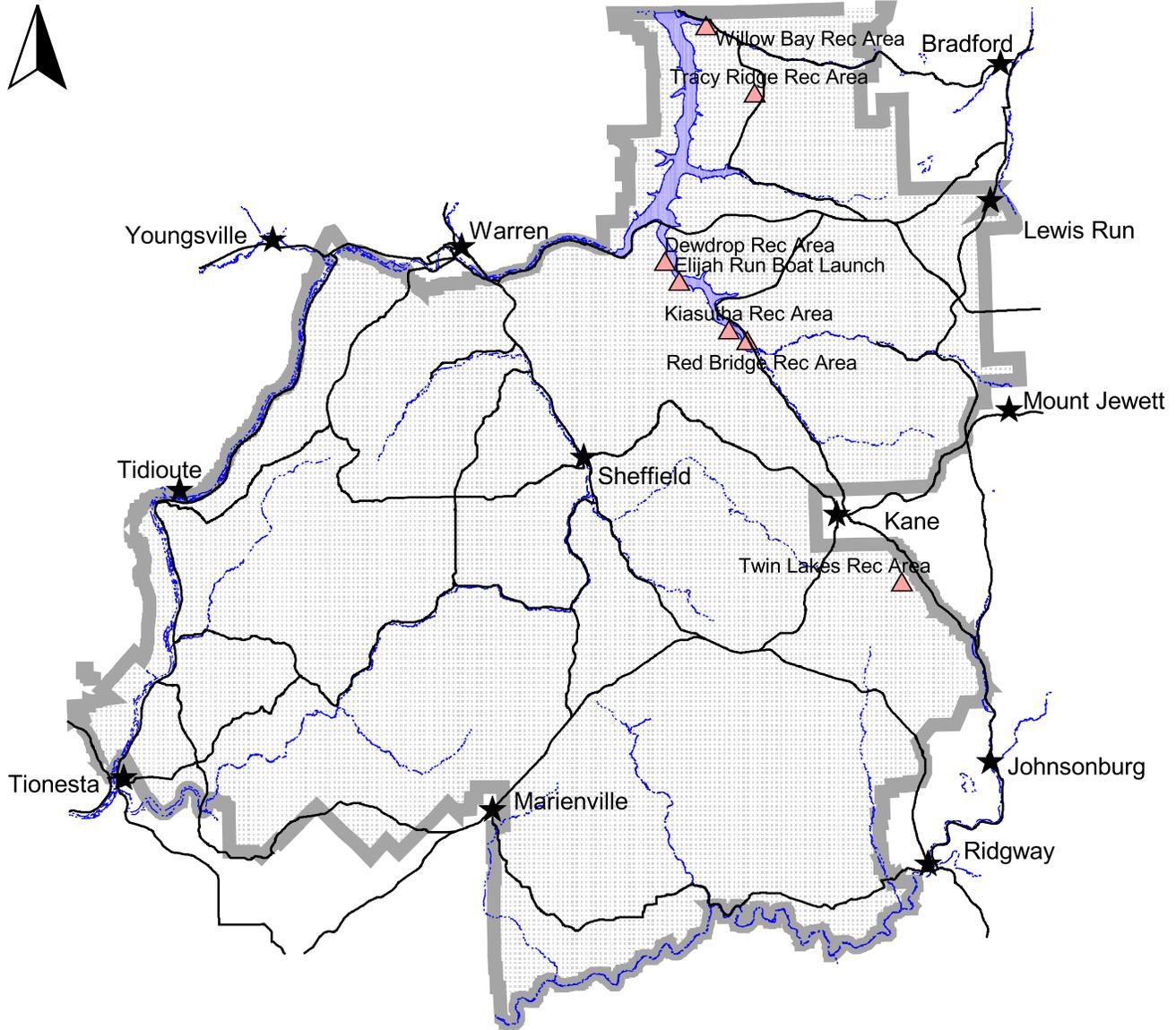
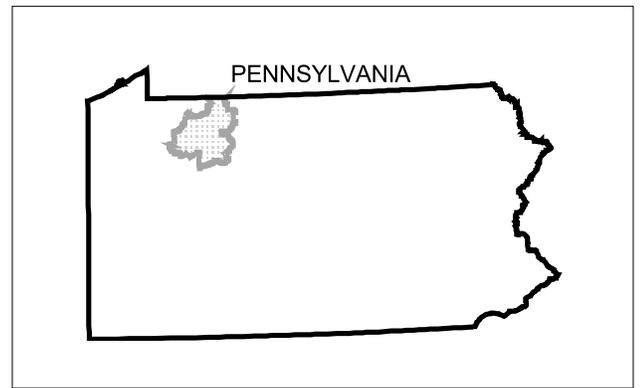


*Appendix 1: Vicinity Map*

VICINITY MAP  
Allegheny National Forest

2008  
RECREATION CONCESSIONAIRE PROSPECTUS



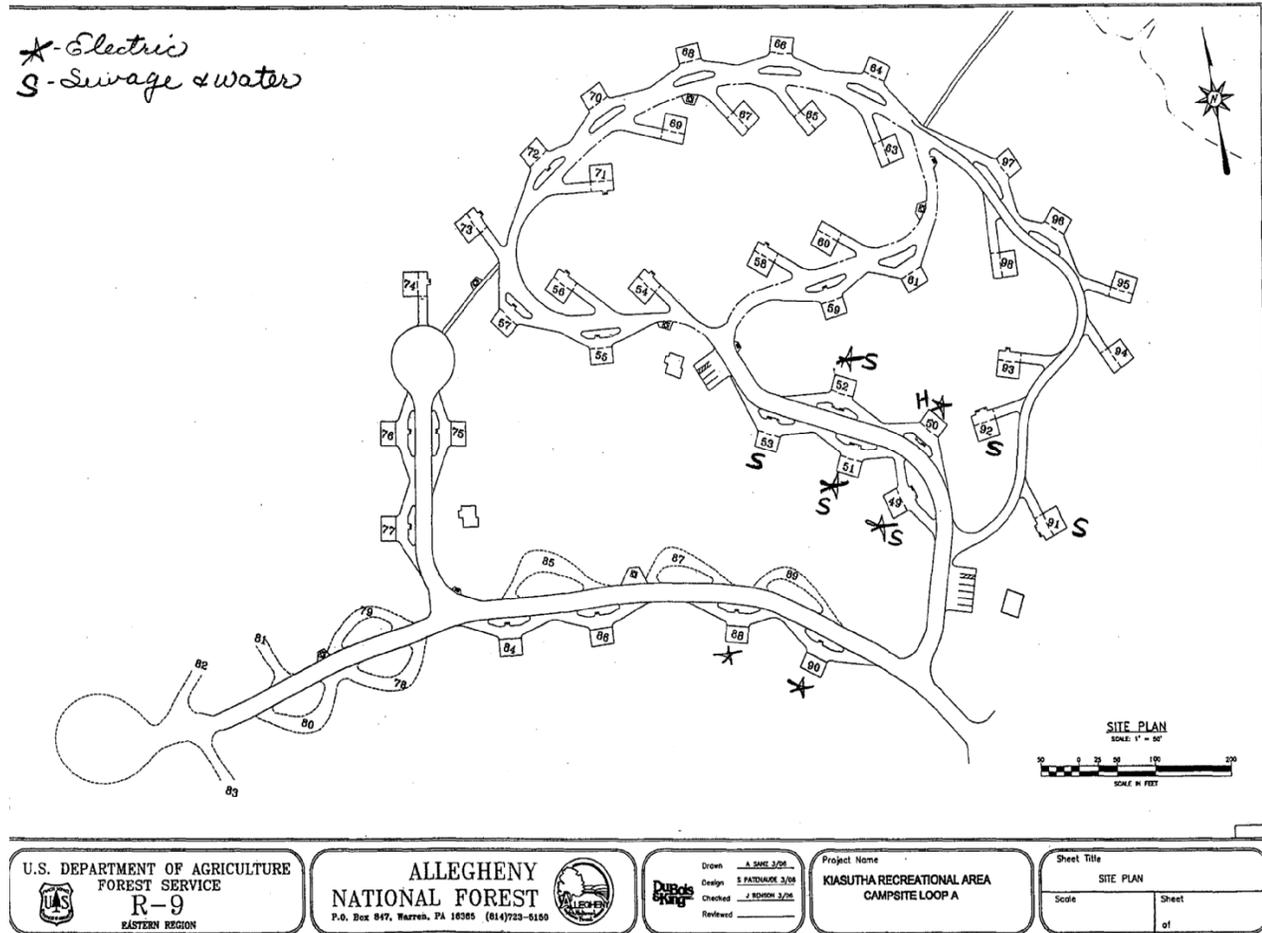
1:500000

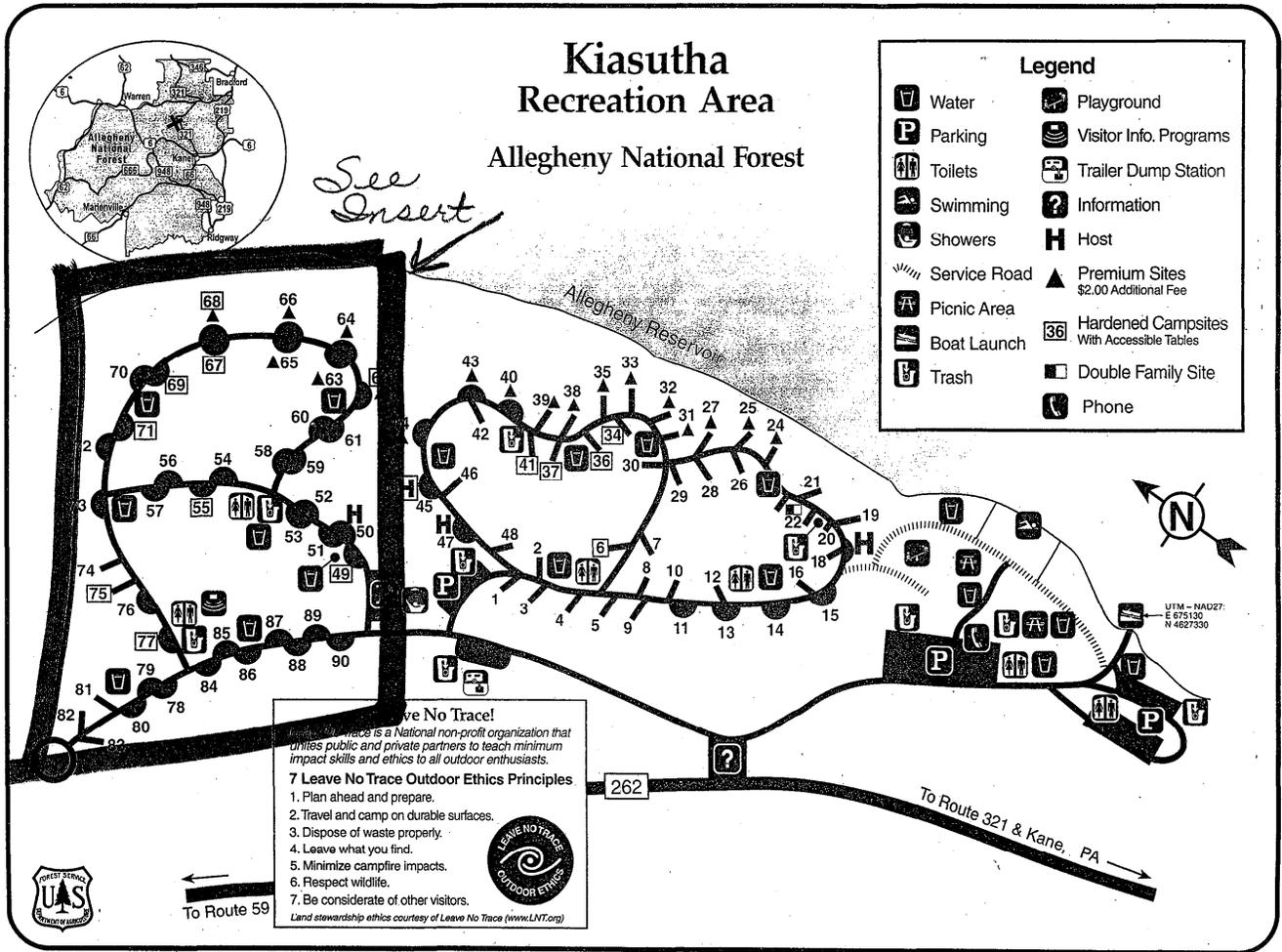
- Major Road
- Recreation Areas
- Major Town
- Major Stream
- Allegheny Reservoir
- Forest Proclamation Boundary

