



General Activities Special Use Permit

Station #: **53591**

(For Official Use Only)

Permit #: **NBD-23.07**

Permit Term: From **01/01/2023** To **12/31/2023**

1) Permittee Name/Business: **Chief Donald Stevens, chiefdonstevens@comcast.net**

2) Permit Status: a) Approved: If approved, provide special conditions (if any) in the text box below.
b) Denied: If denied, provide justification in the text box below.

[Type in additional Special Conditions or Justification for Denied Permit in the space provided]

To allow the Nulhegan Band of the Coosuk - Abenaki Nation to harvest specific edible and medicinal plants from the Nulhegan Basin Division. A list of plants and quantities allowed for harvest is attached.

Permittee is required to provide a report to the Refuge Manager at the end of the calendar year with the following information: species and total amount harvested.

- 3) Are there additional special conditions attached to the permit? Yes No
- 4) Are other licenses/permits required, and have they been verified? Yes No N/A
- 5) Are Insurance and/or Certification(s) required, and have they been verified? Yes No N/A
- 6) Record of Payments: Full Partial Exempt

Amount of full payment: Record of partial payments:

7) Is a surety bond or security deposit required? Yes No N/A

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the applicant signed below, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions, and requirements included or attached. A copy of this permit should be kept on-hand so that it may be shown at any time to any refuge staff.

8) Permit approved/issued by: (Signature and title)

STEPHEN AGIUS Digitally signed by STEPHEN AGIUS
Date: 2022.12.07 08:42:32 -05'00'

Date: _____

9) Permit accepted by: (Signature of permittee)

Date: 12/2/22

PRINT FORM

General Conditions and Requirements

- 1) Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
- 2) Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
- 3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.
- 4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.
- 5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.
- 6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.
- 7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
- 8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.
- 9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.
- 10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.
- 11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

Abenaki Tribal Plant (Pizwikwkil) Request

Food to be Harvested

Common Name	Abenaki Name	Latin Name	Amounts Per Person	Harvest Time Restrictions
Blueberries, Raspberries, Strawberries, Blackberries	Satal Segweskiminak Mskikoiminak Psagwdamenak	Vaccinium spp. Rubus strigosus Fragaria virginiana Rubus allegheniensis	One quart per person	When seasonally available
Burdock Root	Sagadabo	Arctium sp.	2 gallons per person	July and August
Cattail	Pakwaaskw	Typha latifolia	One gallon per person	Year round
Cherry, Black	Kchi Adbimenal	Prunus serotina	One quart per person	When seasonally available
Cherries, Choke	Adbimenakwamek	Prunus virginiana	One quart per person	When seasonally available
Dandelion Greens	Wskibakol	Taraxacum	One gallon per person	April - September
Fiddleheads	Masozial	Matteuccia struthiopteris	One half pound (8 ounces) per person	May - June
Lichen	Agwôdawas	Basidiomycetes	One gallon per person	Year round
Mushrooms, edible	Agwôdawas	Basidiomycetes	One half pound (8 ounces) per person	April - October
Onions, Wild	Alnôbaiwinosak	Allium canadense	One gallon per person	May - June

Medicine to be Harvested

Name	Abenaki	Latin	Use	Quantity/ person-Year	Harvest Time
Balsam Fir Pitch	Kokokhôakw Pego	<i>Abies balsamea</i>	Antibiotic Ointment	Half cup per person	Year round
Beech Leaves	Wajoimizi Wanibagol	<i>Fagus grandifolia</i>	Vitamin Drink	Two pounds leaves per person	Year round
Boneset	Môlôdag- winebizon	<i>Eupatorium perfoliatum</i>	Setting Bones	One pound per person	August-Sept.
Burdock Leaf	Madahôdow- ibakol	<i>Arctium sp.</i>	Skin Rashes, Food	Three plants per person	Summer
Catnip	Kchi Pseske	<i>Nepeta cataria</i>	Reduces Fever	One pound per person	Summer
Cedar Boughs	Kôksk Sedi- ak	<i>Thuja occidentalis</i>	Smudge	five pounds per person	Year round
Chokeberries	Psolimenak	<i>Aronia melanocarpa</i>	Anti Oxidant	One pound per person	August-Sept.
Coltsfoot	Wizôwadawa	<i>Tussilago farfara</i>	Coughing	Two pounds flowers per person	Early Spring
Dandelion Root	Wskibakol	<i>Taraxacum</i>	Vitamine A, stimulant	Three pounds per person	Summer
Elderberries, Common	Saskibimenal	<i>Sambucus canadensis</i>	Flu Relief	One pound per person	When seasonally available
Evening Prim- rose	Wizôwadawa	<i>Oenothera; L.</i>	Mind Tonic	1 cup of seeds per person	September
Goldthread roots	Wizôwajap- kasisal	<i>Coptis groenlandica</i>	Common Cold	One pint per person	September
Indian Pipe	Odamôganis	<i>Monotropa uniflora</i>	Eyewash	One pint per person	July-Sept.

