

**Prospectus for commercial operation of the Aspen and Glade Guard
Stations**

San Juan National Forest, Dolores Ranger District

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service**

September 2016

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I. Business Opportunity

A. Introduction

The USDA Forest Service is soliciting applications from interested parties to operate historic guard stations under a commercial Granger Thye permit on the San Juan National Forest.

A Granger Thye permit will be issued to provide a high quality public service in the operation of the two guard stations located on the Dolores Ranger District for use by the paying public. The permit term will be for 2 years, with an option to extend the term non-competitively for an additional 5 years. The decision to extend the term will depend on sustained satisfactory performance by the permit holder.

The authorized officer for the permit will be the Dolores District Ranger.

Applicants are encouraged to research this opportunity and participate in the show-me-trip opportunities. Important considerations are the travel patterns, visitation numbers, season of use, potential revenue, logistics and cost of operations.

Providing public benefit and generating revenue are critical parts of this opportunity.

The selecting official for this business opportunity is:

**Derek Padilla
District Ranger
San Juan National Forest, Dolores Ranger District
29211 Hwy 184
Dolores, CO 81323**

Application Packages must be received by close of business (4:30 p.m.) on Friday, October 27th, 2017.

Any and all applicants have the opportunity to apply, except for members of Congress, resident Commissioners, and current Forest Service Employees.

Applicants should contact Tom Rice, Recreation Staff Officer, at 970 882 6843 or at thomasbrice@fs.fed.us regarding any questions related to this prospectus.

SHOW-ME TRIPS

Show me trips can be scheduled with the Dolores Ranger District. This field trip will be an overview of the area and a walk through of the facility. Applicants are also encouraged to visit the area on their own. The facilities will be open during the show-me trip.

REVIEW PROCESS

A team of Forest Service employees will evaluate the applications and develop a recommendation to the selecting official.

All applicants will be required to complete and submit a business plan as part of their proposal. A sample format is attached as Appendix 8.

The San Juan National Forest, Dolores Ranger District intends to mail a selection letter to the successful applicant prior to April 2018. Letters of non-selection will be mailed concurrently.

The goal is to have an operator in place during the summer of 2018.

B. Area Description

The Dolores Ranger District is located in southwest Colorado in Montezuma, Dolores and San Miguel Counties and encompasses 597,373 acres. The District stretches west of the La Plata Mountains and north to Lizard Head Pass. The landscape is dominated by Pinyon/Juniper, Aspen, and Ponderosa and Spruce/Fir forests and includes the headwaters of the Dolores River. US Hwy. 145, a Scenic Byway, crosses part of the forest.

The San Juan National Forest provides year-round recreational opportunities. Summer month recreational opportunities include camping, hiking, boating, mountain biking, picnicking, driving along the Scenic Byway, hang gliding, horseback riding, fishing, backpacking, motorcycling and ATV riding and viewing picturesque vistas. In the winter months snowmobiling, skiing, snow biking, snowshoeing, dog sledding and sledding are popular activities.

The weather is typical for the Rocky Mountains with the wettest months in the spring. During the summer season rainfall is normally brief with afternoon thunderstorms on most days into the middle of August. Temperatures range from the mid 70's from early June to the mid 80's in early August and then tapering back to the low 70's by Labor Day weekend. Winter months will see snow accumulations starting in September/ or October and continuing some years into late May. Winter month temperatures range from the negative teens to the mid 30's.

C. Description of Guard Stations and anticipated services

The Aspen Guard Station is located approximately ten miles from Mancos, CO on Forest Road 561. It is a rustic cabin with a water well, propane and solar system. It has a kitchen and three bedrooms. The incumbent operator would be required to replace a wood burning stove with a propane stove installed by a certified propane specialist.

The Glade Guard Station is located over 30 miles from Cortez, CO on Forest Road 512. It is similar to the Aspen Guard Station but has had renovations in the past 5 years that include corrals.

Access for both properties is via graveled forest roads. Winter snowfall typically closes access as early as November with spring time snows lasting into May. Snow machines and OHVs can be used for access when roads are closed due to snow.

The selected applicant will have the opportunity to provide rental cabin services to the public under a Granger Thye permit. Applicants are encouraged to provide any information related to operating historic Forest Service facilities in their application.

D. Government-Furnished Property

The Forest Service will provide certain property for incidental use only in conjunction with the Granger Thye permit (**Appendix 3**).

E. Government-Furnished Supplies

The Forest Service will not furnish any supplies for day-to-day operation of the properties. Government-furnished supplies will be limited to those necessary for programmatic consistency, including:

- Forms to report use and revenue.
- Signage-temporary signage deemed mutually beneficial for operator, public safety and/or efficiency of operations.

F. Utilities and Waste Management

Certain utilities and infrastructure exist for the sites identified in this prospectus. The permit holder will be responsible for securing, managing, and paying for these utilities. Applicants should contact current service providers to obtain estimated costs for the utilities. These utilities include:

Electrical

Solar systems

Telephone

There is no land-line telephone service available to the operator.

Water

The permit holder will be responsible for operating the water system that includes a solar electric system that operates a pump and a treatment system. Operators must follow Colorado Department of Public Health and Environment drinking water rules.

Garbage

The permit holder will be responsible for garbage removal associated with the commercial operation.

Heating

The permit holder will be responsible for purchasing and installing a new propane heater and tank using a certified technician

Liquid and Solid Waste Disposal

The permit holder is responsible for maintaining any waste water systems associated with the facilities.

II. Forest Service Programs and Policies

Granger Thye operations are authorized by special use permits. An example of a special use permit form is included in Appendix 4.

A. Site Closures

The Forest Service reserves the right to close all or a portion of any area in this prospectus for repair; construction; floods, snow, extreme fire danger, or other natural events; wildlife

protection; or risks to public health and safety. The Forest Service shall not be liable to the permit holder for lost revenue, operating costs, or any other losses resulting from these closures. However, for fee calculation purposes, the permit shall be placed in non-use status.

B. Administrative Use

If the Forest Service requires the permit holder to provide a service for the agency, the permit holder will be compensated for that use under a separate authorization.

C. Applicable Forest Orders

Forest Orders may be issued unilaterally to address a variety of management concerns on the San Juan National.

D. Fee Tickets and Compilation of Use and Revenue Data

The permit holder must provide monthly use and revenue data to the Forest Service (see Appendix 5 of the prospectus for a sample use report). All use reports must be completed at the end of the operating season or at a date agreed to by the Forest Service. At a minimum, monthly and year-end use reports must include:

- Total fee revenue for cabin rentals

In addition, year-end use reports must include:

- Total taxes paid.
- Total gross revenue.
- Total net revenue.

E. Performance Evaluations

At a minimum, the Forest Service will perform a year-end performance evaluation within four months of the close of the operating season (see Appendix 6). An unsatisfactory rating may be cause for suspension or revocation of the special use permit. Sustained satisfactory performance is required for a permit extension beyond the first 5 year term.

F. Law Enforcement

Forest Service Manual (FSM) 2342.1 addresses the law enforcement authorities and responsibilities of state and local law enforcement agencies and the Forest Service at developed recreation sites.

G. Other Pertinent Information

Fuel, Butane and Propane facilities

For safety and regulatory reasons, the permit holder must install or store bulk fuel, butane, propane or other hazardous materials according to Colorado Department of Public Health and Environment standards. Any spills must be reported immediately to the permit administrator with the Dolores Ranger District as well as to Fire and Law Enforcement agencies in order to rapidly begin cleanup operations.

Resource Concerns

Wildlife Mitigation-Facilities will have trash and garbage service and campsite cleanliness managed to minimize wildlife habituation.

Archaeological Resources- Both Guard Stations are protected by the National Historic Preservation Act. The permit holder will have to coordinate new projects (if any) with the Forest Service before any work is started. The permit holder will have to notify Forest Service law enforcement personnel immediately of any unauthorized disturbance of archaeological sites.

Condition of Trees- It is strongly recommended that the permit holder have or obtain training in the identification of hazard tree conditions and in safe and proper tree felling techniques.

Hazard Tree Removal-The permit holder will conduct pre-season inspections of the site to identify existing and potential hazards, including hazard trees. The permit holder will be responsible for identifying, monitoring, and removing hazard trees during the operating season.

Noxious Weeds

The holder is responsible for control of noxious weed infestations within their permitted boundaries.

Grass or Vegetation Mowing and Weed Eating

The holder is responsible for trimming grass and other ground vegetation on a regular basis to reduce potential for wildfire adjacent to sites, expose parking barriers, and to maintain a comfortable and inviting setting.

H. Fees Charged to the Public-The potential permit holder should charge the lowest fee possible that provides the best experience to the visitor. The applicant may propose a variable pricing schedule based on the type of service, setting and comparable private offerings. This criteria is of equal importance with the fee returned to Government.

III. Special Use Permit

In exercising the rights and privileges granted by the special use permit, the permit holder must comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

A. Permit Term

The permit term will be for 5 years, with an option to extend the term non-competitively for an additional 5 years. The decision to extend the term will depend on sustained satisfactory performance of the permit holder.