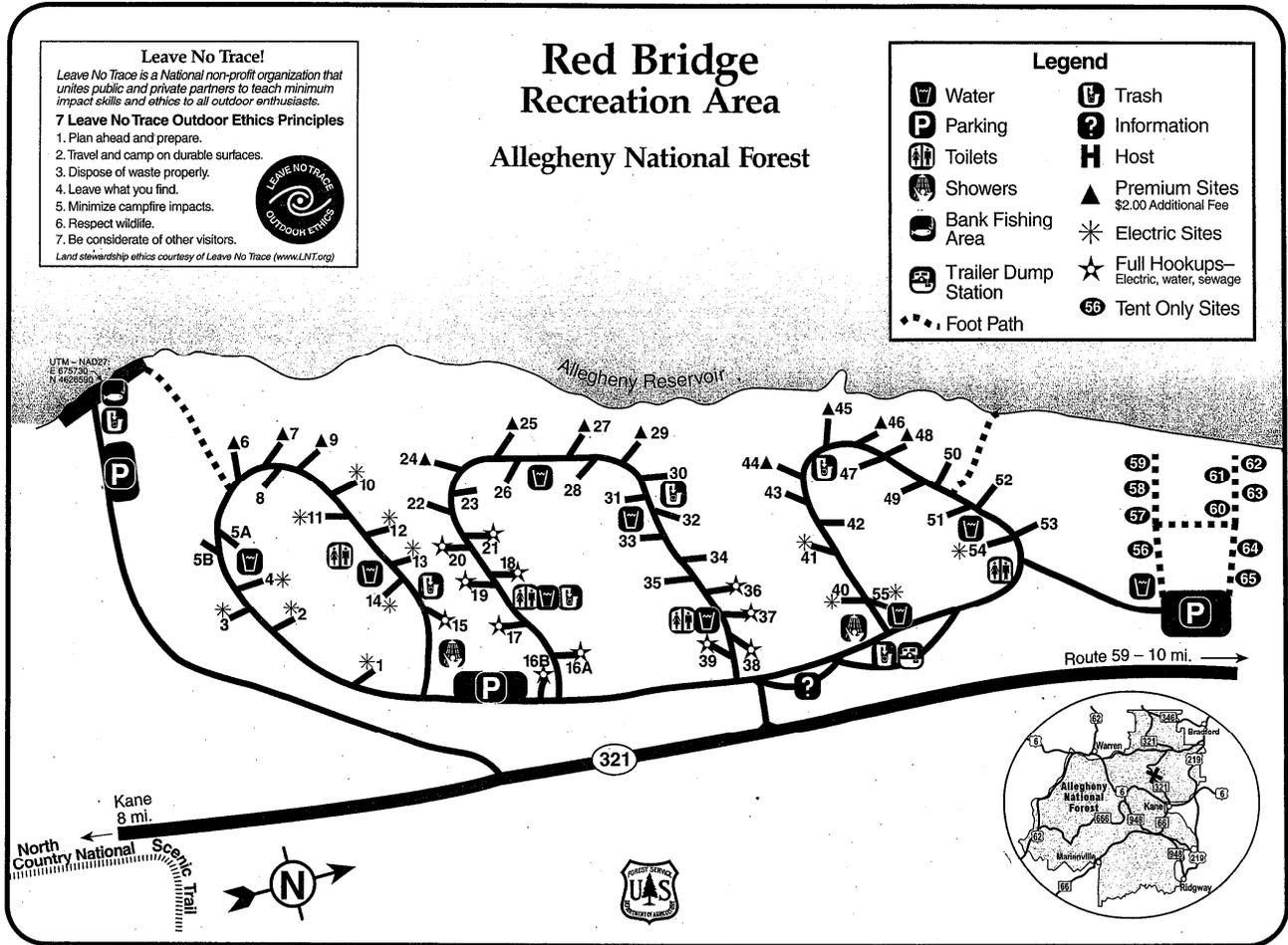
08-20-2008, slk

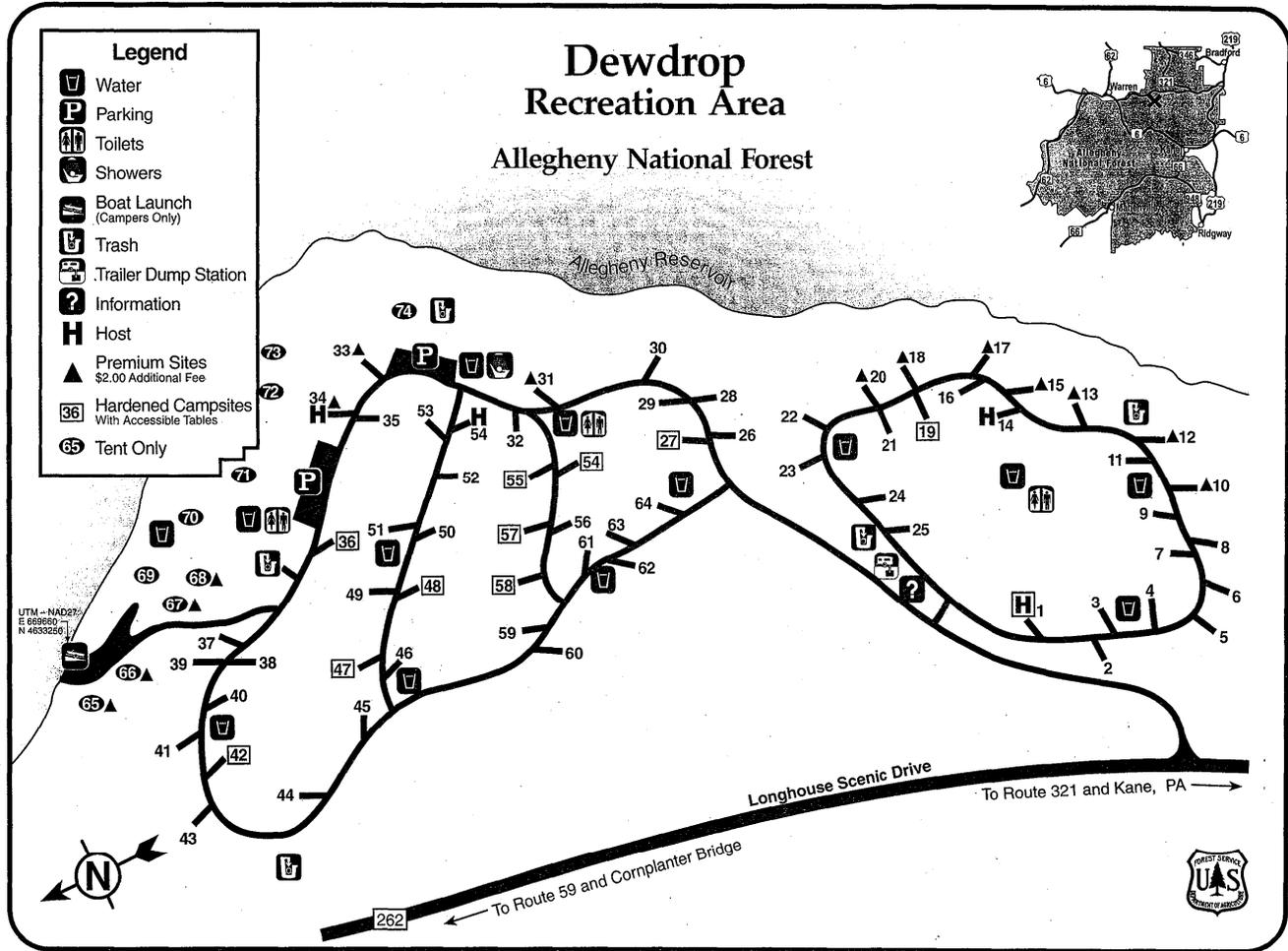
Appendix 2: Recreation Site Maps

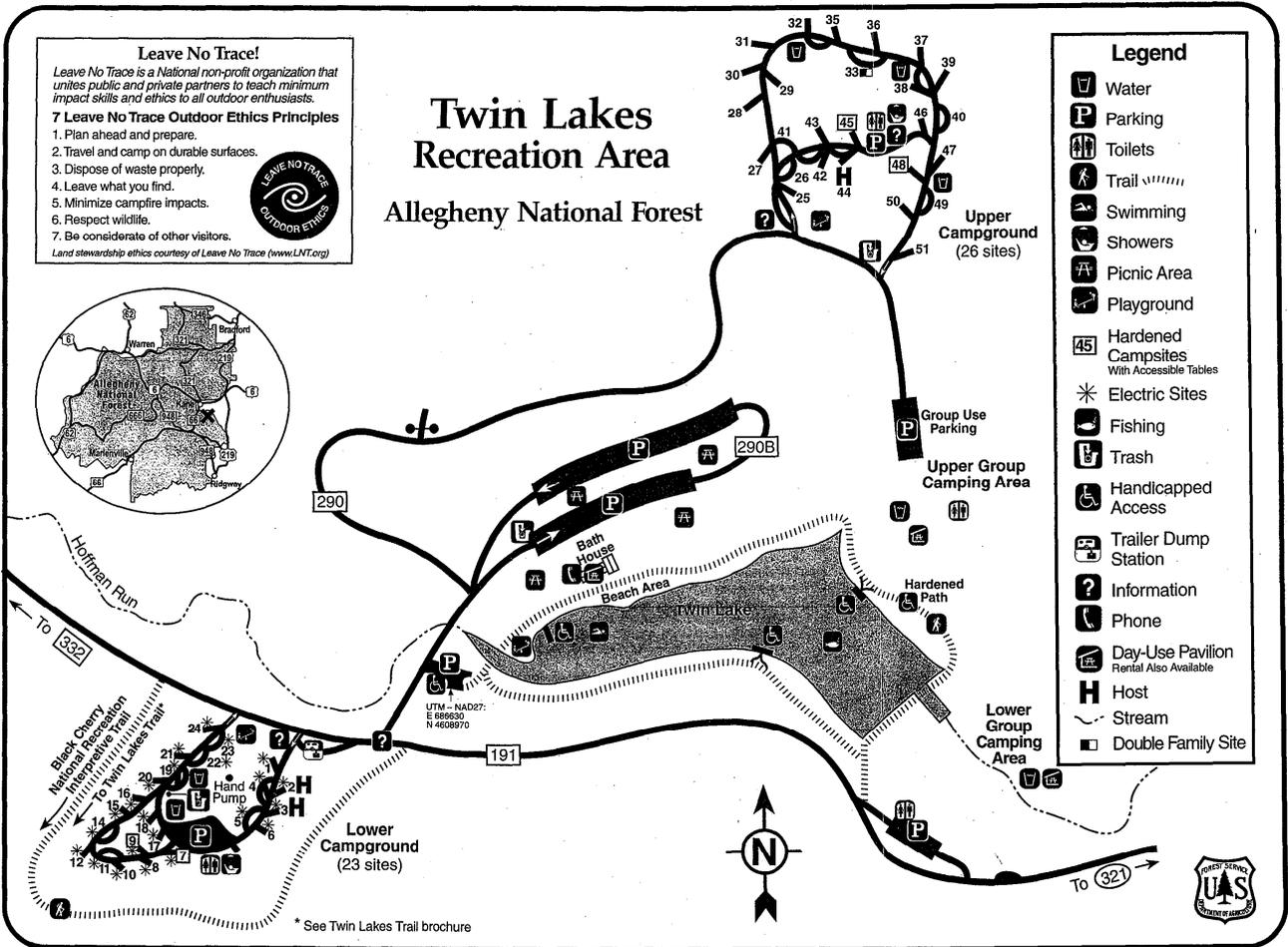
Insert - Kiasutha

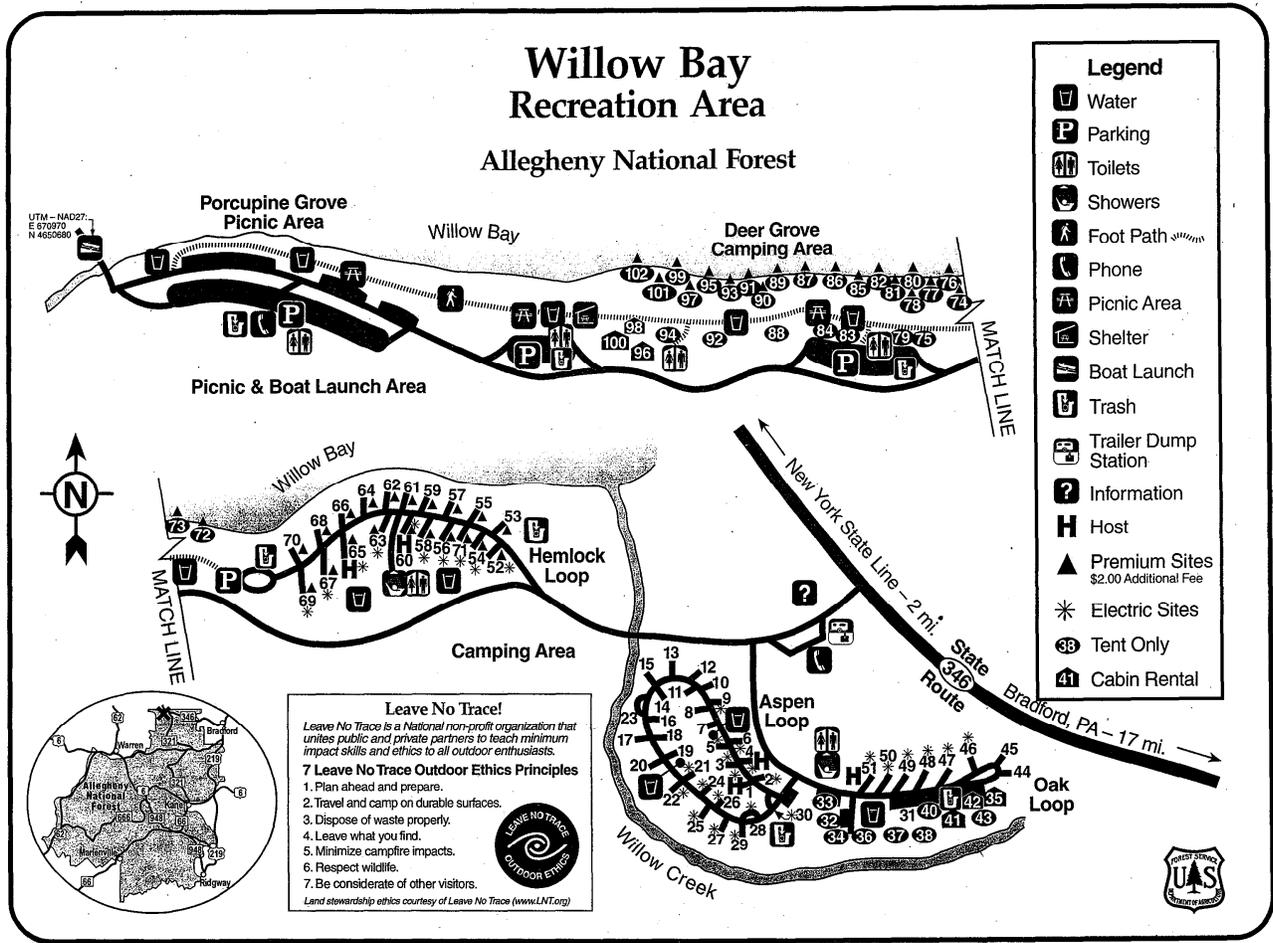


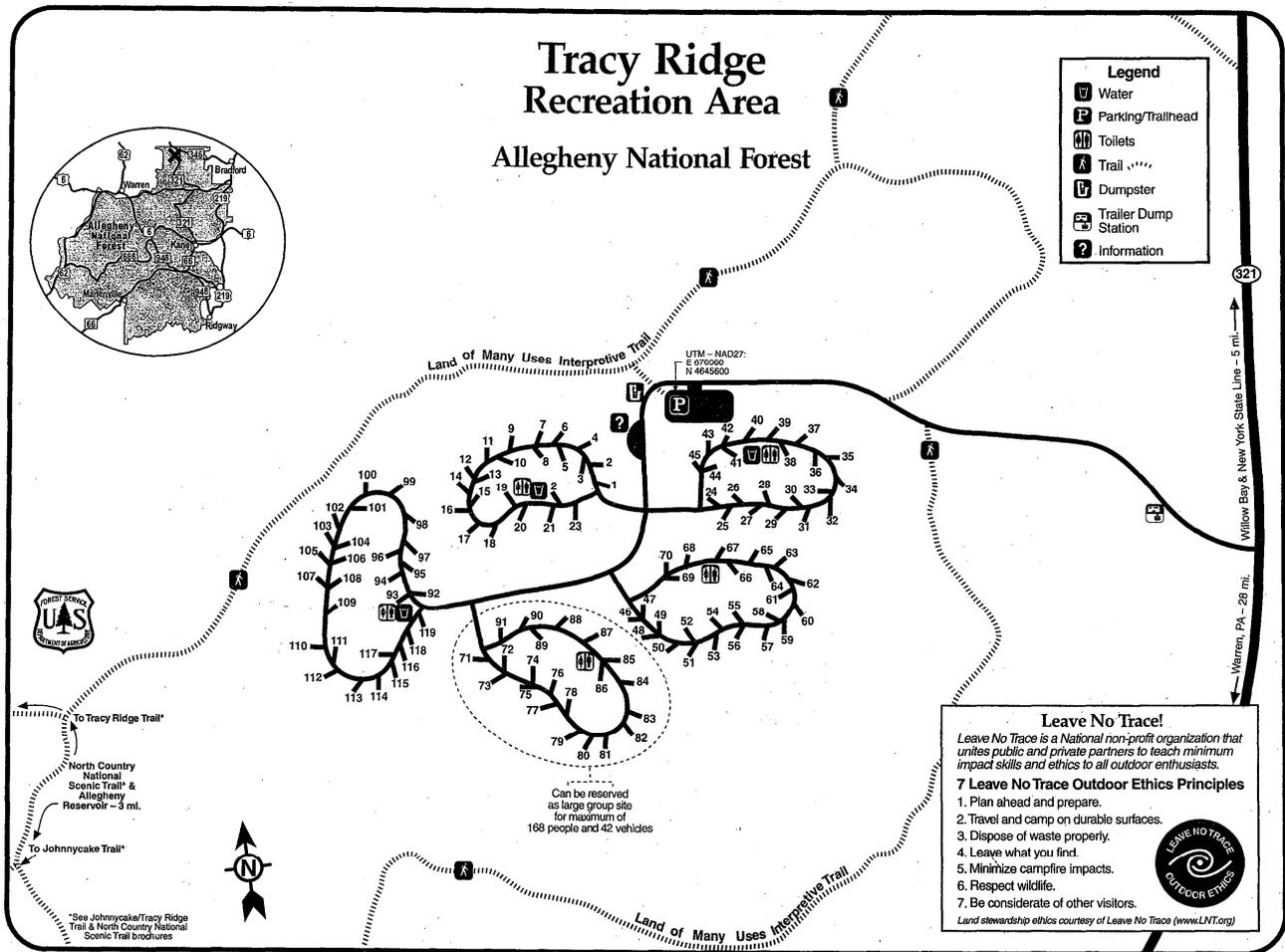












**Appendix 3: Inventory of Government Property**

**Willow Bay Recreation Area**

Item	Type	Quantity	Remarks
Gate	Steel	5	
Dump Station		1	Connected to Sewage System
Fee Station	Bulletin Boards/Vault	1	Ticket Booth/Self Service
Fence			
Propane Storage Tank		2	500 gal. Ea.
Vault Toilet	Wood	4	1 single, 3 double
Flush Toilet/Shower	Wood/Stone	2	
Flush Toilet			
Trails			
Water Wells		1	Pressurized, 26,000 gal.
Water Hydrants/Fountains		12	Pressurized
Security Lights		2	High pressure sodium
Campsites	Family Standard	69	
Campsites	Electric	30	
Campsites	Electric, Water, Sewer	5	
Campsites	Double	0	
Campsites	Group	0	
Grills	Single	20	
Grills	Group		
Fire rings	Standard	102	
Fire rings	Accessible		
Picnic Tables	Standard	134	
