo an appropriate safety briefing at the refuge office (presently in Building 125) and be issued a Public Access Permit. The visitor will then be given directions to the access gate controlled by a gate attendant. The gate location will be the sole access point for unescorted FWS visitors and is located adjacent to Gate 1a on the East Perimeter Road (Gate "1b"; Fig. 2). Visitor check-out will also occur at the refuge office. AF visitors, including Old Timbers Lodge guests, will be checked-in and out in accordance with the AF site access plan.

Types of Public Use

The FWS will provide staffing at a level consistent with the safe operation of the refuge. With the expectation of limited or no UXO cleanup in the future, public use levels will be low and limited to hunting, fishing, wildlife observation and photography, and guided tours (Table 1). Activities not covered within the Plan will not be allowed unless first reviewed and approved by the Army and declared compatible by the FWS.

Access

All public activities on the refuge will be controlled and limited within 2 zones identified in

consultation with the Army. These areas are 1) Limited Day Use Recreation and 2) Special Control Hunt Zones; a third zone would have no public access and would be considered closed to all types of entry except on established roads or under emergency conditions (Fig. 1). The Limited Day Use Zone will be used for hunting (deer and turkey), fishing (Old Timbers Lake), and limited opportunities for wildlife observation and photography, and guided (accompanied by FWS staff) environmental education and interpretation tours. The Special Control Hunt Zone will only have public access during a limited deer and turkey hunting season, and limited guided tours. All of these recreational units were previously used in the Army recreation program (Fig. 1).

Public use areas will be delineated by maps and by signs placed on their boundaries as required by NWR policies. Recreational opportunities during posted hours and periods will be available to the general public provided they have completed all necessary safety requirements, proper state licenses, appropriate permits for lottery seasons, and there are areas/staff available for the requested activity. Unescorted access will be limited to April through November (Table 1). Recreation units will have maximum capacity limits at any one time for all off-road visitor activities (Table 1, Fig. 1). Guided tours oriented toward environmental education, wildlife observation, interpretation, and the unique story of the property will be scheduled and completed without exposing the public participants to undue risk.

Protocols on How Public Use will be Monitored, Limited, and Controlled

Public access will be limited to specific days of the week and by seasonal periods (e.g., fishing, deer, and turkey seasons) (Table 1). The Army and the FWS will periodically reevaluate public access to determine if different limits are more appropriate.

The standard protocol for public access will be a check-in/check-out procedure to specific areas (e.g., Area 1, see Fig. 1) for those members of the public that have undergone a safety briefing. They will be allowed in areas identified as suitable for that type of activity (e.g., deer hunting in a Special Control Hunt Area; fishing in Old Timbers Lake). A daily entrance log/database will be kept of all public use on Big Oaks NWR. Information on types and locations of public use will be compiled in an annual report that will be distributed to the Army, AF and the FWS Region 3 Office.

Prior to unescorted public access occurring (June 3, 2000), the AF will install road barricades on the East Perimeter Road and the FWS will place closed area signs on these barricades to limit public access into interior areas of the refuge (Fig. 2). A total of 19 barricades will be placed around the periphery of the southern Special Control Hunt Zone. These barricades will be located at the point where all interior roads leave the East and West Perimeter Roads. The barricades on the West Perimeter Road will be in place by deer season (November 1, 2000). Other than during the limited deer and turkey hunts, these barricade gates will remain closed and locked at all times. FWS will control access into these areas during the annual turkey and deer hunts with the previously described protocols. Besides these hunt periods, only AF and FWS personnel or required contractors will be allowed access to these interior areas and the safety fan footprints. Closed area signs will also be placed alternating with the warning signs placed by the Army for closed access areas, especially for those areas adjacent to recreation units. Signs will

be placed on existing structures (i.e., fence posts, buildings, etc.), live trees, or on posts with weighted bases to avoid ground intrusion of sign posts.

As described in the MOA, the FWS will work closely with the AF on controlling visitor access and monitoring refuge visitors. The AF will be responsible for maintaining the perimeter fence and overall site security at JPG. The FWS will notify the AF of any damage to the perimeter fence in a timely manner.

The FWS will not tolerate individuals who violate safety regulations. For this reason, anyone who does not comply with safety regulations will forfeit his/her refuge access privileges as determined by the Refuge Manager or by a court of law. The FWS will also continue access restrictions made by the Army to specific individuals because of documented safety violations.