If the decision to select a permit holder is appealed, a permit will not be issued until the appeal has been resolved, unless operation is needed during the appeal, in which case a permit with a term of one year or less may be issued.

B. Permit Holder Responsibilities

This section highlights the requirements of the permit; an example is contained in Appendix 4 of the prospectus. Applicants are responsible for familiarizing themselves with all permit requirements that govern the operation covered by this prospectus.

Responsibility for Day-to-Day Activities

As a general rule, the holder will be required to conduct the day-to-day activities authorized by the permit. Some, but not all, of these activities may be conducted by someone other than the permit holder, but only with the prior written approval of the authorized officer of the Forest Service. The permit holder will continue to be responsible for compliance with all the terms of the permit.

Permit Holder-Furnished Supplies and Equipment

The permit holder will be required to provide all housewares for operations of the Guard Stations. They are also responsible for general maintenance of the site including hazard tree removal, lawn care, fence repair, corrals and weed control.

State Registration Requirements

The permit holder will be required to provide documents that the business is registered with the State of Colorado.

Brochure

Selected applicants must provide a brochure advertising current rates and services. All advertising including electronic media must state that the facility operates under a special use permit on the Dolores District of the San Juan National Forest.

Record keeping

The permittee will be required to provide annual financial and actual use records to determine the annual fees payable to the Forest Service. All original records of use by date and service and the names of customers must be retained and readily available for inspection for the most recent five years.

C. Granger-Thye Fee Offset Agreement

The federal government owns all the improvements at the sites covered by this prospectus. Under Section 7 of the Granger-Thye (GT) Act and the terms of the permit, the permit fee may be offset in whole or in part by the value of Government maintenance, reconditioning, renovation, and improvement (MRRI) performed at the permit holder's expense. Government MRRI is defined as maintenance, reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

All Government MRRI shall be enumerated in an annual GT fee offset agreement signed by the holder and the Forest Service in advance of the operating season. Alternatively, a multi-year fee GT fee offset agreement can be prepared for consolidated fee payments.

The holder must perform GT fee offset work. Additionally, indirect costs may be offset provided the holder submits either a currently approved indirect cost rate or accounting procedures and supporting documentation to determine an indirect cost rate.

The holder's claims for GT fee offset must be documented using the FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification Form. This form requires the holder to itemize allowable costs incurred for an approved GT fee offset project and to certify the accuracy and completeness of claims.

D. Insurance

Liability Insurance

The holder will have in force liability insurance covering losses associated with the use and occupancy authorized by a permit. The coverage shall extend to property damage, bodily injury or death rising out of the holder's activity in the minimum amount of:

- \$500,000 for injury or death to one person per occurrence
- \$1,000,000 for injury or death to more than one person per occurrence; and
- \$25,000 for third-party damage per occurrence,
- Or in the minimum amount of \$1,000,000 as a combined single limit per occurrence.

In addition the insurance must indemnify the United States against any liability for damage to life or property. A valid certificate of insurance must be provided before a special use permit will be issued.

E. Recreation.gov reservation system

The permit holder must use the Recreation.gov reservations system within two years of initial operation.

IV. Application

A. Instructions for Submitting Applications

Applicants must submit a written application that addresses all activities offered in this prospectus.

Applicants are strongly encouraged to visit the sites at least once before submitting an application (*see* Appendices 1 and 2, vicinity and area maps).

The information in this prospectus is from generally reliable sources, but no warranty is made as to its accuracy. Each applicant is expected to make an independent assessment of the business opportunity offered in this prospectus.

All applications must be submitted to:

Derek Padilla

District Ranger

San Juan National Forest, Dolores Ranger District

29211 Hwy 184

Dolores, CO 81323

Applications must be received by close of business (4:30 p.m.) on October 27th, 2017.

Applicants must submit 5 copies of their application package and supporting documents.

Please ensure that all requested information is submitted. Missing or incomplete information will result in a lower rating for the corresponding evaluation criteria.

Applications (SF 299) must be signed. The person signing for an entity must have authority to sign for that entity. Applicants must include their address, telephone number, facsimile number, and email address.

Corporations also must include:

- Evidence of incorporation and good standing.
- If reasonably obtainable, the name and address of each shareholder owning 3 percent or more of the corporation's shares and the number and percentage of any class of voting shares that each shareholder is authorized to vote.
- The name and address of each affiliate of the corporation.
- If an affiliate is controlled by the corporation, the number of shares and the percentage of any class of voting stock of the affiliate owned, directly or indirectly, by the corporation.
- If an affiliate controls the corporation, the number of shares and the percentage of any class of voting stock of the corporation owned, directly or indirectly, by the affiliate.

Partnerships, limited liability companies (LLCs), associations, or other unincorporated entities must submit a certified copy of the partnership agreement or other documentation establishing the entity or a certificate of good standing under the laws of the state where the entity is located.

B. General Terms, Qualifications, and Reservations

All applicants have an equal opportunity to apply. Except for members of Congress, Resident Commissioners, and current Forest Service employees, any individual or entity may apply.

The Forest Service does not guarantee a profitable operation. Rather, applicants are responsible for reviewing the prospectus and making their own determination concerning business viability.

The Forest Service reserves the right to select the successful applicant based solely on the initial application, without oral or written discussions.

The Forest Service reserves the right to reject any or all applications and to rescind the prospectus at any time and not issue any permit.

Any oral statement made by a representative of the Forest Service shall not modify the requirements of this prospectus. If it is determined that an error or omission has been made or additional information is required, a written amendment will be sent to each person or entity receiving a copy of this prospectus, or upon the request of any potential respondent.

If there is a conflict between the terms of the prospectus and the special use permit, the terms of the permit will control.

C. Application Package Requirements

Applications must be in writing and must include or address the following:

- A signed, completed Special Use Application form (SF 299) (Use the form included in Appendix 9)
- A proposed annual operating plan (including required and optional services).
- A business plan, business experience and references. Financial resources
- Fees charged to the public.

Proposals are confidential and will not be released without the permission of the applicant. Financial information is to be treated as confidential to the extent allowed under Freedom of Information Act (5 USC 552 and 522a respectively)

1. Proposed Annual Operating Plan (Including Required and Optional Services)

Applicants must submit a proposed annual operating plan that addresses all required and optional services. Applicants must utilize the sample annual operating plan (*see* Appendix 7 of the prospectus) to organize their response to this section. The successful applicant's proposed operating plan will be attached to and become a part of the permit.

Applicants must specify whether another party will assist with any of the operational aspects of the properties, and if so, must include the other party's name, address, telephone number, email address, and relevant experience.

Below are highlights of what needs to be addressed in the proposed annual operating plan. For more detail, see the sample annual operating plan in Appendix 7 of the prospectus.

Operating Season

The operating season typically begins in June, ending in November. Winter snow conditions typically make the road impassable from November to May. Applicants must understand that weather can result in a shorter season on both ends of the period of operation or there may also be extended season opportunities weather permitting. The Forest Service is not responsible for natural conditions that affect operations.

The properties must be open and operational seven days per week during the minimum operating season, unless a Forest Service closure order is in effect or lack of customers results in low sales.

Staffing

Applicants must address appropriate staffing to meet customer service standards. The holder will be responsible for furnishing all personnel and for adequately training and supervising their activities under the terms of the permit. The holder must meet requirements of federal and state laws governing employment, wages, and worker safety as regulated by federal or state agencies. Applicants should address worker hours, wages, benefits and schedules. Applicants also should address staff training for effective customer service, conflict resolution, area-specific emergency procedures, and dissemination of recreation and tourism information.

Supervision and Management

Applicants must designate in writing an individual to serve as the agent of the holder for purposes of administration of the permit by the Forest Service. The designated agent must periodically review attendant performance on site and must be available to resolve operational issues within 24 hours of discovery or notification. The holder will be responsible for the conduct of its employees, including preventing conduct prohibited by 36 CFR part 261, Subpart A, and ensuring that employees are not under the influence of intoxicating beverages or narcotic drugs while on duty or representing the holder. Applicants also must include a policy for removing employees who engage in inappropriate conduct.

2. Business Plan, Business Experience, and References

Applicants must submit a business plan utilizing the format in Appendix 8 of the prospectus. This part of the application package must be a separate document. The business plan provides a thorough analysis of an applicant's vision of the proposed business. A good business plan is essential for running a successful business, maintaining and improving the business, and raising needed capital.

Applicants must furnish a detailed description of their experience relating to operating and maintaining historic Forest Service facilities. The description must include experience in private business, public service, or any nonprofit or other related enterprises. Applicants are encouraged to contact their local Small Business Development Center (SBDC) if they need assistance in completing their business plans.

References

Applicants also must furnish two references with names, addresses, telephone numbers, and email addresses in support of relevant business experience. These references will be contacted for information regarding applicants' past performance. In addition, the Forest Service may consider past performance information from other sources.

3. Fees Charged to the Public

Applicants must provide a comprehensive schedule of all fees/costs they propose to charge to the public; (see Appendix 7, Sample Annual Operating Plan, for a list of required and optional

services). All proposed fees to be charged to the public also must be included in the business plan as an income item.