Picnic Tables	Accessible	10	
Pavilion	Wood	1	
Amphitheater			
Boat Launch	Concrete Plank	4 lanes	Accessible courtesy dock
Courtesy Dock/Bulk Head	Wood/Metal – Dock; Concrete Bulk Head	1	15/30/100
Horseshoe Pits			
Basketball Court			
Playground			
Signs			
Other Buildings		4	
Parking Lots	# of spaces	Tow-trailer 120 + & single vehicle 70+	Paved
Roads	# of miles	5.8	

### Tracy Ridge Recreation Area

Item	Type	Quantity	Remarks
Gate	Steel	4	
Dump Station		2	1000 gal. Ea.
Fee Station	Bulletin Boards/Vault	1	Self-service
Vault Toilet	Concrete/Wood	5	Double (2) Quad (3)
Water	Hand pumps	5	
Water	Spring	1	Serves dump station
Campsites	Family Standard	119	
Campsites	Electric	0	
Campsites	Electric, Water, Sewer	0	
Campsites	Group	0	
Campsites	Shelter	0	
Grills	Single	0	
Fire rings	Standard	112	
Fire rings	Accessible	0	
Picnic Tables	Standard	0	
Picnic Tables	Accessible	0	
Amphitheater	Outdoor with Electric	0	
Horseshoe Pits		0	
Playground	Plastic/Metal	0	
Signs	Major	9	
Other Buildings	Wood	0	
Roads	# of miles	3	Gravel