Labrador Tea	Asôbakw	Ledum groenlandia	Relaxant	One pound per person	September
Mint, all	Kôgôgow-ibakw	Mentha arvensis	Medicine, Flavoring	Two pounds per person	Spring
Mullein	Wtamôwak	Verbascum	Coughing	Two pounds per person	Summer
Pearly Everlasting	Wanibag-wisal	A. margaritacea	Smudge	Half bushel per person	September
Pine, White, needles	Kwenibakok	Pinus strobus	Vitamin C	One pound needles per person	Year round
Plantain, Common	Ôwdiibakw	Plantago major	Drawing Aid	One pound per person	Summer
Raspberry Leaves	Segweski-menimoziak	Rubus strigosus	Goodwill	One pound per person	Fall
Shelf Mushrooms	Agwôdawas	Fomitopsis betulina	Smudge	Five pounds per person	Year round
Spruce Gum	Mskaskibego	Picea glauca	Expectorant	One pound per person	Year round
Spruce Tips*	Mskaskak	Picea rubens	Anti-fungal	One pound per person	Spring
St. John's Wort	Wizôwadawa	Hypericum spp.	Muscle Relaxant	Half pound flowers	July - August
Sumac Berries	Salônakwam	Rhus esp. typhina	Vitamin C	Two pounds per person	Late summer
Sweetgrass	Mskikoal	Hierochle odorata	Smudge	Two pounds per person	June-Sept.
White Birch	Maskwamozi	Betula papyrifera	Antacid	Five pounds per person	Year round
Wintergreen	Sagakhime-nal	Gaultheria procumbent	Common Cold	Half pound per person	Year round
Witch Hazel	Madawin-noipekodaigan	Hamamelis virginiana	Cuts, bites, hemorrhoids	Half pound twigs per person	Spring
Yarrow Flowers	Nahamai bi-zonal	Achillea millefolium	Smudge	Half pound per person	August-Sept.
Yellow Birch	Wins	Betula alleghaniensis	Muscle Relaxant	20 small branches per person	Year round

Cultural Use

Name	Abenaki	Scientific	Use	Quantity per year	Harvest time
Nettles	Mazônal	Apocyanum cannabinum	Fiber	One pound per person	July-Sept.
Spruce Root*	Mesazeso	Picea glauca	Baskets, Canoes	600 feet per person	April - Nov.
Sweetgrass	Mskikoal	Hierochle odorata	Baskets	Two pounds per person	June-Sept.
White Birch (Bark)*	Maskwamozi	Betula papyrifera	Baskets, Canoes	One tree per person	Nov. - April

Species identified with an **asterisk*** require additional consultation and approval, as the refuge is actively engaged in climate change silviculture research and harvesting certain species could negatively impact the scientific research.



United States Department of the Interior
FISH AND WILDLIFE SERVICE
NULHEGAN BASIN DIVISION
Silvio O. Conte National Fish and Wildlife Refuge
5396 Route 105
Brunswick, VT 05905
Phone: 802-962-5240
Fax: 802-962-5006



This Special Use Permit is subject to the following requirements, regulations, and stipulations:

1. In consideration of being permitted to engage in the activity authorized under this Permit at the Nulhegan Basin Division of the Silvio O. Conte National Fish and Wildlife Refuge, Permittee, and all accompanying persons, hereinafter referred to collectively as "Permittee," being of lawful age, for himself and his personal representatives, heirs, and next of kin, hereby releases, waives, and forever discharges the United States of America, its agents and employees, all for the purposes herein referred to as, Releasees, from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any injury, which may occur while engaged in the permitted activity, and covenants not to sue the Releasees, for any loss or damages, and any claim or damage therefore, on account of injury to the person or property or resulting in death of the Permittee, whether caused by the negligence of Releasees or otherwise. Permittee agrees to indemnify, defend, save and hold harmless the Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to the presence of Permittee in or upon the said property of the United States. Releasor agrees that this release and waiver are intended to be as broad and inclusive as permitted by the laws of the State of Vermont and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect. The said obligation to indemnify shall survive the termination or expiration of this Permit.
2. Permittee shall further indemnify the Service against all actions, suits, damages, and claims by whomever brought or made by reason of the nonobservance or nonperformance of:
 - a. any obligation under this Permit; or
 - b. any federal, state, local law or regulation.
3. Permittee is required to provide a report to the Refuge Manager at the end of the calendar year with the following information: species and total amount harvested, date of harvest, and location of harvest areas highlighted on a map.
4. Permittee will not conduct activities in connection with this permit in any such manner that would cause damage to refuge roads, lands, habitats, and waters, or present hazards or annoyances to other refuge visitors, or hinder vehicular traffic.
5. Vehicular travel is restricted to gravel roads only. Permittee will repair any property damage caused by the Permittee, its employees, its designees, or associates in connection with the activities described by this permit, and will report any damages to the Refuge Manager as soon as possible.
6. Permittee will not litter, camp, park overnight, start or use open fires on refuge lands while engaged in the activities connected with this permit.
7. Permittee will obey the laws of the United States and Vermont while engaged in activities connected with this permit.
8. Permittee will have in possession this Special Use Permit and List of Special Conditions while engaged in the activities described therein and will present it to Refuge officials, or law enforcement agents of United States or Vermont upon their request.