In no case will the applicant/permittee charge fees for parking or casual access to the Guard Stations.

4. Fee to the Government

Fee to the Government

The Government is obligated to obtain fair market value for the use of its land and improvements. The minimum fee is \$571 per year. The minimum fee is the concession's average gross revenue for the past three years multiplied by the current 30-year Treasury bond rate (on the final prospectus issue date-in the 3% range). The minimum fee will be adjusted at the end of the first five years of the permit term if the permit is extended for five years.

Minimum Fee Calculation Year	Gross Revenue
2013	\$ 5290.00
2014	\$ 5700.00
2015	\$ 5720.00
Total	\$ 16,710.00

D. Evaluation/Selection of Applications

The objective is to select the applicant whose proposal best meets the public need. The applicant who is selected will be the best qualified to operate and maintain these public services based on, but not limited to, the written materials submitted in the application package.

A review panel with experience in Granger Thye permits will evaluate each proposal independently and collectively. The panel will review, evaluate and compare proposals using the weighted selection criteria (see below) and professional judgment, but will not solely use a mathematical scoring system. Verbal comments will not be part of the selection process, only written comments or documentation of past performance will be part of the selection process. Selection will be based on the criteria listed as well as the other criteria that are appropriate.

The selection of the successful applicant is an appealable decision under 36 CFR 214. An appellant must file a notice of appeal within 45 days of the date on the notice of written decision of selection.

Applicants may be awarded the operations of one or both facilities.

Selection Criteria and Weighted Value Percentage

This section describes how each proposal will be reviewed and evaluated by the panel using the following criteria.

- 1. Type and quality of customer service (35%)**-The kind and quality of the service proposed in terms of meeting public need. Applicants will be evaluated according to items listed in the operating plan such as: how the proposal meets the mission of the

Forest Service; how the proposal provides protection of the natural environment; how the proposed operation will provide for a quality client experience (i.e. the type of operation, type of equipment and how customers will be cared for); how safety is provided for and what kinds of emergency procedures will be implemented for human and environmental health and safety incidences; and how the proposal will provide services to special populations.

2. **Experience (40%)**- This includes an evaluation of the applicant's response to items addressed in the Business Plan, Operating Plan and Special Use Application Form such as:
 - The applicant's experience and the qualification they possess to operate the proposed Guard Station rentals.
 - Knowledge of historic Forest Service facilities or cabin rentals.
 - Past permits issued by land management agencies or their partners and any violations issued by regulatory agencies.
3. **Business Plan (25%)** - The financial capability of the proponent to operate and maintain a cabin rental program and the demonstrated ability for the business to be successful.

The Forest Service will consider only the applicant's written application package and any past performance information obtained by the Forest Service. During the evaluation process, the evaluation panel may contact any references, including all federal, state, and local entities that have had a business relationship with the applicant. The evaluation panel also may consider past performance information from other sources.

The evaluation panel will make a recommendation to the authorized officer as to which applicant offers the best value to the Government. The authorized officer will make the selection decision. All applicants will be notified of the successful applicant via certified mail.

The Forest Service reserves the right to reject any and all applications.

The Forest Service reserves the right to rescind the prospectus at any time before a special use permit is issued.

V. Post-Selection Requirements

Once an applicant has been selected, the following information must be submitted and approved by the Forest Service prior to issuance of a special use permit within 60 days of selection.

- A final annual operating plan containing all the items included in the annual operating plan submitted in response to the prospectus.
- Documentation of required liability insurance and, if applicable, property insurance.
- Documentation of bonding, if applicable.
- Documentation that utility services have been obtained in the name of the selected applicant.
- A state business license and any other required federal, state, or local certifications or licenses including a State of Colorado certified water operator.

The successful applicant will be required to submit all these items within 30 days of the receipt of the selection letter. If these requirements are not met within the 30-day period, a special use permit will not be issued. The applicant who receives the next-highest rating may then be selected for the special use permit, subject to the same requirements.

Burden and Non-Discrimination Statement

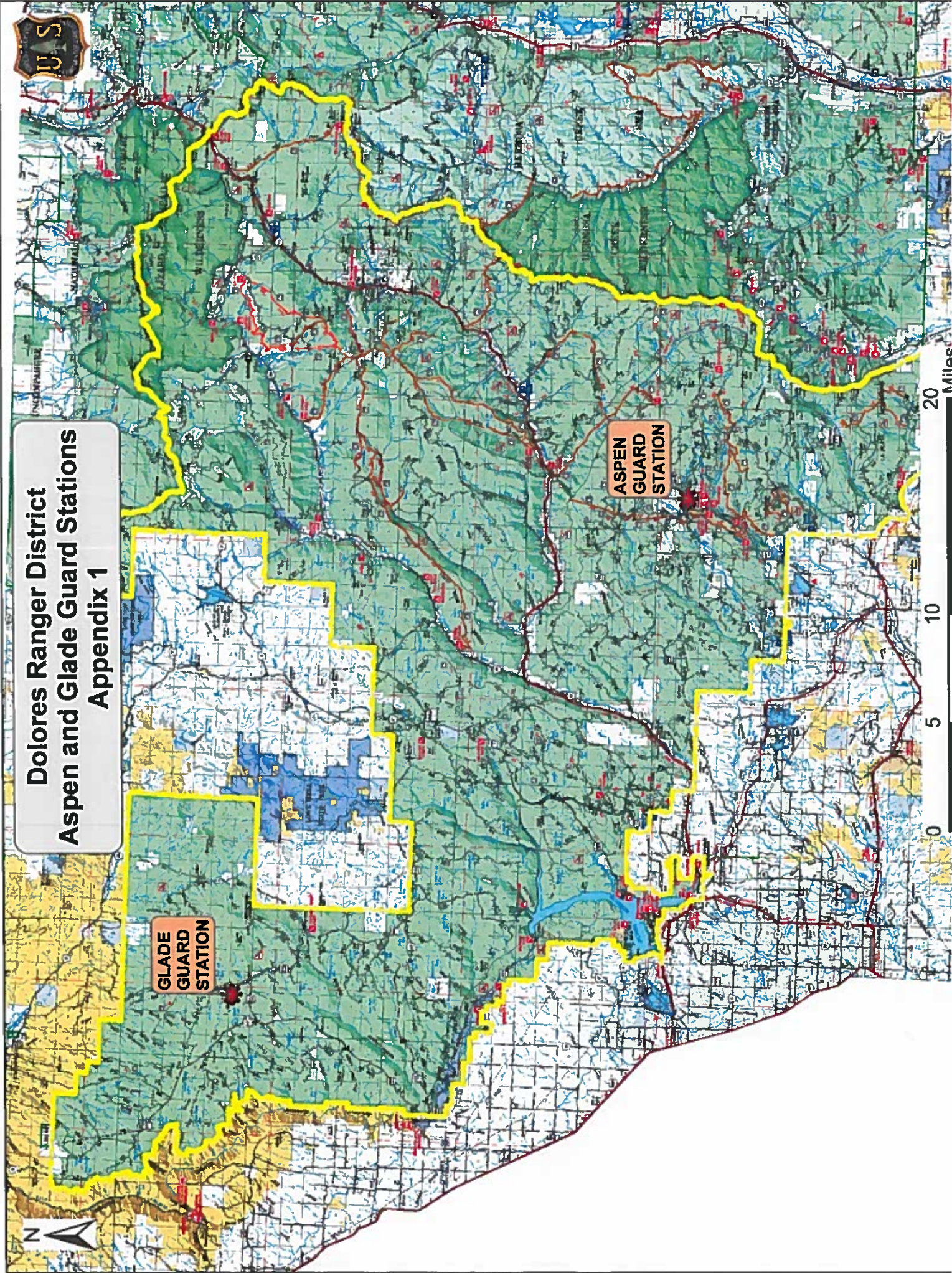
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 10 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free at (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer. The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