### Elijah Run Boat Launch

Item	Type	Quantity	Remarks
Gate		0	
Fee Station	Bulletin Board/Vault	1	Self Service
Vault Toilet	Wood	1	Triple (SSTs)
Trails	Paved	1	1,200 ft. (linear)
Security Light	Propane	1	Located at SST
Boat Launch	Concrete Plank	1	4 Lanes
Courtesy Dock/Bulk Head	Wood/Metal – Dock; Concrete Bulk Head	1	15/30/100
Fishing Pier	Wood/Metal	1	60 foot metal bridge, 12' x 12' wooden deck
Signs	Major	13	Wood, metal
Bulletin Board	Wood	1	
Benches	Wood	2	
Stairs	Wood	2	Access to Upper Park Lot and Shoreline Cove
Parking Lots	# of spaces	115 Tow-Trailer	Paved
Parking Lots	# of spaces	20 – single vehicle	Paved

**Kiasutha Recreation Area**

Item	Type	Quantity	Remarks
Fee Station	bulletin board/vault ticket booth (wood)	1 1	Self-service
Vault Toilet	Wood	1	1000 gal. Vault located in ticket booth
Flush Toilet/Shower	Wood	1	
Flush Toilet	Wood	7	
Water Hydrants/Fountains		21	Pressurized
Water System	Pressurized - well	2	26,000 gal. ea.
Campsites	Family Standard	92	
Campsites	(Host) Electric, water , sewage	4	Hosts
Campsites	Electric	1	Open to public
Grills		47	
Fire rings	Standard	97	
Picnic Tables	Standard	138	
Picnic Tables	Accessible	2	
Benches	Wood	12	Ampitheater
Signs	Major	3	
Beach	200' x 200' concrete bottom with sandbox	1	Swim bouys & depth markers need installed
Other Buildings		4	
Residence, Garage	Wood - Frame	1 ea	3 stall garage
Dump Station		2	connected to sewage system
Security Lights		3	
Playground		1	
Bulletin Board	Wood	2	
Stairs	Wood/Concrete	4	Day use & boat launch
Boat Launch	Concrete	1	2 lanes
Courtesy Dock/Bulk Head	Wood/Metal – Dock; Concrete Bulk Head	1	15/30/100
Parking Lots	# of spaces	Tow-Trailer 75	Paved
Parking Lots	# of spaces	single vehicle 200+	Paved

**Red Bridge Recreation Area**

Item	Type	Quantity	Remarks
Fee Station	Bulletin Board/Vault	1	Self-service
Vault Toilet	Wood	4	Doubles (SSTs)
Water System	Pressurized Well/Spring	2	26,000 gal. tank
Campsites	Family Standard	40	
Campsites	Electric	13	
Campsites	Electric, Sewer, Water	12	(2) used for hosts
Fire rings	Standard	20	
Picnic Tables	Standard	18	
Picnic Tables	Accessible	2	
Signs	Major	1	

Item	Type	Quantity	Remarks
Bulletin Board	Wood	1	
Water Line	Underground	125 feet	Used for vault pumping
Sewer Line	Underground	125 feet	Used for vault pumping
Utility Clean-out	Concrete Box	4	Used for vault pumping

### Twin Lakes Recreation Area

Item	Type	Quantity	Remarks
Gate	Metal	7	Lower loop, upper loop and day use area
Fee Station	3 bulletin boards/vaults & Fee Booth	4	Self-service pay stations in Lower loop, upper loop and day use area – Fee Booth at entrance
Propane Storage Tank	Metal	2	500 gallons each at Shower buildings
Dump Stations		2	1000 gallons ea
Vault Toilet	Wood	2	Group Areas (2) - singles
Flush Toilet/Shower	Wood/Stone	2	Upper Loop & Day use area (Bathhouse)
Clevis Mulching Toilet/Shower	Wood/Stone	1	Lower Loop
Trails	Native/Gravel	3.1	Miles (around lake)
Piers	Wood	2	lake
Water Well/Spring	Pressurized	2	
Water Hydrants	Wood	9	Pressurized
Water Well	Hand Pump	1	Lower Loop
Security Lights		10	Bathhouse, bulletin boards, utility poles
Stairs	Wood	2	Riser (Millstone Group sites), Bathhouse
Beach	100' x 200' sand bottom	1	Swim bouys & depth markers need installed
Playgrounds	Wood	3	Beach, lower & upper loops
Campsites	Family Standard	27	
Campsites	Electric	24	
Campsites	Group	2	
Grills	Single	5	
Fire rings	Standard	43	
Fire rings	Accessible	0	
Picnic Tables	Standard	38	
Picnic Tables	Accessible	18	
Pavilion	Wood	2	
Pavilions	With Electric	3	50 Seats
Signs	Major	7	
Other Buildings		1	
Parking Lots	# of spaces	37	Paved
Parking Lots	# of spaces	20	Gravel
Roads	# of miles	2.1	Paved

<b>Item</b>	<b>Type</b>	<b>Quantity</b>	<b>Remarks</b>
Roads	# of miles	0.8	Gravel

### **Dew Drop Recreation Area**

<b>Item</b>	<b>Type</b>	<b>Quantity</b>	<b>Remarks</b>
Gate	Metal	2	
Fee Station	2 bulletin boards, metal tube	1	Self-service
Flush Toilets	Wood	3	
Shower	Wood	1	
Trails	Native/Gravel/Paved	5.9	Linear ft.
Water System	Spring	1	
Security Lights		2	
Campsites	Family Standard	74	
Fire rings	Standard	74	
Picnic Tables	Standard	59	
Picnic Tables	Accessible	15	
Boat Launch	Concrete Plank	1	Single Lane
Signs	Major	16	
Other Buildings	Wood	1	Warehouse
Parking Lots	# of spaces	25	Gravel
Interpetive Trail	Miles	2.1	
Roads	# of miles	2.7	Gravel

*Appendix 4: Applicable Forest Orders*



## ALLEGHENY NATIONAL FOREST RESTRICTED USE

Dear User:

We would like to inform you of the restrictions on the Allegheny National Forest to help prevent introduction of aquatic nuisance species. Zebra mussels and aquatic plants are often inadvertently possessed, stored, or transported on boats and boat trailers. They may be present on the boat hull, in the live wells, on the trailer, or in other areas of the boat that hold water. Prior to launching, care must be taken to ensure that these organisms are not present on boats or trailers. Small zebra mussels (i.e. larvae) may be present in live bait containers (if the bait was collected in zebra mussel infested waters). To prevent introduction from happening, unused live bait should be discarded on land. Further information about preventing the spread of zebra mussels and other aquatic nuisance species can be found at the information bulletin boards located at boat launches.

**Order of the Forest Supervisor No. 006**  
Setting forth Restrictions and Conditions for Occupancy and Use  
**Use of**  
**BOAT LAUNCHING FACILITIES**  
on the Allegheny National Forest

Pursuant to 36 CFR 261.50, the following acts are prohibited on the Allegheny National Forest, located within Warren, McKean, Forest and Elk Counties, Commonwealth of Pennsylvania.

- 1. Possessing, storing, or transporting Zebra Mussels. (36 CFR 261.58(s))**
- 2. Possessing, storing, or transporting any aquatic plant. (36 CFR 261.58(t))**

This order supersedes order number 006 dated June 30, 2000.

*Violation of any of these prohibitions is punishable by a fine of not more than \$5000 or imprisonment for not more than six (6) months, or both, under authority of Title 16 USC 551, Title 18 USC 3559 and 3571.*

Further information about zebra mussels can be obtained from the District Rangers, USDA Forest Service, in Bradford and Marienville, PA, or the Forest Supervisor in Warren, PA.

Done at Warren, Pennsylvania this 17 day of July, 2000.

  
**JOHN PALMER**  
Forest Supervisor  
Allegheny National Forest



## ALLEGHENY NATIONAL FOREST RESTRICTED USE

Dear User:

We would like to inform you of the restrictions on the Allegheny National Forest.

**Order of the Forest Supervisor No. 99-03**  
Setting forth Restrictions and Conditions for  
**OCCUPANCY AND USE**  
of the Allegheny National Forest

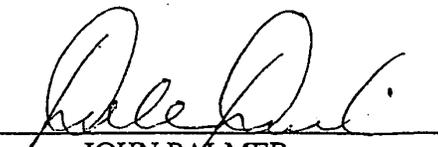
Under the authority of the Act of Congress dated June 4, 1897, as amended (16 USC 551) and the Secretary of Agriculture's regulation 36 CFR 261.50(a) and (b), the following act is prohibited within the Allegheny National Forest until further notice:

**1. Parking in an area where a daily recreation fee (parking fee) is required for longer than 30 minutes unless fee has been paid as per posted instructions. 36 CFR 261.58(g)**

• Ref: 36 CFR 261-15

*Violation of this prohibition is punishable by a fine of not more than \$5000 or imprisonment for not more than six (6) months, or both, under authority of 16 USC 551, Title USC 3559 and 3571.*

Done at Warren, Pennsylvania this 6 of April, 1999.

  
JOHN PALMER  
Forest Supervisor  
Allegheny National Forest



## ALLEGHENY NATIONAL FOREST RESTRICTED USE

Dear User:

We would like to inform you of the restrictions on the Allegheny National Forest.

**Order of the Forest Supervisor No. 99-02**  
Setting forth Restrictions and Conditions for  
**OCCUPANCY AND USE**  
of the Allegheny National Forest

Under the authority of the Act of Congress dated June 4, 1897, as amended (16 USC 551) and the Secretary of Agriculture's regulation 36 CFR 261.50(a) and (b), the following act is prohibited within the Allegheny National Forest until further notice:

- 1. Possessing a beverage, which is defined as an alcoholic beverage, in violation of Pennsylvania State Law by persons under 21 years of age. (18 Pa. C.S. Sec. 6308) (36 CFR 261.58(bb)).**

*Violation of this prohibition is punishable by a fine of not more than \$5000 or imprisonment for not more than six (6) months, or both, under authority of 16 USC 551, Title USC 3559 and 3571.*

Done at Warren, Pennsylvania this 12 of February, 1999.

  
\_\_\_\_\_  
JOHN PALMER  
Forest Supervisor  
Allegheny National Forest



## ALLEGHENY NATIONAL FOREST RESTRICTED USE

Dear User:

We would like to inform you of the restrictions on the Allegheny National Forest.

Order of the Forest Supervisor No. 002  
Setting forth Restrictions and Conditions for  
Use of  
**DEVELOPED RECREATION AREAS**  
on the Allegheny National Forest

Under the authority of the Act of Congress dated June 4, 1897, as amended (16 USC 551) and the Secretary of Agriculture's regulation 36 CFR 261.50 (a) and (b), the following acts are prohibited on the Allegheny National Forest, Commonwealth of Pennsylvania, until further notice:

Campsite occupancy shall not exceed:

1. More than TWO MOTOR VEHICLES PER SITE (motor vehicle is defined as: car, station wagon, van, or truck). (36 CFR 261.58(i))
2. More than ONE WHEELED CAMPING UNIT PER SITE (camping unit is defined as: motorhome, travel trailer, truck camper, pop-up trailer, conversion van, or bus). (36 CFR 261.58(d))
3. Eight users per site. (36 CFR 261.58(f))

The following acts or omissions are prohibited:

1. Entering or remaining in a campground from 10 p.m. to 6 a.m., except for persons who are occupying such campgrounds. (36 CFR 261.58(c))
2. Camping for a period longer than 14 days. (36 CFR 261.58(a))

Pursuant to 36 CFR 261.50(e), the following persons are exempt from this order:

1. Persons with a permit authorizing the otherwise prohibited act of omission.
2. Any Federal, State, or local officer or member or an organized rescue or firefighting force in the performance of an official duty.

This order supersedes order number 99-4 dated April 27, 1999.