Enforcement of refuge trespass and other public use violations will be the primary responsibility of commissioned Refuge Law Enforcement Officers and cooperatively by Indiana Conservation Officers and other law enforcement agencies. General trespass, poaching, and other violations will be cooperatively enforced by these agencies. The FWS will meet with local law enforcement agencies and develop coordinated law enforcement strategies (these strategies will be in place by June 3, 2000) that will be coordinated with the AF. Procedures for obtaining law enforcement assistance will be based on legal jurisdiction where the incident occurs (e.g., in Ripley County the Ripley County Communication Supervisor will be contacted, likewise, in Jefferson or Jennings Counties the appropriate Communication Radio Dispatch Centers will be contacted). For emergency response situations, the cooperating agency will coordinate activities with a 24 hr point of contact (POC) listed in Attachment 1.

Fire suppression capabilities will be negotiated with a local Volunteer Fire Department and will be in place by June 3, 2000. The agreement will include protocols on suppression of wild fires and on-call assistance during prescribed fires. Protocols will instruct fire fighters to not leave roadways and to follow other Army safety directives. For fire department response after hours, the local fire department will be instructed to coordinate with the POC and to cut the lock on the gate most advantageous to their response. In this case, the fire department response will only occur if it is apparent that the fire could cause loss of life or property damage outside the perimeter fence.

Key Control

The AF will change all locks on the perimeter fence and will issue an appropriate number of perimeter and interior gate keys to the FWS for official use. These keys will be controlled in accordance with standard lock and key control protocols (Air National Guard 181st Fighter Wing Instruction 32-1003). All keys will be signed for on the Jefferson Range key control log. The FWS will inventory these keys quarterly in accordance with these key control protocols. The FWS will coordinate distribution of keys with law enforcement and emergency response agencies. The FWS will be responsible for the control of these keys. The party responsible for missing keys shall bear the cost for the re-coring of locks as applicable. The Jefferson Range Commander has the ultimate responsibility for lock and key control on the range and refuge.

Use of Refuge by Old Timber's Lodge (AF) Guests

The FWS will schedule priority refuge events for Old Timbers Lodge with the Jefferson Range AF Commander; at all other times the Old Timbers Lodge area will be off limits for refuge visitors. The refuge will allow Old Timbers Lodge guests access to refuge recreational activities on days/times those activities are available to the general public. Old Timbers Lodge guests must obtain a valid Big Oaks NWR Public Access Permit to participate in these activities and these guests must participate in an AF safety briefing. While on the refuge, all rules and regulations of the refuge will apply to Old Timbers Lodge guests.

Old Timbers Lodge guests must check-in and check-out at the refuge office to participate in recreational opportunities (e.g., fishing at Old Timbers Lake). If guests do not check-in, especially for fishing at Old Timbers Lake, they cannot be guaranteed the opportunity to participate in the recreational activity. For permitted deer or turkey hunts, Old Timbers Lodge guests must either have a valid state lottery permit for the specific hunt or participate in a reserved hunt drawing during the hunting season at the refuge office.

Table 1. Public use limits (use-days) for activities on Big Oaks NWR [a].

Activity	Description of where use will occur	Maximum one-time capacity	When allowed
Deer Hunting	See Public Access Map	423	November (6 days archery and 9 days gun)
Turkey Hunting	½ of the number hunters/area given on Public Access Map	212	April to Mid- May (15 Days)
Fishing	Max. 10 boats and Max. 40 on shore at Old Timbers Lake. No fishing allowed on any other body of water.	60 [b]	5 - 10 days per month; April through October
Wildlife Observation and Photography	½ of the number persons/area given on Public Access Map; only within Limited Day Use Zone	78 [b]	5 - 10 days per month; April through October
Guided tours (interpretation and environmental education)	Dependent on conveyances available and activity. By definition, accompanied by FWS staff.	12-50	By reservation

[a] Based on staff and funds available in FY 2000.

[b] Based on parking and trail availability

Attachment 1

24 Hour Contact List

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Road & Bridge Maintenance Commitments for FY 2000

Attached are the Fish and Wildlife Service road & bridge maintenance commitments for FY 2000. We are unable to commit to additional road and bridge maintenance responsibilities until our engineering division has had an opportunity to assess the condition and long term maintenance needs of the roads and bridges. We expect this assessment to take place in early FY 2001.

As agreed to within Attachment 5 of the MOA, all structures that are not indicated as the Air Force's responsibility on the enclosed map and were identified as bridges in the 1997 Bridge Inspection will be inspected prior to December 1, 2000 or they will be closed. In addition, our cultural resources division may require an assessment of at least one bridge as it has been determined to meet conditions for inclusion in the National Register and may require special maintenance needs if we determine that we will upkeep this bridge in the future.