**Dolores Ranger District
Aspen and Glade Guard Stations
Appendix 1**

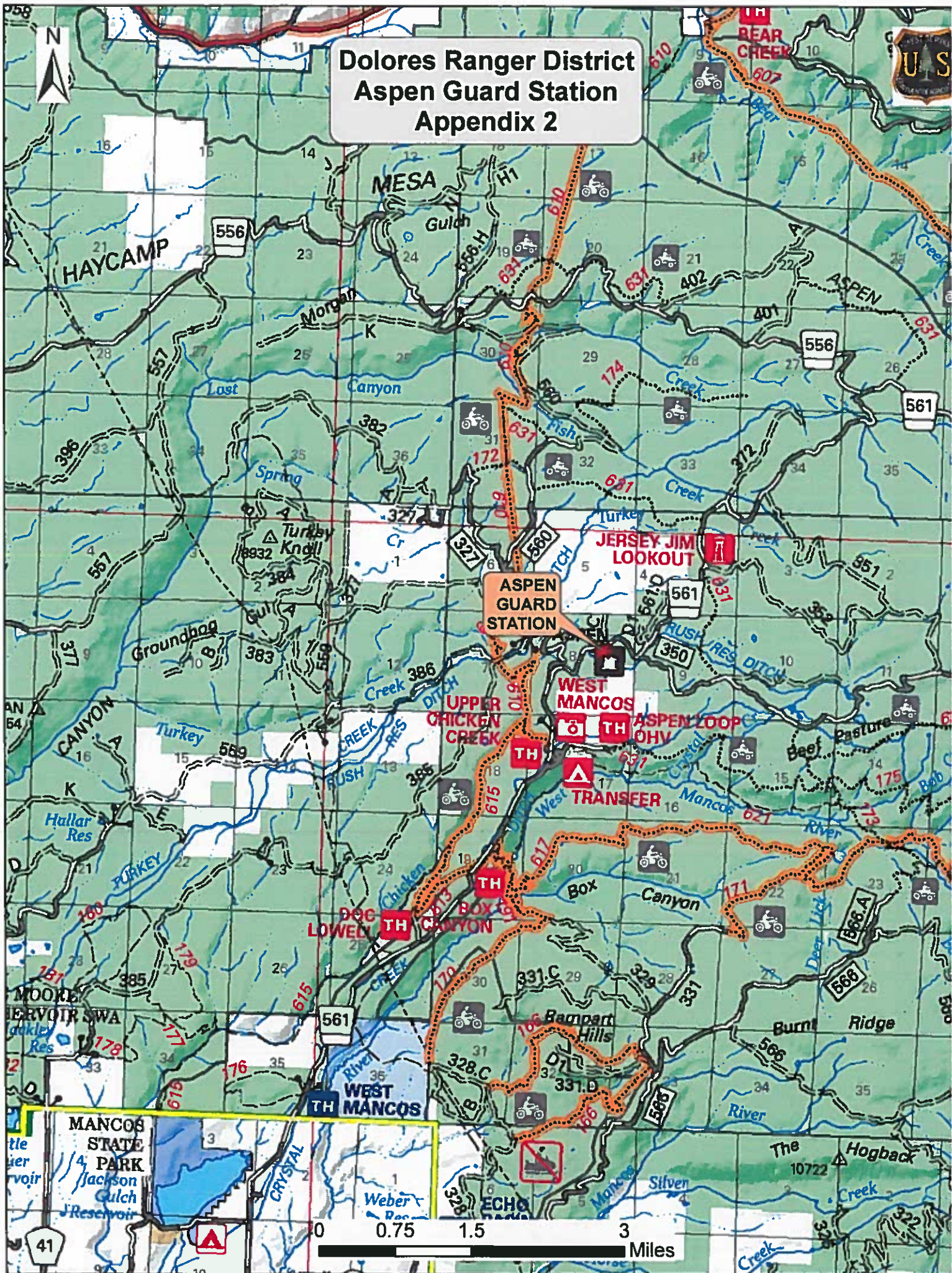


**GLADE
GUARD
STATION**

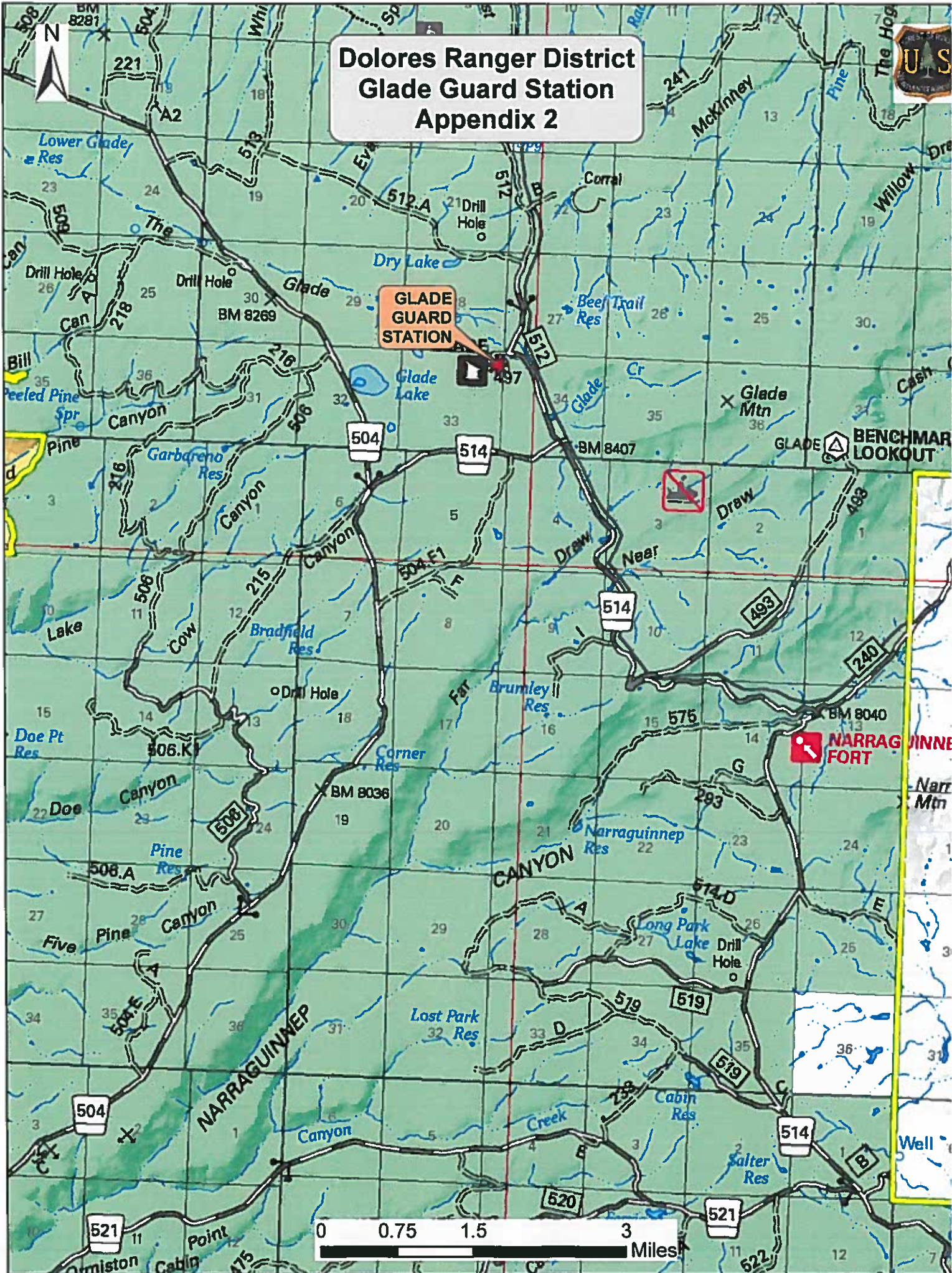
**ASPEN
GUARD
STATION**

0 5 10 20 Miles

Dolores Ranger District Aspen Guard Station Appendix 2



Dolores Ranger District Glade Guard Station Appendix 2



**GLADE
GUARD
STATION**

**BENCHMARK
LOOKOUT**

**NARRAGUINNE
FORT**

0 0.75 1.5 3 Miles

Appendix 3-Inventory of Government furnished property for incidental use

- General house furnishings.
- Miscellaneous equipment
- Water system
- Solar Equipment
- Kitchen equipment
- Miscellaneous tools
- Parking area

Appendix 4

Authorization ID: #AUTH_ID#
Contact ID: #HOLDER_ID#
Use Code: #USE_CODE#
Expiration Date: #EXPIRATION_DATE#

FS-2700-4h (V. 07/2012)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT FOR
CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS
Authority: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
(Ref. FSM 2710)

#HOLDER_NAME#, #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_ADD_LINE_3#,
#HOLDER_CITY#, #HOLDER_STATE# #HOLDER_ZIP#

#HOLDER_NAME# (the holder) is hereby authorized to use and occupy National Forest System lands, subject to the conditions below, on the _____ National Forest.

#PURPOSE#

<u>FACILITY</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>DISTRICTS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THIS permit covers #USE_ACRES# acres or #USE_MILES# miles, which are described above and are as shown on the location map attached to and made a part of this permit. The above described area shall be referred to herein as the permit area.

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s) as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) <Add any other appendices as needed or delete highlighted text>, all of which are hereby made a part of this permit.

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. AUTHORITY. This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.

C. TERM. This permit shall expire at midnight on December 31, _____, _____ years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. RENEWAL. This permit is not renewable. After it expires, continuation of the type of use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. After expiration, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when at the discretion of the authorized officer such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, forest land and resource management plans, or other management decisions.

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F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized improvements, the permit area shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads shall remain open to the public, except for roads that may be closed by joint agreement of the holder and the authorized officer.

H. CHANGE IN CONTROL

1. Notification. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change in control means the sale or transfer of a controlling interest in the corporation. If the holder is a partnership or a limited liability company, change in control means the sale or transfer of a controlling interest in the partnership or limited liability company. If the holder is an individual, change in control means the sale or transfer of the business to another party.