Violation of any of these prohibitions is punishable by a fine of not more than \$5000 or imprisonment for not more than six (6) months, or both, under authority of Title 16 USC 551, Title 18 USC 3559 and 3571.

Done at Warren, Pennsylvania this 19 day of May, 2000.

  
JOHN PALMER  
Forest Supervisor  
Allegheny National Forest

**ORDER OF THE FOREST SUPERVISOR  
SETTING FORTH RESTRICTIONS AND CONDITIONS OF USE  
IN CAMPGROUNDS  
OF THE ALLEGHENY NATIONAL FOREST  
PENNSYLVANIA**

**Under Authority of the Act of Congress of June 4, 1897, as amended (16 USC 551), and the Secretary of Agriculture's Regulation 36 CFR 261.50, the following is prohibited on campgrounds of the Allegheny National Forest:**

1. Camping at a campsite for longer than one-half (1/2) hour after arrival at said campsite unless camping fee has been paid as per posted instructions. (36 CFR 261.58(a))
2. Camping at a campsite after 2:00 P.M. unless payment of camping fee for said campsite has been paid as per posted instructions. (36 CFR 261.58(a))

**This order supersedes the order dated April 3, 1989 entitled *Setting Forth Conditions of Use on Campgrounds of the Allegheny National Forest, Pennsylvania.***

**Violation of these prohibitions is punishable by a fine of not more than \$5000.00 or imprisonment for not more than six (6) months, or both, under the authority of 16 USC 551.**

May 7, 1993

Date



\_\_\_\_\_  
JOHN E. PALMER  
Forest Supervisor  
Allegheny National Forest

## SPECIAL AREAS ON THE ALLEGHENY NATIONAL FOREST RESTRICTED USE

Dear User:

We would like to inform you of the special area restrictions on the Allegheny National Forest.

Order of the Forest Supervisor NO. 96-5  
Setting Forth Restrictions and Conditions  
of Use for  
SPECIAL AREAS  
of the Allegheny National Forest

Under the authority of the Act of Congress dated June 4, 1896, as amended (16 USC 551) and the Secretary of Agriculture's regulation 36 CFR 261.60, the following acts are prohibited on National Forest lands located within Warren and McKean Counties, Pennsylvania, Allegheny National Forest.

Camping is prohibited in the special areas listed in items 1-2 below except at developed campgrounds. 36 CFR 261.58(e)

1. On the shores and within 1500 feet inland from the timber line around the Allegheny Reservoir.
2. Within 1500 feet either side of the center line of Allegheny Reservoir Scenic Drive (includes Longhouse Scenic Drive and portions of State Routes 59, 346, and 321) and the main access roads into Jakes Rocks and Rimrock.

Developed campgrounds on National Forest land in the area where camping is permitted include Willow Bay, Tracy Ridge, Red Bridge, Big Rock, Kiasutha, Dewdrop, Morrison, Pine Grove, Hopewell, Handsome Lake, and Hooks Brook.

This order supersedes the order dated June 6, 1980.

Violation of these prohibitions is punishable by a fine of not more than \$5,000.00 or imprisonment for not more than six (6) months, or both, under the authority of 16 USC 551.

5-16-96  
Date

  
JOHN E. PALMER  
Forest Supervisor  
Allegheny National Forest



ORDER NO. 2007- 03

ORDER OF THE FOREST SUPERVISOR  
RESTRICTING THE OCCUPANCY AND USE, TO WIT:  
FIREWOOD

ALLEGHENY NATIONAL FOREST

Under authority of the Act of Congress of June 4, 1897, as amended (16 U.S.C. 551), and pursuant to the Secretary of Agriculture's Regulations set forth at 36 CFR Part 261, Subpart B (CFR 261.50(a) and (b)), the following acts and omissions are prohibited on National Forest System lands on the Allegheny National Forest located within Warren, Forest, Elk and McKean counties Pennsylvania, said area being described and designated as shown on the map set forth at Exhibit A which is attached hereto and made a part hereto:

1. Possessing, storing or transporting any part of a tree as described below. (36 CFR 261.58(t)).

A: Any firewood of any species originating from any location outside of Elk, Warren, Forest and McKean counties in Pennsylvania.

Supplemental Definition

FIREWOOD means any part or portion of a tree that has been cut and removed from its original location and is to be used as fuel for heating or cooking in open pit, grill, fireplace or stove.

THESE RESTRICTIONS ARE NECESSARY FOR PUBLIC SAFETY AND TO PROTECT NATIONAL FOREST PROPERTY. THEY ARE IN ADDITION TO THE GENERAL PROHIBITIONS SET FORTH IN 36 CFR 261. THE PROHIBITIONS WILL BE IN EFFECT FROM THE DATE OF THIS ORDER UNTIL SPECIFICALLY WITHDRAWN BY TERMINATION ORDER OF THE FOREST SUPERVISOR.

Pursuant to 36 CFR 261.50(e), the following persons are exempt from this order:

1. Persons with a permit granted either by USDA-Animal and Plant Health Inspection Service (APHIS) or USDA-Forest Service specifically authorizing the otherwise prohibited act or omission.
2. Any Federal, State, or local officer in the performance of an official duty.
3. Any USDA, APHIS Administrator, Inspector or its agents thereof.

Violations of these prohibitions are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than SIX (6) months, or both. (16 USC 551, 18 USC 3559 and 3571).

Dated this 19<sup>th</sup> day of July, 2007, at Warren, Pennsylvania.

Kathleen Morse  
Kathleen Morse  
Forest Supervisor  
Allegheny National Forest

*Appendix 5: Sample Use Report*

# Sample Use Report

## Sample Daily Use/Fee Report

Allegheny National Forest

Bradford Ranger District

Campground \_\_\_\_\_

USE INFORMATION								REVENUE/FEES						
Date	Site #	Tag/ Res #	# Days	# People	State	Veh Licenc	Gold Age	Overnt Camping	Day Use	Extra Veh	Other	Cash	Check	Daily Total
<b>TOTAL REVENUE</b>														

**SAMPLE Monthly or Annual Use/Fee Report**  
**Allegheny National Forest   Bradford District   Reporting Period:**

Campground	Total # of sites occupied	Total # of people	Percent occupancy	Camping fees collected on site	Fees for other goods & services	# Golden Age/ Access used	NRRS fees (monthly/ annually)
<b>Red Bridge</b>							
<b>Kiasutha</b>							
<b>TOTAL</b>							

Annual fees collected under the NRRS \_\_\_\_\_

Taxes paid (end of year report only) \_\_\_\_\_

Total gross/total revenue (end of year report only) \_\_\_\_\_

Total net revenue (end of year report only) \_\_\_\_\_

# APPENDIX 6

## Information Collection and Sample Customer Service Comment Cards

### **Paperwork reduction Act**

Relevant information from WO letter dated February 13, 2007 OMB Guidance - Information Collection

"Public information collections are subject to the Paperwork reduction Act (PRA) and require Office of Management and Budget (OMB) approval."

"A public Information collection is the collection of information from the public by an agency using forms, oral questions, schedules, and questionnaires posed to ten or more persons with a twelve-month period. Included are all oral, written, or electronically transmitted expression of opinion or fact."

"In January 2006, the Office of Management and Budget (OMB) issued guidance regarding the design of surveys, "Questions and Answers When Designing Surveys for Information Collections"

### **Privacy Act**

Concession permit holders must follow federal Privacy Act regulations.

*Title 7: Agriculture, Part 1 Administrative Regulations, Subpart G—Privacy Act Regulations Authority: 5 U.S.C. 301 and 552a; 31 U.S.C. 9701. Source: 40 FR 39519, Aug. 28, 1975*

*Sec.4 Government contractors.* When an agency within the Department provides by a contract for the operation by or on behalf of the agency of a system of records to accomplish an agency function, the agency shall, consistent with its authority, cause the requirements of this subpart to be applied to such system. For purposes of 5 U.S.C. 552a(i) any such contractor or any employee of such contractor shall be considered to be an employee of an agency and therefore subject to the criminal penalties set forth in 5 U.S.C. 552a(i).

\*\*\*\*\*

Concessionaires must NOT collect personal information on comment cards.

The following is a list of what is considered personal information from the University of Washington.

Personally identifiable information is defined as data or other information which is tied to, or which otherwise identifies, an individual or provides information about an individual in a way that is reasonably likely to enable identification of a specific person and make personal information about them known.

Personal information includes, but is not limited to, information regarding a person's home or other personal address, social security number, driver's license, marital status, financial information, credit card numbers, bank accounts, parental status, sex, race, religion, political affiliation, personal assets, medical conditions, medical records or test results, home or other personal phone numbers, address, employee number, personnel records and so on.

\*\*\*\*\*

### **Sample Comment Card**

Do not handout comment card but have available in a place where visitors frequent.

<b>Comment Card</b>
Recreation Site Name: _____
Date: _____
Comment: _____
_____
_____
_____
_____
_____
_____
We thank you for your comment.
This information will help us provide better services and facilities on your next visit.

*Appendix 7: Standard Performance Evaluation Form*

**Performance Evaluation Form For  
Concession Developed Sites**

Prospectus for Campground and Related Granger-Thye Concessions, Allegheny National Forest

Forest: \_\_\_\_\_

Ranger District \_\_\_\_\_

Developed Site: \_\_\_\_\_ Holder: \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: **Bold-faced items** are nationally defined Critical Elements for performance inspection/appraisal ratings.

A. PERMIT TERMS	Above Standard	Meets Standard	Below Standard
1. <b>Insurance requirements met</b>			
2. <b>Payments timely</b>			
3. Use reports accurate & timely			
4. <b>Title VI requirements met</b>			
5. Other permit terms met (specify below)			
Communications			
Interpretive Programs			
Miscellaneous Sales			
B. OPERATION & MAINTENANCE PLAN			
1. <b>O&amp;M Plan complete &amp; properly submitted</b>			
2. G/T off-set plan submitted in a timely manner			
3. <b>G/T off-set projects completed to standard</b>			
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner			
C. CUSTOMER SERVICE - This evaluation criteria is related to MM standards			
1. <b>Good PR maintained with Forest visitors</b>			
2. Good comments received from visitors			
3. <b>Fees &amp; services provided as represented</b>			
4. Visitor compliance with FS regs obtained			
D. MEANINGFUL MEASURES			

Prospectus for Campground and Related Granger-Thye Concessions, Allegheny National Forest

<b>Health and Cleanliness</b>			
1. Humans free from exposure to human waste			
2. Water and sewage treatment systems meet w/all state & FS standards			
3. Garbage does not exceed container capacities			
4. Garbage containers are animal resistant			
5. Sites are free of litter & animal refuse			
6. Graffiti is removed within 48 hours of discovery.			
7. Toilets & garbage locations are free of objectionable odors			
8. "Pack In/Out" message is posted where used, and accumulated trash is removed with in 24 hours of discovery			
9. All other facilities are kept clean			

<b>Setting</b>			
1. Effects from recreation use that conflict with environmental laws are analyzed and mitigated			
2. Recreation opportunities and site management are consistent with ROS objectives			
3. Landscape character at all sites is consistent with Forest scenic integrity objective(s)			
4. Existing vegetation management plan(s) are adhered to & vegetation loss or erosion caused by recreation use is corrected or prevented			
5. Numbers of people & vehicles is kept below site capacity			
<b>Safety &amp; Security</b>			
1. Safety inspections completed annually. Documented high risk conditions are corrected prior to use			
2. High-risk conditions that develop during the season are mitigated, or the site is closed			
3. Employees have dependable communications			
4. Activities prohibited under 36 CFR 261.14, sub-part A are dealt with appropriately			

Prospectus for Campground and Related Granger-Thye Concessions, Allegheny National Forest

<b>5. Utility systems meet applicable state and local regulations.</b>			
<b>Responsiveness</b>			
<b>1. Facilities, when signed as accessible, meet guidelines in UAOR: A Design Guide</b>			
2. All site entrances are well marked, easily found, and visitors feel welcome			
3. Info boards look fresh, professional, are uncluttered and contain appropriate info. Multi-lingual services are provided as needed			
4. All personnel demonstrate good customer services practices			
<b>Condition of Facilities</b>			
<b>1. All restrooms are functional and in good repair</b>			
2. All facilities, including parking and use sites, meet FS design standards and guidelines in UAOR:A Design Guide, per the transition plan			
3. All structures and facilities meet the INFRA-STRUCTURE definition for good condition			
4. Signs & bulletin boards are well maintained and meet FS standards			
5. Roads are treated to control dust			
6. Vandalism is corrected or mitigated within 1 week of discovery			

Comments and/or corrective actions pertaining to specific items listed above (for this inspection/appraisal(s):

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Have all "Below Standard" items from the previous performance inspection/appraisal(s) been corrected?