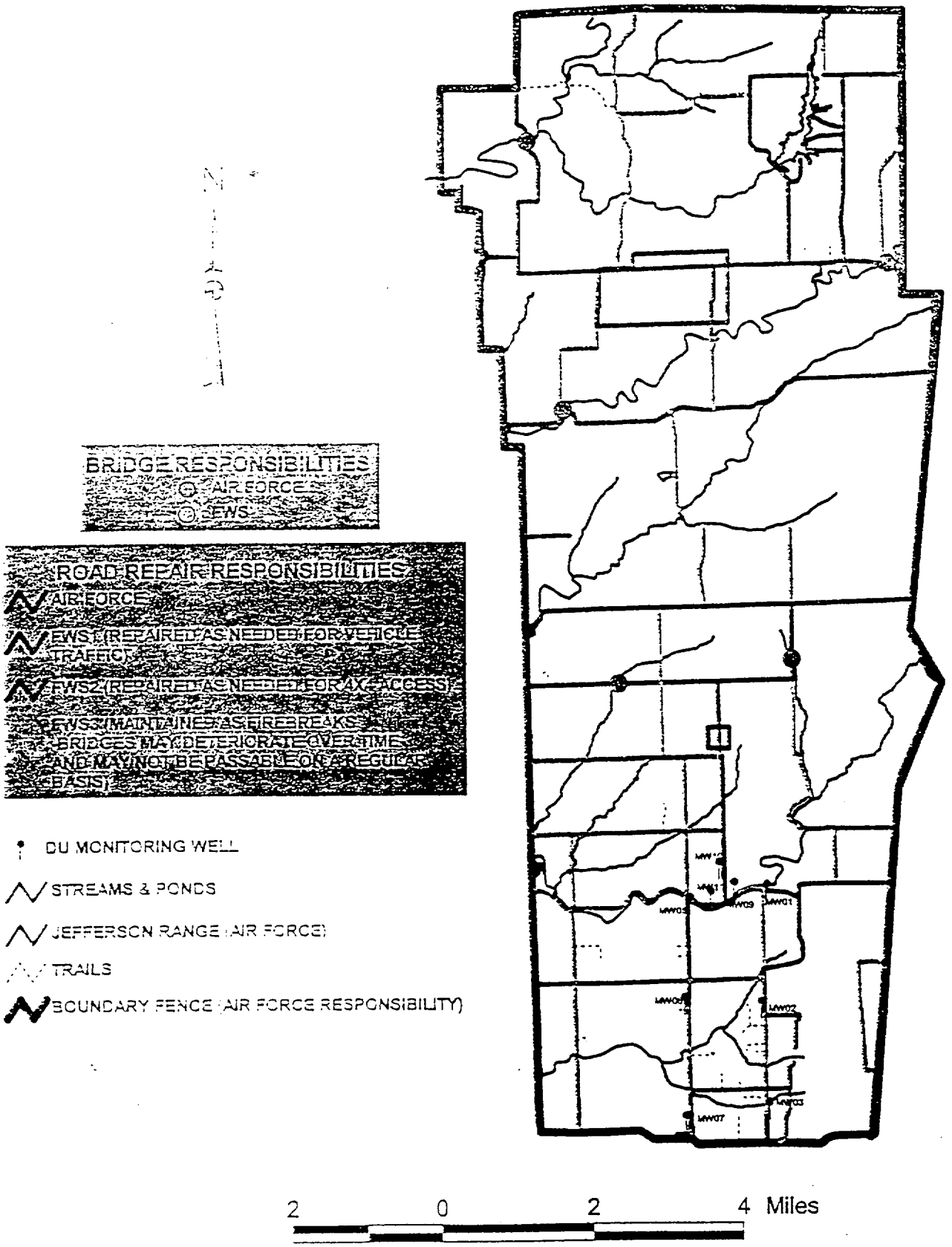
Table 1 gives a breakdown by category of all roads at Jefferson Proving Ground.

Table 1

MAINTENANCE RESPONSIBILITY	MILES
Air Force	62
CLOSED	20
FWS (public)	9
FWS (4X4)	10
FWS (firebreaks)	47
TOTAL	148

We have indicated on the attached map those roads we will keep open in FY 2000 for Depleted Uranium monitoring well access. In addition, public access to areas north of K Road will be maintained as indicated for the FY 2000 period. An additional 47 miles of roads are needed for firebreaks and will be evaluated in the future for inclusion in our annual maintenance cycle for roads.

The Service cannot assume responsibility for any buildings this fiscal year. Our engineering division has stated that they will require a site assessment prior to assuming maintenance responsibilities. We expect this assessment to take place in early FY 2001 concurrent with the road and bridge assessment. In addition, our cultural resources division may require an assessment of any buildings along the firing line for which we plan to assume maintenance responsibilities. These buildings, while not eligible for inclusion in the National Register by themselves, are within a historic district and may require special maintenance considerations.

EXHIBIT D

ROAD MAINTENANCE