2. Termination. This permit is not transferable. Any change in control of the business entity as defined in clause I.H.1 shall cause this permit to terminate upon issuance of a new permit to another party for the use and occupancy authorized by this permit. The party who acquires control of the business entity must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall be at the sole discretion of the authorized officer. The authorized officer shall determine that the applicant meets requirements under federal regulations. If a new permit is issued to the party acquiring control, the term shall be for no more than the balance of the term of this permit. Once the permit issued to the party acquiring control expires, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

I. LIMITATIONS. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer through a new permit or a permit amendment.

II. OPERATIONS, MAINTENANCE, AND RECONDITIONING

A. ANNUAL OPERATING PLAN

1. The holder or his/her designated representative shall prepare and annually revise by _____ an annual operating plan. The annual operating plan shall be prepared in consultation with the authorized officer or his/her designated representative and shall cover all operations authorized by this permit, regardless of season. The annual operating plan shall be submitted by the holder and approved by the authorized officer or his/her designated representative prior to the operating season.

2. The annual operating plan shall specify the operational requirements governing the sites covered by this permit. At a minimum, the annual operating plan shall enumerate the minimum operating seasons; how the holder will provide services to the public; protect public health and safety and the environment; and repair, maintain, or enhance the function of the improvements covered by this permit. The annual operating plan shall contain standards and sufficient detail to enable the Forest Service to monitor operations for compliance.

3. The holder shall perform a condition survey of the water system each year before it is opened. The holder shall prepare a brief written report that notes all deficiencies that may render compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and other applicable regulatory requirements infeasible. The condition survey report shall also include a detailed description of all water system deficiencies and/or repair work which the holder has identified as requiring corrective action in order for the system to be in compliance with Appendix F of this permit and applicable Federal and State safe drinking water regulation. If repair work is necessary, a repair plan

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shall be attached to the condition survey report. The repair plan shall identify all water system components requiring repair, estimated costs for repair and the approximate time schedule to complete the repair. The report shall be sent to the authorized officer at least two weeks prior to opening the system for the season. All deficiencies shall be corrected to the satisfaction of the Forest Service prior to opening the system. Corrections and the date they were made shall be recorded in the condition survey. If the system operates throughout the year, the condition survey shall be submitted to the Forest Service by January 15 each year.

B. MINIMUM USE AND OCCUPANCY. Use and occupancy of the permit area shall be exercised at least [] days each year, unless otherwise authorized in writing under additional terms of this permit.

C. GRANGER-THYE FEE OFFSET AGREEMENT. Government maintenance and reconditioning projects shall be performed in accordance with an annual Granger-Thye fee offset agreement as provided in clause IV.E.2 of this permit.

D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN. The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste- contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have such substances transported in accordance with State and Federal regulations.

E. ALTERATION OF GOVERNMENT IMPROVEMENTS. If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause IV.E.

F. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Some but not all of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

G. REMOVAL AND PLANTING OF VEGETATION. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer or his/her designated agent has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted in the permit area as approved by the authorized officer.

H. SIGNS. Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

I. NONDISCRIMINATION.

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

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3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service shall be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

J. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

K. NATIONAL RECREATION RESERVATION SERVICE (NRRS). The NRRS is the only authorized reservation service to be utilized by the holder. No other reservation service of any kind may be used by the holder. Operational procedures for the NRRS will be developed and placed in the annual operating plan.

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. THIRD-PARTY RIGHTS. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.

<USER NOTES FOR CLAUSE III.D>

< Include clause III.D in special use authorizations when they will involve the use of water and the water development and use will occur on National Forest System lands. Consult FSH 2709.11, section 52.4, clauses D-24 through D-27 for alternate circumstances and choose the appropriate clauses in consultation with the local Forest Service Water Rights Program Manager. Select or fill in the appropriate use in brackets, and delete the bracketed language as appropriate. >

D. WATER FACILITIES AND WATER RIGHTS

1. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System (NFS) lands may be initiated, developed, certified, or adjudicated by the holder unless expressly authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the [recreation residence, resort, marina, or specify use] authorized by this permit. If the use of any water facilities in connection with this [recreation residence, resort, marina, or specify use] ceases, the authorization to use any associated water facilities terminates. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on NFS lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly authorized in this permit shall result in termination of the authorization for that water facility.

2. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state law. Any necessary water rights must be acquired and maintained by the holder in accordance with State law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on NFS lands for use on NFS lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring and maintaining water rights shall be the responsibility of the holder and not the responsibility of the United States. The United States reserves the right to take all actions necessary to maintain and protect any right to divert and use water on site.

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WATER RIGHTS HELD IN THE NAME OF THE UNITED STATES (if none, so state)

State ID #	Owner	Purpose of Use	Decree, License, or Certificate #	Point of Diversion	Point of Use

<Instruction for Paragraph 3>

<Add this clause when water rights required for the use to be authorized have already been obtained in accordance with State law in the name of the holder; acquisition of those water rights did not violate the terms and conditions of the permit; and the water development and use will occur on National Forest System lands. Otherwise delete this clause. Select or fill in the appropriate use in brackets and delete the bracketed language as appropriate. When paragraph 3 is included in a permit, the notary clause must be added to the permit after the signature block. Additionally, when the authorized officer is exercising the power of attorney under paragraph 3.c to effectuate transfer of water rights to a succeeding permit holder or the United States, the permit and the deed transferring title must be provided to the state engineer's office and the appropriate county recorder's office.>

3. Water Rights Acquired in the Name of the Holder

a. Identification of Water Rights.

WATER RIGHTS HELD IN THE NAME OF THE HOLDER (if none, so state)

State ID #	Owner	Purpose of Use	Decree, License, or Certificate #	Point of Diversion	Point of Use

b. Termination or Revocation. Upon termination or revocation of this permit, the holder shall transfer the water rights enumerated in paragraph 3.a to any succeeding permit holder, for use only in connection with the [recreation residence, resort, marina, or specify other use] authorized by this permit. If that use is not reauthorized, the holder shall promptly petition in accordance with State law to remove from NFS lands the point of diversion and water use associated with the water rights enumerated in paragraph 3.a or shall transfer these water rights to the United States.

c. Documentation of Transfer. The holder and the holder's heirs and assigns shall execute and properly file any document necessary to transfer ownership of the water rights enumerated in paragraph 3.a to a succeeding permit holder or the United States. By executing this permit, the holder hereby grants limited power of attorney to

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the authorized officer to execute any document on behalf of the holder as may be necessary to transfer the water rights enumerated in paragraph 3.a to a succeeding permit holder or the United States.

Holder's initials and date: _____

d. **Waiver.** The holder waives any claims against the United States for compensation for any water rights subject to paragraph 3 that are transferred, removed, or relinquished as a result of revocation or termination of this permit or for compensation in connection with imposition of any conditions on installation, operation, maintenance, and removal of water facilities associated with water rights enumerated in paragraph 3.a.

E. RISKS. The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest lands covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

2. The holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during the term of this permit or existing or occurring after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause: a hazard to the safety of workers or to public health or safety. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with such activities. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION

1. For purposes of clauses III.I and V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

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3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any activity or condition arising out of or relating to the authorized use and occupancy that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

I. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous material, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

USER NOTES FOR CLAUSE III.J

Select the appropriate clause III.J below, in accordance with the type of insurance and holder.

Selection Item 1: For policies with separate limits of coverage for personal injury or death and third party property damage, use the following clauses III.J, III.J.1, and III.J.2.

J. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

- \$ for injury or death to one person,
- \$ for injury or death to more than one person, and
- \$ for third-party property damage.

2. Property. The holder shall have in force property insurance for in the minimum amount of which represents of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

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Selection Item 2: For policies with combined single limits of coverage for personal injury or death and third-party property damage, use the following clauses III.J, III.J.1, and III.J.2.

If the prospective holder is a state or one of its political subdivisions that has statutory or constitutional authorities limiting its liability or obligation to indemnify, the authorized officer shall prepare a risk assessment to determine the potential for loss to the United States from personal injury, death, or property damage caused by the prospective holder's use and occupancy. If the authorized officer determines based on the risk assessment that the potential for personal injury, death, or property damage caused by the prospective holder's use and occupancy exceeds the limitations on the liability or indemnification obligation of the state or its political subdivision, the prospective holder shall, as a precondition to issuance of this permit, procure insurance under the terms of clause III.I of this permit in the amount determined in the risk assessment that exceeds the liability or indemnification limitation of the state or its political subdivision.

J. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ #LIAB INS AMOUNT# as a combined single limit per occurrence.

2. Property. The holder shall have in force property insurance for in the minimum amount of which represents of the insured property. The types of loss to be covered by this clause shall include but not be limited damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

Selection Item 3. If the prospective holder is a federal agency, use the following clause III.J.

J. DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES. As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

K. PERFORMANCE BOND. The authorized officer may at any time during the term of this permit require the holder to furnish a bond or other security to secure any or all of the obligations imposed by the terms of this permit or any applicable law, regulation, or order. The following terms shall apply if a bond is required.

1. Amount and Form of Bonding. As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of

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#PERF_BOND_AMOUNT#. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.