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*Prospectus for Campground and Related Granger-Thye Concessions, Allegheny National Forest*

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Holder's comments:

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(Continue on a separate sheet of paper if desired)

## Performance Inspection/Appraisal(s) Overall Rating System

Nationally, only three performance inspection/appraisal ratings are possible for developed site concession administration. These are: 1) "Above Standard", 2) "Meets Standard" and 3) "Below Standard". These three ratings have been established to provide national consistency and definition for the concession inspection/appraisal rating system. As the Authorized Officer, you may develop additional site-specific rating criteria to assist you in further defining and reaching these three ratings but only these three specific ratings can be used to describe your written rating that is given to the holder, You must also have any additional site-specific rating information presented either as a part of the prospectus or as agreed to with the holder if that criteria is developed after the permit has been authorized.

1. If any Critical Element is rated as "'Below Standard'", the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any Critical Element(s), the holder should be given written notice regarding which of the Critical Element(s) did not achieve the "Meets Standard". The performance concerning the Critical Element(s) has to be corrected immediately. Depending on the Critical Element, the permit may be either immediately suspended (i.e. no insurance policy) or the permit administrator may allow continued use but with that Critical Element not available for public use (i.e. a bad water sample).

2. If more than **three** non-critical elements are rated "Unacceptable," the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any non-critical element(s), the holder should be given written notice regarding which of the non-critical element(s) did not achieve the "Meets Standard". The performance for these non-critical elements has to be improved prior to the next rating period, which will defined by the permit

Prospectus for Campground and Related Granger-Thye Concessions, Allegheny National Forest

administrator. The holder must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special-Use Permit (FS-2700-4h (8-02)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

3. If any of the elements are found to exceed " Meets Standard", then you must set the rating at "Above Standard".

The holder's signature denotes that the Forest Service representative has discussed this evaluation/appraisal with the holder or his/her representative. A holder's signature does not necessarily constitute an agreement or acceptance of the rating

Signatures:

Holder or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Forest Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix 8: Law Enforcement at Concession Campgrounds**

**2342.1 - Exhibit 01**

**Law Enforcement at Concession Campgrounds**

**ROLES AND RESPONSIBILITIES**

1. Concessionaires. In responding to violations of Federal, State, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, State, or local laws or regulations, including 36 CFR part 261, Prohibitions on National Forest System lands. Concessionaires should be knowledgeable of applicable Federal, State, and local laws and regulations, including 36 CFR part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities.

Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty State or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols.

Under the terms of the campground concession permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated into the concessionaire's operating plan, and the concessionaire may be held accountable for ensuring compliance under the terms of the special use permit.

Conduct that violates rules of use may also violate Federal, State, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of State law or disorderly conduct in violation of Forest Service regulations at 36 CFR 261.4

To minimize confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within the campground.

2. State and Local Law Enforcement Agencies. Generally, State and local law enforcement agencies have authority to enforce applicable State and local laws, ordinances, and regulations on National Forest System lands. Under 16 U.S.C. 480, States retain their civil and criminal jurisdiction over persons on the National Forests. Thus, crimes involving persons and their property are generally the primary responsibility of State and local law enforcement authorities.

Where a concessionaire has established rules of use, there is no authority for a State or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of State or local law.

**2342.1 - Exhibit 01--Continued**

There is no authority for the Forest Service to allow State and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR part 261. Some conduct may be prosecuted under Federal or State law because the conduct violates both Federal and State law. However, State and local law enforcement officers may enforce only State and local law.

3. Forest Service. The Forest Service retains all its authorities and responsibilities for enforcing Federal laws and regulations relating to administration of National Forest System lands. The role and responsibilities of the Forest Service do not change simply because the Forest Service has issued a special use permit to a concessionaire. Forest Service personnel should continue to enforce all Federal laws and regulations relating to administration of National Forest System lands within concessionaire-operated campgrounds.

Forest Service personnel should not assume, however, that all laws and regulations applicable to facilities operated by the Forest Service are also applicable to sites operated by concessionaires. For example, as a matter of policy the Forest Service does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for a “site, facility, . . . or service furnished by the United States.” The agency construes “furnished by the United States” to mean “owned and operated” by the United States.” Therefore, the Forest Service would not cite someone for failure to pay a camping fee at a concession campground because the site is operated by a concessionaire, rather than the Forest Service, and the concessionaire, rather than the Forest Service, retains the campground fees.

The regulations at 36 CFR part 261, subpart A, apply at both Forest Service and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR part 261, subpart B, may or may not apply at concession campgrounds. A subpart B order must clearly state the area to which it applies. 36 CFR 261.50(c)(1). If the order is forest-wide, it applies to all campgrounds, including concession campgrounds, within the forest. Operating plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. However, a concessionaire’s rule of use may be stricter than an order.

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order and may want to exempt them to place more responsibility for the site on the concessionaire. Rules of use rather than the order would then govern. This approach is consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited Forest Service resources in administering developed recreation sites.

**Prospectus for Campgrounds and Related Granger-Thye Concessions, Allegheny National Forest**

When issuing a subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.

**2342.1 - Exhibit 01--Continued**

If concession campgrounds are exempted from a subpart B order, the rules of use established by concessionaires may differ from the restrictions contained in the order that applies elsewhere. For example, the restriction established by an order on the number of vehicles allowed per campsite at a Forest Service-operated campground may differ from the same type of restriction adopted as a rule of use at a concession campground. Forest Service personnel should ensure that they enforce only those subpart B orders that apply to concession campgrounds.

36 CFR part 261, subpart C, regulations should be handled the same way as subpart B orders. Subpart C regulations are issued by the Chief or Regional Forester to prohibit acts or omissions in all or any part of an area over which the Chief or Regional Forester has jurisdiction.

Forest Service law enforcement personnel should cooperate with State and local law enforcement agencies to the extent authorized by Forest Service policy (FSM 5360) and State and Federal law, such as 16 U.S.C. 559g(c), which authorizes acceptance of a law enforcement designation from States, and 16 U.S.C. 553, which authorizes the Forest Service to aid in the enforcement of State laws in certain respects.

Prospectuses and permits for concession campgrounds should clearly describe the respective responsibilities of Forest Service law enforcement personnel, State and local law enforcement authorities, and concessionaires.

**SUMMARY**

Crimes involving persons and property are generally violations of State law. State and local law enforcement authorities have jurisdiction to enforce State laws at concession campgrounds. Forest Service personnel have the responsibility to enforce Federal laws and regulations relating to the administration of National Forest System lands.

Concessionaires may establish and enforce rules of use that are subordinate to Federal, State, and local laws and regulations. Rules of use are not enforceable by Federal, State, or local law enforcement authorities unless violations or rules of use constitute violations of Federal, State, or local laws.

Concessionaires should contact Federal, State, and local law enforcement authorities to address criminal violations under their respective jurisdictions. Concessionaires may also consider hiring a private security firm or contracting with off-duty State or local law enforcement personnel to address day-to-day public safety concerns at concession campgrounds.

Campground concession prospectuses and permits should clearly describe the respective responsibilities of Forest Service law enforcement personnel, local law enforcement authorities, and concessionaires. In order to minimize visitor confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within a campground.

Appendix 9: Operating Plan

**Annual Operating Plan  
And  
Annual Operating Plan Outline**

This appendix describes the minimum requirements of the holder's Annual Operating Plan and application regarding the operating season, staffing, operations and maintenance services provided, and minimum standards to be met. The Forest Service will use applicant provided information to rate the proposal against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become a part of his/her Annual Operating Plan. Contact (Tonika Goins, District Recreation Team Leader, Allegheny National Forest, (814) 363-6049 for questions.

The holder must meet the additional standards and requirements specified in this section for the recreation sites listed in the prospectus. Applicants are required to propose how they will meet or exceed the minimum standards described in this Appendix (9).

## Annual Operating Plan

### Table of Contents

1. Operating Season:
2. Staffing:
  - 2a. Supervision/Management
  - 2b. Personnel
  - 2c. Employee Training
  - 2d. Employee Conduct
  - 2e. Uniforms and Vehicle Identification
3. Customer Service
4. Operations
  - 4a. Water and Sewage Systems
  - 4b. Interference with Normal Use of Recreation Sites
  - 4c. Standards for Site Facility Cleaning and Maintenance
    - 4c1. All Facilities
    - 4c2. Toilets
    - 4c3. Tables
    - 4c4. Fire Rings and Grills
    - 4c5. Grounds
    - 4c6. Roads and Trails
    - 4c7. Barriers (parking, road, etc.)
    - 4c8. Water Hydrants
    - 4c9. Trash Receptacles
    - 4c10. Signs, Bulletin Boards, and Fee Stations
5. Safety
  - 5a. Safety Inspection
  - 5b. High Risk Conditions
  - 5c. Removal of Hazardous Objects
  - 5d. Identification and Removal of Hazardous Trees
6. Signs and Posters
  - 8a. Entrance Sign
  - 8b. Title VI Compliance
7. Holder Advertising
8. Fire Prevention
9. Road and Trail Maintenance
10. Law Enforcement and Security
11. Communication Systems
12. Herbicides and Pesticides
13. Boating Safety
14. Interpretive Programs
15. Recycling
16. Additional Revenue-Producing Sales, Services, and/or Fees

**1. Operating Season:**

The minimum season is: **Friday before Memorial Day through Labor Day**, as described in the prospectus in II.C. Recreation Site Description.

*Additional times of operation, both full and partial, may be offered.*

**2. Staffing:**

The holder will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit.

State and Federal laws governing employment, wages, worker safety, etc. must be met. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, Davis-Bacon Wage Rates (for G/T fee off-set), workers' compensation, OSHA regulations, ADA, and immigration laws regarding employment of legal aliens.

**2a. Supervision/Management:**

A representative(s) who will serve as the liaison(s) between the Holder and the Forest Service and have full authority to act on the terms of the special use permit must be designated. There may be more than one designee, each of whom has the authority to act on one or more permit terms (i.e., one person may deal with operations issues, one may deal with maintenance issues, and another may deal with financial issues). The designee(s) names, or the appropriate job title(s), must be included in the proposal.

*State in the proposal the position title and area(s) of responsibility.*

**2b. Personnel**

*Provide an organization chart showing each position. Provide a narrative description of each position shown on the organization chart including the title of the position, duties, and indicating full or part time employment.*

**2c. Employee Training**

*Describe training to be provided to each position listed on your organization chart.*

**2d. Employee Conduct**

*Provide your company's employee conduct policy.*

**2e. Uniforms and Vehicle Identification**

Employees must wear neat, clean, and professional attire that identifies them as concessionaire employee including a name tag with the concessionaire's identify. The official Forest Service uniform, Forest Service volunteer uniform, and components may not be used.