2. Sufficiency of Bonding. The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service.

3. Remedies. The bond shall provide that at the Forest Service's sole discretion the surety shall pay the United States for any loss covered by the bond or, in the event of complete default under the permit, shall pay a third party to operate the concession for the balance of the permit term. The bond shall also provide that selection of a third party to operate the site is subject to Forest Service approval. If the holder fails to meet any of the requirements secured under this clause, the Forest Service has the discretion to require the surety to pay the United States for any loss covered by the bond or, in the event of complete default under the permit, to pay a third party to operate the concession for the balance of the permit term, without prejudice to any other rights and remedies of the United States.

L. SANITATION. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

M. REFUSE DISPOSAL. The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.

IV. PERMIT FEES AND ACCOUNTING RECORDS

A. PERMIT FEES. The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the market value of the use and occupancy authorized by this permit of _____ percent of adjusted gross revenue as defined in clause IV.B. The minimum annual permit fee for the authorized use and occupancy shall be _____. If the percentage of gross revenue in a given year is less than the minimum annual permit fee, the holder shall pay the minimum annual permit fee. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause IV.C. Payments due before commercial operations commence pursuant to clause IV.C.1 are not refundable, except to the extent they are subject to fee offset under clause IV.C.3 and IV.E. The Forest Service may adjust the minimum permit fee every five years from the due date of the first annual payment to make the annual permit fee commensurate with the market value of the authorized use and occupancy.

B. DEFINITIONS

- 1. Adjusted Gross Revenue.** Gross revenue plus applicable revenue additions, minus applicable revenue exclusions.
- 2. Gross Revenue.** The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.
- 3. Revenue Additions.** The following are added to gross revenue:
 - (a) The value of goods and services that are donated or bartered; and
 - (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.
- 4. Revenue Exclusions.** The following are excluded from gross revenue:
 - (a) Amounts paid or payable to a state licensing authority.
 - (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
 - (c) Refunds of use fees provided to the public by the holder.

C. PAYMENT SCHEDULE

1. Initial Payment. An initial cash payment representing the portion of the estimated annual permit fee for one month of revenue during the operating season (but not less than \$1,500, unless the total permit fee is less than \$1,500) shall be paid in advance of use each year, or the equivalent of that initial cash payment in Granger-Thye (GT) fee offset work shall be performed, beginning when the permit term commences or beginning when use commences each year

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thereafter. Any initial cash payment is not refundable, except to the extent that all or part of it may be offset by the cost of work performed pursuant to a GT fee offset agreement as provided in clauses IV.C.3 and IV.E.2.

USER NOTES FOR CLAUSE IV.C.2

Select one of the following two clauses based on the total estimated annual permit fee.

Selection Item 1: Select the following clause where the estimated annual permit fee is less than \$10,000. Revise the payment due dates if the operating season is other than mid-May to mid-September. However, payments must be made at least quarterly. Each payment is due in advance of use.

2. **Subsequent Payments.** The holder shall report sales, calculate fees due, and make payment in two installments, on [] , and on [] .

Selection Item 2: Select the following clause where the estimated annual permit fee is more than \$10,000.

2. **Subsequent Payments.** The holder shall report sales, calculate fees due, and make payment each month.

USER NOTES FOR CLAUSE IV.D

Selection Item 1: Select the following clause when the permit is subject to a Granger-Thye (GT) fee offset agreement when the holder performs work in lieu of cash payment. Re-letter appropriately. The holder may request an amendment to the authorization, pursuant to FSM 2714, that allows the holder to enter into GT fee offset agreement where the holder pays the land use fee and the Forest Service or Forest Service contractor performs the work under a GT fee offset agreement. If the amendment is authorized use form FS-2700-23, substitute the authorized clause with A-21 from FSH 2709.11, chapter 50, 52.1.

D. **GRANGER-THYE FEE OFFSET.** Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for maintenance, renovation, reconditioning, and improvement deemed to be the government's responsibility, as defined below, of federally owned improvements and their associated land.

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in an acceptable condition, including preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life, and work needed to comply with laws, regulations, codes, and other legal requirements as long as the original intent or purpose of the fixed asset is not changed, but not including activities aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state or adding a new fixed asset to the authorized improvements under the permit, including replacement, such as, substitution of a fixed asset or any of its components with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance, other than construction of new facilities, that rehabilitates an existing fixed asset or any of its components to restore the functionality or life of the asset.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation (MRR) that neither materially adds to the value of the property nor appreciably prolongs its life and that serves only to keep the facility in an ordinary, efficient operating condition, such as, from an accounting or tax perspective, work that may be expensed, but not capitalized, including but not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement (MRR) that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of

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the property, including but not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other federally owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing (other than repair of unsightly visual marks caused by everyday use) and that is performed at the sole discretion of the authorized officer.

2. **Granger-Thye Fee Offset Agreement.** Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall annually enter into a written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement (MRR) to be used to offset the permit fee. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work; which projects are to be used for offset that year; standards for completion of the projects; and examples of allowable costs.

E. HOLDER-PERFORMED FEE OFFSET WORK

1. **Work in Lieu of Cash Payments.** Notwithstanding clauses IV.A and C, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause IV.D.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement and has been accepted as completed by the Forest Service before the end of the holder's fiscal year. In the absence of an approved fee offset agreement, payment shall be made in accordance with clauses IV.A and C.

2. **Documentation of Expenses.** Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.

3. **Final Payment.** The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credit given by the Forest Service for fee offset work. The holder shall pay any additional fees owed for the past year's operations within 30 days of billing.

4. **Overpayment.** Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clause IV.A. Credit for offset work pursuant to clause IV.D.2 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

F. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION (MRR) PLAN. The holder at its expense shall perform holder MRR as defined in clause IV.D.1(d) of this permit under a holder MRR plan approved by the Forest Service. The holder MRR plan shall describe required holder MRR and their frequency. The work performed under the holder MRR plan shall not be subject to fee offset under clause IV.D.2.

Selection Item 2: Select the following clause when the permit is subject to a Granger-Thye (GT) fee offset agreement where the holder pays the land use fee and the Forest Service or a Forest Service contractor performs the work under a GT fee offset agreement. The holder may request an amendment to the authorization, pursuant to FSM 2714, that allows the holder to enter into GT fee offset agreement where the holder performs work in lieu of cash payment. If the amendment is authorized use form FS-2700-23, substitute the authorized clause with A-20 from FSH 2709.11, chapter 50, 52.1.

D. GRANGER-THYE FEE OFFSET. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for government maintenance, reconditioning, renovation, and improvement

1. Definitions

(a) **Maintenance.** Actions taken to keep fixed assets in acceptable condition, including preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life, and work needed to comply with laws, regulations, codes, and other legal requirements as long as the original intent or purpose of the fixed asset is not changed, but not including activities aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) **Improvement.** Advancing a fixed asset to a better quality or state or adding a new fixed asset to the authorized improvements under the permit, including replacement, i.e., substitution of a fixed asset or any of its components with

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one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) **Reconditioning or Renovation.** A type of maintenance, other than construction of new facilities, that rehabilitates an existing fixed asset or any of its components to restore the functionality or life of the asset.

(d) **Holder Maintenance, Reconditioning, or Renovation.** Maintenance, reconditioning, or renovation (MRR) that neither materially adds to the value of the property nor appreciably prolongs its life and that serves only to keep the facility in an ordinary, efficient operating condition, i.e., from an accounting or tax perspective, work that may be expensed, but not capitalized, including but not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal.

(e) **Government Maintenance, Reconditioning, Renovation, or Improvement.** Maintenance reconditioning, renovation, or improvement (MRR) that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property, including but not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing (other than repair of unsightly visual marks caused by everyday use) and that is performed at the sole discretion of the authorized officer.

2. **Granger-Thye Fee Offset Agreement.** The Forest Service and the holder shall enter into a Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement (MRR) to be used to offset the permit fee. The agreement shall specify that the Forest Service will perform the work or contract with a third party to perform the work. The agreement shall specify which projects are to be used for offset each year.

3. **Payments.** The holder shall deposit permit fee payments [annually or quarterly] into a cooperative account. All deposits shall be retained by the Forest Service until expended or, if unutilized in 5 years, shall be deposited into the U.S. Treasury.

4. **Offset for Forest Service Oversight of Major Government MRR Performed by the Holder.** The Forest Service may include in the GT fee offset agreement the cost of a Forest Service employee administering and overseeing major government MRR projects. For purposes of this clause only, a major government MRR project is one costing \$[amount] or more.

E. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION (MRR) PLAN. The holder at its expense shall perform holder MRR as defined in clause IV.D.1(d) of this permit under a holder MRR plan approved by the Forest Service. The holder MRR plan shall describe required holder MRR and their frequency. The work performed under the holder MRR plan shall not be subject to fee offset under clause IV.D.2.

F. FEE PAYMENT ISSUES

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Fees.** Fees are due and payable by the due date. No appeal of disputed fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments will be made if dictated by settlement terms or an appeal decision.

3. Late Payments

(a) **Interest.** Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

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(c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) **Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 *et seq.*

(d) Disclosure to consumer or commercial credit reporting agencies.

G. ACCOUNTING RECORDS AND ACCESS. The holder shall follow generally accepted accounting principles or other cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall require any party who has responsibility for any day-to-day activities under clause II.F of this permit to comply with these same requirements. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit, as well as those of any parties authorized to operate under clause II.F of this permit, available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

V. RESOURCE AND IMPROVEMENT PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the CERCLA, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, CERCLA, as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

B. WATER SYSTEMS

1. The holder, as the water supplier and operator of the drinking water system, shall operate the system in compliance with Forest Service Manual (FSM) Chapter 7420, applicable federal, state, and local drinking water laws and all regulations applicable to public and nonpublic drinking water systems. This includes, but is not limited to, renovation, operating and maintaining the system and conducting drinking water testing, maintaining records to demonstrate compliance, and taking the appropriate corrective and follow-up actions in accordance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and federal, state, and any other applicable requirements. The holder shall be able to demonstrate compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and all other applicable requirements by maintaining all necessary records. For the purposes of this authorization, public water systems are as defined in the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*, as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by state regulations if more stringent. Requirements under FSM 7420 applicable to the holder are set forth in this section and Appendix F to the permit entitled "Operation of Federally Owned Drinking Water Systems."

2. For federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall provide a copy of positive lab test to the Forest Service within one week of receiving the lab result. The

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holder shall notify the State drinking water program and Forest Service within 48 hours of any failure to comply with a federal or state drinking water requirement and make a written record that the notification occurred and place it in the system's record file. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation. The holder shall respond to the microbial contamination event as specified in Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and applicable regulations.

3. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available upon request to the Forest Service and to any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of all other drinking water sample results shall be forwarded to the Forest Service at the end of the operating season. If the operating season is longer than six months in length, copies of sample results must be provided to the Forest Service every six months. The holder shall clearly identify all sample results that violate FSM requirements or state, federal, and local requirements when the copies are submitted. Sample results that violate any of these requirements must have the results of required follow up samples attached. Copies of sample results that violate state requirements must have documentation attached to demonstrate that the state was informed of the violation within 48 hours of the lab notifying the holder of the results. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

4. For federally owned systems, the holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel. Operators shall be certified to operate drinking water systems for all water systems classified as community or non-transient noncommunity system or when otherwise required by the state in which the system is located. Records to demonstrate operator certification shall be kept by the holder and made available to Forest Service upon request.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

D. PESTICIDE USE. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

E. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA). In accordance with 25 U.S.C. 3002 (d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

G. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES. Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such

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areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

USER NOTE FOR CLAUSE V.H.

**<Delete instructions and non-applicable clauses prior to printing>
Add the clauses below when consenting to store hazardous materials.**

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.

3. The holder shall immediately notify all appropriate response authorities, including the national Response Center and the Forest Service authorized officer or designated representative, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR part 153, subpart B, and 40 CFR 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the Forest Service designated representative upon knowledge of any release [or threatened release] of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management authority of the United States.

I. CLEANUP AND REMEDIATION. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

J. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

K. WATER WELLS AND ASSOCIATED PIPELINES.

1. **Other Jurisdictional Requirements.** Clause III.D. governs water rights and water facilities. The holder shall obtain all required state and local water permits, licenses, registrations, certificates, or rights and shall provide a copy of them to the authorized officer. For new wells, this information shall be provided prior to disturbing National Forest System lands for the purpose of water use or development.

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2. Well Construction or Development. For new or reconstruction of existing wells, the holder shall prepare a well construction and development plan and submit it to the authorized officer for approval. The well development and construction plan must have prior written approval from the authorized officer before well construction or development is initiated. The holder shall follow applicable federal, state, and local standards for design, construction, and development of new wells or reconstruction of existing wells. If such standards do not exist, the holder shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction or development. Only non-chlorinated, potable water may be injected during construction or development of wells to be used for monitoring or water withdrawal. Copies of all documentation for drilling, constructing, or developing wells, including all drilling, boring, and well construction logs, shall be provided to the authorized officer within 60 days of completion of work.

3. Water Conservation Plan. The holder shall prepare and submit for written approval by the authorized officer a water conservation plan utilizing appropriate strategies to limit the amount of water removed from National Forest System lands.

4. Well Decommissioning. The holder shall properly decommission and abandon all wells that are no longer needed or maintained in accordance with applicable federal, state, and local standards for water well abandonment. If such standards do not exist, the holder shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the holder shall submit a well decommissioning plan to the authorized officer. The well decommissioning plan shall have written approval from the authorized officer before well decommissioning is initiated. All documentation of well decommissioning shall be provided to the authorized officer within 60 days of completion of the work.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The Forest Service may suspend or revoke this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations.
2. For noncompliance with the terms of this permit.
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

B. OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause VI.A, the authorized officer shall give the holder written notice of the grounds for the action to be taken and a reasonable time, not to exceed 30 days, to complete corrective action prescribed by the authorized officer.

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit are subject to the administrative appeal regulations at 36 CFR Part 214 or revisions thereto. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

E. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal.

VII. MISCELLANEOUS PROVISIONS

A. REGULATING SERVICES AND RATES. The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and

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services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses.

B. ADVERTISING. The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit or permit area. The fact that the permit area is located on the _____ National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.

C. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

D. HOLDER REPRESENTATIVE. The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.

E. LIQUOR SALES PROHIBITED. The sale of liquors or other intoxicating beverages is prohibited in the permit area.

F. GAMBLING. Gambling or gambling devices shall not be permitted on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.

G. FIREWORKS. The sale of fireworks is prohibited on land covered by this permit. Possession or use of fireworks on land covered by this permit is also prohibited without prior written approval from the authorized officer.

H. DISORDERLY CONDUCT. Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for revocation of this permit.

I. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

J. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

K. SUPERIOR CLAUSES. In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or provisions in the appendices attached to this permit, the preceding printed clauses shall control.

<<Use this signature page for individual(s) and all non-corporate entities. Ensure all user notes are deleted prior to printing>>

This permit is accepted subject to all its terms and conditions.

HOLDER: _____

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

By: _____

(Title)

(Authorized Officer)

Date: _____

Date: _____

<<Use this signature block for corporations.>>

This permit is accepted subject to all its terms and conditions.

Date: _____

CORPORATE NAME:

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(CORPORATE SEAL)

By: _____
(Vice) President

ATTEST: _____
(Assistant) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the corporation:

I, _____, certify that I am the _____ Secretary of the corporation that executed this permit; that _____, who signed this permit on behalf of _____ was then _____ of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of _____ by authority of its board of directors.

(CORPORATE SEAL)

(Assistant) Secretary

<Instruction for notary clause: add the following clause after the signature block in the permit when clause III.D.3 has been included in the permit. A limited power of attorney must be notarized.>

On [date], before me, a notary public in the State of _____, personally appeared [name of holder], known to me to be the person who signed the permit as the holder.

Notary Public for the State of _____
My commission expires [date]

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Authorized Officer)

Date: _____

<Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices.>

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free at (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Appendix 4

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix 6 Standard Performance Evaluation Form

Permit Holder
National Forest
Evaluation Period From
Type of Operation
Locations)

Dates) of field inspections)

Field Inspectors)

Camps) in operation during inspection: Yes

No

Holder representative present during inspection

This evaluation is: Midseason

CHECK APPROPRIATE BOX

Checks in the boxes and comments must be based on factual objective information observed by inspectors and/or verified through investigation.

O=Outstanding
A= Fully Acceptable
NI=Needs Improvement

U=Unacceptable
NC=Not Checked
NA= Not Applicable

EVALUATION CATEGORIES

A. SERVICE TO PUBLIC	O	A	NI	U	NC	NA
1. Rates, services and accommodations provide represented.						
2. Holder shows courtesy to non-outfitted public.						
3. Operations properly coordinated with other landowners, if required.						
4. Compliance with requirements of Title VI of the Civil Rights Act.						
5. Clients received educational and interpretive information about area and its values.						

COMMENTS:

B. COMPLIANCE WITH PERMIT CONDITIONS	O	A	NI	U	NC	NA
1. Application, certificate of insurance, signing of permit and payments submitted on time and properly completed.						
2. Use reports submitted accurately and on time.						
3. Compliance with Federal, State, and County laws and regulations as required by permit.						
4. Compliance with other terms and conditions.						

COMMENTS:

C. COMPLIANCE WITH OPERATING PLAN.	O	A	NI	U	NC	NA
1. Holder participation in operating plan preparation						
2. Holder's employees knowledgeable of operating plan contents.						
3. Adherence to operating plan, schedules, and itineraries, notification of changes.						
4. Adherence to camp management plans, permitted structures, use of site(s).						

COMMENTS

D. EQUIPMENT/LIVESTOCK	O	A	NI	U	NC	NA
1. Equipment provided as advertised.						
2. Equipment safe and well-maintained.						
3. Boats, aircraft, or vehicles licensed or certified when required.						
4. Livestock treated properly and humanely.						

COMMENTS

E. SAFETY	O	A	NI	U	NC	NA
1. Holder exhibits a concern for health and safety of guests, employees, and general public.						
2. Staff current with first aid and knowledgeable of safety procedures.						
3. Guests receive a safety orientation to the operation.						