*Describe in detail attire for all employee positions.*

Vehicles must be clean, quiet, and well maintained with a professional quality sign containing the concessionaire's name displayed on each side of each vehicle used.

*Describe in detail vehicles used.*

### 3. Customer Service:

Customers and the visiting public will be responded to in a professional manner to contribute towards a safe and enjoyable experience on the National Forest. A customer service comment card system must be provided. The customer service comment card contained in Appendix 7 may be proposed.

*Describe a customer service commitment and provide a comment card system.*

### 4. Operations:

The Holder will be responsible for all tasks associated with the daily operation and maintenance of the Allegheny National Forest Recreation areas identified in the prospectus.

#### 4a. Water and Sewage Systems

All of the developed sites included in this offering have potable water and sewage systems. Applicants are to develop operating plans (as part of the application process) for both the following situations:

1. Permit holder will operate and maintain all water and sewage systems (**including the pressurized water systems and sewage treatment plants**)
2. Forest Service will retain the operation and maintenance of all water and sewage systems (excluding pumping of vault toilets and sample testing of water systems and sewage treatment plants).

The Forest Service will provide instruction on turning off and reopening of the water and sewage systems.

The holder is responsible for compliance with all applicable Federal, state, and local drinking water laws and regulations for the operation and maintenance of the public water systems and, sewage systems identified in the prospectus. This includes the testing and maintenance of all potable water systems and sewage treatment plants in accordance with the Commonwealth of Pennsylvania and Forest Service regulations. If current laws and regulations change and it becomes necessary to perform additional or different tests, the holder shall be responsible for compliance and associated costs. (See Forest Service 2700-4h, clause V. B. and FS 2700-4h Appendix F)

*Describe a process to operate, inspect, test, and maintain the water and sewage systems addressing the standards described above.*

**4b. Interference with Normal Use of Recreation Sites**

Operation, maintenance, and cleaning of grounds and facilities can interfere with the recreational use of the areas by the visiting public.

*Describe measures to limit inconvenience and disruption of use by the public.*

**4c. Standards for Site Facility Cleaning and Maintenance**

The holder shall be responsible for meeting the standards listed below when cleaning and maintaining facilities.

*Describe how the following ten items (4c1. – 4c10.) will be identified and accomplished.*

**4c1. All Facilities**

Facilities are maintained free of graffiti.

Facilities are clean and well maintained.

Numbers of visitors and vehicles do not exceed site capacity.

A site safety inspection is completed annually, and documented in a format acceptable to the Forest Service. Documented high risk conditions are corrected prior to use.

Utility systems meet applicable state and local regulations.

Facilities, when signed as accessible, meet ADA/ABA, as well as the FSORAG (refer to page 16 of prospectus)..

Grass and over hanging brush must be kept trimmed around tables, bulletin boards, water hydrants, barriers, signs, buildings, parking areas, paths, living spaces, tent sites, and other facilities.

**4c2. Toilets**

To keep humans from unhealthy exposures to human waste, the waste is removed immediately upon discovery or notification.

All other types of sewage treatment systems must meet state and federal standards.

Toilets are clean and free of objectionable odor.

Restrooms are functional and in good repair.

Walkways and trails shall be kept free of obstructions or excess vegetation.

#### **4c3. Tables**

Excessive grass or vegetation shall be trimmed from around the table area.

There should be adequate vegetation, gravel, or other approved material around tables to prevent mud and erosion.

#### **4c4. Fire Rings and Grills**

Fire rings shall be free of litter, ashes, and unburned material before used by a new user.

Ashes, charcoal, and unburned wood shall be removed from fire rings and grills when there is less than four (4) inches of free side clearance.

There should be adequate gravel, or other approved material around fire rings to prevent mud and erosion.

Eliminate any rock fire rings or modifications that were not installed or approved by the Forest Service. Remove ashes from unauthorized fire rings and pits. Scatter the rocks and spread soil over these areas, to make them less conspicuous.

#### **4c5. Grounds**

Developed sites shall be free of litter and domestic animal waste.

Effects from recreation use that conflict with environmental laws are analyzed and mitigated as needed.

Loss of vegetation and erosion caused by recreation use is prevented and/or corrected in accordance with approved vegetation management plans.

Nails, ropes, wire, etc. will be removed from trees whenever found.

Grass and other ground vegetation shall be trimmed on a regular basis to maintain a comfortable and inviting environment.

Hazard trees will be noted for removal by properly trained personnel. Removal may be performed by the concessionaire or the Forest Service upon determination by the authorized officer.

#### **4c6. Roads and Trails**

Roads within or adjacent to developed sites are treated and maintained to control dust.

Ditches and culverts shall be cleaned and maintained to allow proper drainage.

**4c7. Barriers (parking, road, etc.)**

Excess vegetation around barriers shall be trimmed to keep the barrier visible.

**4c8. Water Hydrants**

Water hydrants meet state and federal standards.

Maintain functional gravel sumps.

Each hydrant must be posted with a sign that says "No washing dishes, bathing, washing hair or hands, or cleaning fish", or a similar message.

**4c9. Trash Receptacles**

Garbage does not exceed the capacity of the garbage containers.

Garbage locations are clean and free of objectionable odors.

All trash shall be removed from National Forest lands and disposed of in accordance with all state and local laws and regulations.

**4c10. Signs, Bulletin Boards, and Fee Stations**

Information boards look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information is provided as needed. Signs, bulletin boards, site markers, and fee stations are well maintained, neatly arranged, and meet Forest Service signage standards.

**5. Safety:**

The safety and health of all persons is of the utmost importance.

*Provide a safety and health plan to address both an annual all encompassing safety and health inspection and a continuing safety and health monitoring program, that addresses the following five areas of concern:*

**5a. Safety inspections**

An annual all encompassing safety and health inspection will be performed prior to the high use season. This inspection will document all safety and health problems discovered, note corrective

action to be taken, and document completion of corrective actions or mitigating measures. Additionally, as new situations presenting a safety or health concern arise during the operating season appropriate corrective actions or mitigating measures taken will be taken and documented in writing.

### **5b. High risk conditions**

High risk conditions may develop, such as but not limited to the following: weather, environmental, and facility conditions; domestic unrest; etc. It is the holder's responsibility to plan for and react responsibly.

### **5c. Removal of hazardous objects**

Safety hazards, such as but not limited to unsafe branches, tripping hazards, unstable walking surfaces, insect and/or rodent nests, hazard trees, etc. shall be identified and corrected.

### **5d. Identification and removal of hazardous trees**

The holder is responsible for identifying, monitoring, and removing all hazard trees throughout the year, subject to Forest Service review. In addition, hazard inspection will be conducted immediately after any major weather event (i.e., hurricanes, tornados, ice storms). After securing approval from the Forest Service, the permit holder is required to remove hazard trees and associated slash. The Annual Operating Plan will address the appropriate disposal methods. The Forest Service will advise the permit holder, as needed, in regards to hazard tree identification and removal.

Forest Service approval is required prior to cutting or pruning of any trees.

The holder would not typically be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation. However, responsibility will be determined on a case by case basis.

All stumps from hazard tree removal shall be flush cut to ground level in order to reduce tripping hazards.

If slash and bucked logs resulting from hazard tree removal are not used by campers within a reasonable length of time, the holder must dispose of it by an approved method.

### **5e. Safety training for employees**

The holder is responsible to provide on-going safety training to ensure a safe work environment and inform and educate their employees about working safely and recognizing unsafe conditions. Concessionaire employees are subject to Occupational Safety and Health Administration (OSHA) rules and regulations and are required to have appropriate certifications and safety equipment for tasks performed.

## **6. Signs and Posters**

All signs must be maintained in a good condition (neat, clean, not faded or torn). Replacement of standard Forest Service signs is the responsibility of the Forest Service. Homemade signs or posters are not allowed. Additional signs should be reviewed by the authorized officer as to location, design, size, color, and content. Commercial advertising (other than what is specified in section 7) is not allowed.

*Describe proposed signing as it relates to both Holder and Forest Service provided signs.*

**6a. Entrance sign**

A sign stating that the recreation area is under permit from the U.S. Forest Service and including the name of the permit holder must be posted on the entrance board of all sites. The sign must include contact information for both the permit holder and Forest Service.

**6b. Title VI compliance**

The holder is required to post and maintain the *And Justice for All* poster and "Welcome To Your National Forests..." poster (Unicor P23-43) as furnished by the Forest Service.

**7. Holder advertising**

The holder shall accurately represent the accommodations and services provided to the public within the permit area, in all advertisements, signs, brochures, and any other materials. The fact that the permit area is located on the Allegheny National Forest shall be made readily apparent in all advertising and signing.

All forms of advertising must contain the following words: "X Company is an equal opportunity provider."

*Describe proposed media for advertising.*

**8. Fire Prevention**

*Provide a fire prevention plan that addresses, at a minimum:*

- How the applicant will prevent wildfires and structural fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire
- Fire prevention/suppression tools and equipment that will be on-site

**9. Road and Trail Maintenance**

The holder is responsible for maintaining vehicular and pedestrian access in a safe and passable condition and to Forest Service standards. This responsibility includes, but is not limited to, mowing road shoulders and around parking barriers for visibility; filling chuck holes with asphalt materials on paved surfaces; grading and/or controlling dust on unpaved surfaces; and erosion control through grading, ditching, or use of check dams, regardless of where needed. Grading of gravel surfaced roads averages (1) time per year. Culverts and ditchlines must be kept free of debris.

*Describe a road maintenance schedule to accomplish these needs.*

#### **10. Law enforcement and security**

Forest Service, state, and local law enforcement and the holder each have enforcement roles at concession recreation sites. Appendix 8 clarifies the law enforcement authorities and responsibilities at concession operated recreation sites (FSM ID 2340-96-1).

*Describe how law enforcement, security and rules of use will be imposed at the recreation sites.*

#### **11. Communication Systems**

The holder is required to provide a means of communication (e.g., two-way radios, cellular phones, etc.) between all employees, the Forest Service, the National Recreation Reservation System, and emergency response agencies. The use of radio frequencies and equipment owned by the Forest Service will not be authorized.

*Describe how communications will be complete, timely, and accurate between all affected interests.*

#### **12. Herbicides and Pesticides**

Herbicides and pesticides may not be used without prior written approval from the Forest Service. 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. Any request for use shall cover a 12-month period of planned use, beginning 3 months after the reporting date. 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 (refer to FS-2700-4h, V.D).

*Describe intentions to use specific products.*

#### **13. Boating Safety**

All use of water craft shall comply with present and future laws, regulations, and other legal requirements.

*Describe how boating safety will be accomplished.*

#### **14. Interpretive programs**

*Prospectus for Campgrounds and Related Granger-Thye Concessions, Allegheny National Forest*

Interpretive presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest and its management. Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items.

The holder may not charge for interpretive services. The holder may subcontract the provision of interpretive services with other organizations such as museums, historic societies, The FS retains the right to present programs at any campground or other recreation site on the National Forest, subject to coordination with the holder to avoid conflict with other scheduled activities.

***Describe a proposed interpretive services plan to include frequency, content, etc., as outlined in Section IC of the Prospectus***

**15. Recycling**

Recycling of aluminum cans and plastic bottles mandatory.