COMMENTS

F. RESOURCE PROTECTION	O	A	NI	U	NC	NA
1. Holder uses minimum impact techniques						
2. Operation neat and orderly.						
3. Compliance with fire regulations, Fish and Game regulations, protection of Cultural Resources.						
4. Following appropriate procedures for human waste management and garbage.						
5. Protection of threatened and endangered species.						

COMMENTS

G. MAJOR INCIDENTS, IF ANY.	O	A	NI	U	NC	N A
This category relates to handling of unusual incidents, accidents, death, significant resource damage, serious violation of law, or confrontations. Describe in separate attachments to this form.						

Special efforts worthy of commendation:

Prior performance deficiencies, if any, corrected:

OVERALL RATING: Outstanding _____ Acceptable _____ Probationary _____
Unacceptable _____

Outfitter-guide licenseing board notified, if required? _____ Date _____

Board comments attached: Yes

No

This performance rating constitutes a decision which is subject to appeal pursuant to Secretary of Agriculture regulation 36 CFR 251, Subpart C. Any such appeal and a statement of reasons must be submitted within 45 days of the date of this rating to the Forest Service Official next higher to the authorized officer.

Signatures:

Authorized Officer _____

Date _____

Title:

Permit

Holder. _____

Date _____

Holders Comments:

The permit holder's signature acknowledges receipt and review of the rating, not necessarily agreement.

Ratings are confidential between the Forest Service and the holder to the extent allowed by law and regulation.

Appendix 7

SAMPLE OUTFITTER OPERATING PLAN CONTENT

(Modify as appropriate to the operation)

Name of Outfitter

Designated Agent

Address

Telephone Number

National Forest

Ranger District

When signed by both the Special Use Permit holder and the Forest Service authorized officer, this operating plan becomes part of the permit. This plan is the key basis upon which the outfitter's performance will be evaluated annually. The authorized officer must approve in advance any changes to the operating plan.

Plan prepared by _____ date: _____
Outfitter or designated agent

Plan reviewed by _____ date: _____
Outfitting administrator

Plan approved by _____ date: _____
Authorized Officer

Suggested Contents

I Area of Operation

II History of Operation - Previous permit holders) if any, how the operation has changed over time, any significant events, people, places, etc.

III Mission, Goals, Objectives - Include statements of overall philosophy of the operation, goals for visitor service, care of land and resources, Wilderness objectives (if in Wilderness), etc.

IV Description of the Operation - Spring, Summer, Fall, Winter fishing, hunting, family trips, photography, interpretive trips, etc.

- number of guests and staff
- number of service days, priority use, temporary use
- care of guests from arrival to departure
- roads, trails, routes used
- campsites, type (transfer, road end, base, drop, progressive, etc.) location, description, layout, sketch maps, improvements, firewood areas, handling of food, water, wastes, game carcasses, campfires, LNT techniques.
- signing, if any, location, wording
- livestock operation, grazing, feeding, salting; watering, handling of injuries/death of livestock.
- other equipment used, boats, aircraft, vehicles
- pre-trip information sent to guests.
- guest orientation, identification of hazards and risks, safety considerations, search, rescue and evacuation procedures, communications

V Fee Determination - The fee determination will be 5%.

VI Staff Qualifications, Training, Certifications

VII Other Resource Considerations - rehabilitation of areas, containment of exotics, sensitive wildlife habitats, archeological sites, threatened and endangered species, bear regulations, other resource protection methods.

VIII Interpretive and Educational Approaches (natural and human history, Wilderness, agency management objectives).

IX Annual Calendar of Activities i.e. meeting with authorized officer, submittal of itinerary, estimated use, partial payments, campsite set-up, actual use, campsite take-down. etc.

X Future Planning - ideas for expansion, reduction, changes envisioned, new ideas, etc.

XI Photos of Operation - optional, but informative.

BUSINESS PLAN OUTLINE

- | | |
|--|---|
| <p>I. Cover Letter</p> <ul style="list-style-type: none"> A. Dollar amount requested B. Terms and timing C. Type and price of securities, if any <p>II. Executive Summary</p> <ul style="list-style-type: none"> A. Business description B. Business goals C. Summary of financial needs and application of funds D. Earnings projections and potential return to investors <p>III. Market Analysis</p> <ul style="list-style-type: none"> A. Description of total market B. Industry trends C. Target Market D. Competition <p>IV. Products or services</p> <ul style="list-style-type: none"> A. Description of product line B. Proprietary position: patents, copy rights, and legal and technical considerations C. Comparison to competitors' products <p>V. Manufacturing process (if applicable)</p> <ul style="list-style-type: none"> A. Materials B. Source of supply C. Production methods <p>VI. Marketing strategy</p> <ul style="list-style-type: none"> A. Overall Strategy B. Pricing policy C. Methods of selling, distributing and servicing products <p>VII. Management plan</p> <ul style="list-style-type: none"> A. For of business organization B. Board of directors composition C. Officers: organization chart and responsibilities D. Resumes of key personnel | <ul style="list-style-type: none"> E. Staffing plan/number of employees F. Facilities plan/number of employees G. Operating plan/schedule of upcoming work for the next 1-2 years <p>VIII. Financial data</p> <ul style="list-style-type: none"> A. Financial statements (previous three to five years) B. Five-year financial projections (first year by quarters; remaining years annually) <ul style="list-style-type: none"> 1. Profit and loss (income) statements 2. Balance sheets 3. Cash flow projections (monthly for two years) 4. Capital expenditure estimates C. Explanation of projections (Assumptions) D. Key business ratios E. Explanation of use and effect of new funds F. Potential return to investors; comparison to average return in the industry as a whole <hr/> <ul style="list-style-type: none"> • Be brief and to the point • If the summary and financial projections make financial sense, the rest of the plan will have additional value • Plans should be no more than 20-25 pages long • Additional research data, surveys, letters of intent, resumes, catalog pages, samples, diagrams, and other information should be included in a separate binder or folder as the appendix (loose-leaf binder) • Have someone read your plan for style, spelling, grammar, accuracy, consistency and completeness • Create a plan that is easy to read and understand |
|--|---|

Appendix 9

STANDARD FORM 299 (05/09)
 Prescribed by DOI/USDA/DOT
 P.L. 96-487 and Federal
 Register Notice 5-22-95

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

FORM APPROVED
 OMB NO. 0596-0082

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (*include zip code*)

2. Name, title, and address of authorized agent if different from item 1 (*include zip code*)

3. Telephone (area code)

Applicant

Authorized Agent

4. As applicant are you? (*check one*)

- a. Individual
- b. Corporation*
- c. Partnership/Association*
- d. State Government/State Agency
- e. Local Government
- f. Federal Agency

5. Specify what application is for: (*check one*)

- a. New authorization
- b. Renewing existing authorization No.
- c. Amend existing authorization No.
- d. Assign existing authorization No.
- e. Existing use for which no authorization has been received *
- f. Other*

* If checked, complete supplemental page

* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of system or facility, (*e.g., canal, pipeline, road*); (b) related structures and facilities; (c) physical specifications (*Length, width, grading, etc.*); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (*Attach additional sheets, if additional space is needed.*)

8. Attach a map covering area and show location of project proposal

9. State or Local government approval: Attached Applied for Not Required

10. Nonreturnable application fee: Attached Not required

11. Does project cross international boundary or affect international waterways? Yes No (*if "yes," indicate on map*)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

13a. Describe other reasonable alternative routes and modes considered.

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to cross Federal Lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear

or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

**GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS**

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building,
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
Federal Building Annex
9109 Mendenhall Mall Road, Suite 5
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Bureau of Land Management
222 West 7th Avenue
P.O. Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

U.S. Fish & Wildlife Service (FWS) Office of the Regional Director 1011 East Tudor Road Anchorage, Alaska 99503 Telephone: (907) 786-3440	National Park Service (NPA) Alaska Regional Office, 2225 Gambell St., Rm. 107 Anchorage, Alaska 99502-2892 Telephone: (907) 786-3440
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Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Office, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
I - PRIVATE CORPORATIONS		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

Note: This applies to the Department of Agriculture/Forest Service (FS)

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

BURDEN AND NONDISCRIMINATION STATEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Authorization ID

APPENDIX 10

Contact ID

Expiration

**ANNUAL GRANGER THYE FEE OFFSET AGREEMENT
SPECIAL USE PERMIT
For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>**

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, [name] National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [date] (the permit).

The total estimated annual permit fee is [amount]. [] percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRR) projects listed below in accordance with this agreement. Additionally, [] percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRR projects. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The projects to be performed by the Forest Service or Forest Service contractor shall be completed by the date specified in the GT offset agreement. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRR projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated Cost	Completion Date	Actual Cost
<i>[itemize projects]</i>				

[Type here]

The Forest Service or Forest Service contractor shall perform the work itemized below under this agreement.

<u>Description of Project</u>	<u>Due Date</u>	<u>Estimated Cost</u>	<u>Completion Date</u>	<u>Actual Cost</u>
<i>[itemize projects]</i>				

Signed: _____
 Holder or Holder's Agent Date

Signed: _____
 Authorized Officer Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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