***Describe a recycling program to include types of materials, receptacles, handling, removal, etc.***

**16. Additional revenue-producing sales, services, and/or fees**

***Describe and list all additional revenue-producing sales services or fees you propose to provide.***

The following is a list of approved sales:

- ❖ sale of firewood
- ❖ sale of camping supplies
- ❖ sale of fishing supplies
- ❖ sale of state fishing licenses
- ❖ sale of state hunting licenses
- ❖ sale of propane
- ❖ sale of miscellaneous food items (ice, soda, bottle water, etc.)
- ❖ sale of photographic supplies
- ❖ sale of informational and interpretive materials (i.e., books) (pending approval of ENFIA – Eastern National Interpretive Association)
- ❖ sale of miscellaneous clothing sales
- ❖ sale of miscellaneous souvenirs
- ❖ fee for full service hook-ups
- ❖ fee for electricity
- ❖ fee for RV/camping trailer storage
- ❖ fee for boat storage
- ❖ fee for showers
- ❖ fee for canoe/boat rehaul
- ❖ fee for concession provided public fax services
- ❖ fee for concession provided public phone services
- ❖ rental of personal water crafts

**Prospectus for Campgrounds and Related Granger-Thye Concessions, Allegheny National Forest**

- ❖ rental of fishing equipment
- ❖ rental of bikes
- ❖ rental of on-site, concession-owned camping trailers
- ❖ rental of canoe/boats
- ❖ providing local fishing clinics (not O/G services)
- ❖ providing SCUBA lessons
- ❖ guided interpretive tours
- ❖ vending machines

*Appendix 10: FS-2700-4h, Special Use Permit for Campground and Related Granger-Thye Concessions, and FS-2700-4h, Appendix-F, Operation Of Federally Owned Drinking Water Systems*

Authorization ID: #AUTH\_ID#  
Contact ID: #HOLDER\_ID#  
Use Code: #USE\_CODE#  
Expiration Date: #EXPIRATION\_DATE#

FS-2700-4h (03/06)  
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>
<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>		

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.

**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 a continuing 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 structures and developments, the lands and waters covered by this permit 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

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.

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.

**D. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.

**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. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and 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. For purposes of clauses III.F, III.I, and V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

1. 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 site. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. 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.

3. With respect to roads, 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 environment, natural resources, and 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; or, harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. 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. 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 substance, 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.I

Select the appropriate clause III.I 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.I, III.I.1, and III.I.2.**

**I. 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.

**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.I, III.I.1, and III.I.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.**

**I. 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.I.**



**I. 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.

**J. 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 #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.

**K. 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.

**L. 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 fair 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 fair 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. This payment is not refundable except to the extent that all or part of the initial cash payment may be offset by the cost of work performed pursuant to a Granger-Thye 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.

**3. Holder-Performed Fee Offset Work.**

**(a) Work in Lieu of Cash Payments.** Notwithstanding clause IV.C.2, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause IV.E.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 a current, Granger-Thye fee offset agreement, payment must be made pursuant to clause IV.C.2.

**(b) 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.

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

**5. Overpayment.** Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clauses IV.C.1 and 2. Credit for offset work pursuant to clause IV.C.3 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

**D. DOCUMENTATION OF REVENUE.** The holder shall provide documentation of use and revenue for purposes of permit fee verification.

**1. Use and Revenue Data.** The holder shall submit to the authorized officer on a monthly basis use and revenue data covering each week of the operating season. At a minimum, such data shall consist of the number of sites occupied, all extra vehicle charges, the total number of Golden Age and Golden Access Passports honored, the total amount of use fees collected from the public, and the total amount of other types of revenue collected from the public.

**2. Income Statements.** No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include all adjustments, such as taxes deducted, and shall be broken down by categories of sales.

**E. 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 renovation, reconditioning, improvement, and maintenance deemed to be the government's responsibility, as defined below, of government-owned improvements and their associated land.

### 1. Definitions

**(a) Maintenance.** Actions taken to keep fixed assets in acceptable condition. Maintenance includes 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. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding 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. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component 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 that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

**(d) Holder Maintenance, Reconditioning, or Renovation.** Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are 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. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.

**(e) Government Maintenance, Reconditioning, Renovation, or Improvement.** Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are 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. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above. 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.

**2. Granger-Thye Fee Offset Agreement.** Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. 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. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

**3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements Performed by the Holder.** The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and

improvement project is one costing  or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

## 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.

**(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 Resource Conservation and Recovery Act, 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.*, the Comprehensive Environmental Response, Compensation, and Liability Act (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 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. 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 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.

**G. 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.G.**

**<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.

**H. 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.

**I. 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.

## **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 251, Subpart C, 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 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.

#INSERT TERM HERE#

<<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: \_\_\_\_\_

**[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, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 (800) 975-3272 (voice) or (202) 720-6382 (TDD). 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.

<<Use this signature block for corporations.>>

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

Date: \_\_\_\_\_

CORPORATE NAME:

(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

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.]**

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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 F:**

### **OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS**

#### **I. INTRODUCTION**

The requirements set forth in this Appendix pertain to holders of Forest Service special use permits that authorize the holder to operate federally owned drinking water systems. This includes special use permits authorized under the Granger-Thye Act, 16 U.S.C. § 580d.

The requirements set forth below are derived from Chapter 7420 of the Forest Service Manual (FSM), which describes the Forest Service Drinking Water Program. The objective of the Forest Service Drinking Water Program is to protect the health of the public and Forest Service personnel by ensuring that water provided by the Forest Service for human consumption is safe and protected. Where this objective cannot be met, the Forest Service policy is to make such waters unavailable for human consumption. "Human consumption" includes the use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

When a permit holder operates federally owned water systems, both the Forest Service and the permit holder are considered suppliers of the water. Therefore, permit holders authorized to operate federally owned water systems must operate and maintain the systems to meet the objective and policy of the Forest Service Drinking Water Program. Failure to operate these drinking water systems accordingly may result in revocation of the permit.

In addition to fulfilling the requirements set forth below, permit holders operating federally owned water systems must comply with all applicable federal, State, interstate, and local requirements applicable to drinking water systems, and must follow the Operation and Maintenance Plan developed in conjunction with the Forest Service to address the specific system(s).

Nothing in this Appendix should be interpreted as diminishing any obligation imposed by federal, State, interstate, or local authority.

#### **II. APPLICABLE DEFINITIONS**

**A. Average Daily Population (ADP).** For classification purposes, the sum of the daily transient and daily resident population served or having access to the drinking water system, per month, divided by the days of the month. Where actual or sample counts are not available at recreation sites, determine ADP by multiplying Persons-At-One-Time (PAOT) by the percentage of site use where PAOT equals four people per site.

**B. Condition Survey.** An onsite review of the facilities, equipment, and operation and maintenance of the a drinking water system to evaluate the adequacy of those elements for producing and distributing safe drinking water and meeting FSM and regulatory requirements. Condition surveys are an integral part of the sanitary surveys and serve as a supplement to the last current sanitary survey.

**C. Confluent Growth.** A continuous bacterial growth covering the entire filtration area of a membrane filter, or a portion thereof, in which bacterial colonies are not discrete. This does not necessarily include coliform growth. Non-coliform growth is often called heterotrophic growth.

**D. Drinking Water System.** A system for providing water suitable for human consumption via service connections (including handpump wells).

**E. Human Consumption.** Use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

**F. Maximum Contaminant Level (MCL).** As defined by federal, State, or local law, but generally: The maximum permissible level of a contaminant in water which is delivered to any user of a public water system.

**G. Non-Public Water System.** A system not meeting the public water system definition. A non-public water system is subdivided into the following categories:

**-Non-Public, Non-Transient (NPNT).** A system serving less than 25 year-round residents or serving less than 25 of the same persons ADP more than 180 days per year (for example, some housing sites).

**Non-Public, Transient (NPT)**. A system serving less than 25 individuals ADP and not meeting the requirements of NPNT water system (for example, some smaller recreation sites).

**H. Population Served**. The holder shall use the drinking water system classification provided by the authorized officer to determine the system class and applicable FSM Chapter 7420 and state, federal, and local regulatory requirements.

**I. Public Water System**. 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 or local regulation if more stringent.

**J. Repeat Samples**. A set of samples taken when a routine sample is total coliform-positive or when a repeat sample is total coliform-positive. Repeat samples shall be collected within 24 hours of notification of a positive result.

**K. Routine Sample**. A sample that is representative of the water throughout the distribution system, taken by properly trained personnel on a routine basis when the system is operational, used to determine the microbial quality of the water.

**L. Sanitary Survey**. As defined by applicable Federal, State, or local regulations, but generally: An onsite review performed by the State or qualified Forest Service engineer of the water source, facilities, equipment, operation, and maintenance of a public water system for the purpose of evaluating the adequacy of the source, facilities, equipment, operation, and maintenance for the purpose of ensuring the distribution of safe drinking water.

**M. Service Connection**. The structure by which drinking water is conveyed from the distribution system to the user. Examples of service connections include: an individual building (residence, crew quarters, office, or mobile home -- not including utility hose bibs stubbed from building plumbing); a building exterior drinking fountain provided for public use; an individual yard or campground hydrant; a handpump on a well.

**N. Special Sample**. A sample collected to determine the success of corrective actions. Special samples may also be taken to determine whether seasonal systems are ready to be opened, or whether disinfection practices are sufficient following pipe or tank repair or replacement. Special samples must be marked as such when sent in to the laboratory for analysis.

### **III. Requirements for Operating Federally Owned Drinking Water Systems**

**A. Compliance With Applicable Standards**. All federally owned public water systems shall comply with the requirements of Appendix F of this permit (Operation of Federally Owned Drinking Water Systems), the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the National Primary Drinking Water Regulations (NPDWR), 40 CFR 141; the National Secondary Drinking Water Regulations (NSDWR), 40 CFR 143; any other applicable federal law; and applicable State, interstate, and local requirements, in addition to the standards stated in this document.

Federally owned non-public water systems shall conform to Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) which requires monthly total coliform sampling for non-public systems, among other requirements and to any federal, State, interstate, and local requirements that may apply.

**B. Classification**. All drinking water systems are classified by the Forest Service as either public water systems or non-public water systems. Public water systems shall be further classified in accordance with federal, state, or local requirements (e.g., "community" or "non-community," and so on). Non-public water systems shall be further classified as NPNT or NPT. The regulatory authorities and the Forest Service are responsible for making the final determination of how a water system is classified.

**C. Certified Water System Operators**. All personnel operating and testing water systems shall be certified as required by federal, State, and local regulations. The permit 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.

**D. Initial Survey**. Sanitary surveys shall be performed and documented for a new drinking water supply source and system before it becomes available for public use. If deficiencies are found, the Forest Supervisor shall approve a corrective action plan prepared to address the deficiencies, and the system may not be used until corrective action is completed and is demonstrated to have corrected any deficiencies.

**Subsequent Sanitary Surveys**. Sanitary surveys shall be conducted on all systems in accordance with applicable State regulations, or more frequently if there are recurring deficiencies. The Forest Service shall conduct regularly

scheduled sanitary surveys and the holder shall assist the Forest Service by providing laboratory test results, locating components at the site, operating valves and equipment. However, the permit holder is responsible for coordinating with the Forest Service to ensure that additional sanitary surveys are performed as required in the event of system violations, in accordance with the required follow-up actions set forth below.

**E. Condition Surveys.** The permit holder shall coordinate with the Forest Service to ensure performance of condition surveys. Condition surveys must be performed whenever:

1. Routine bacteriological analysis indicates, and a bacteriological repeat sample confirms, that coliform bacteria exist.
2. A seasonal system is opened for the season.
3. There is a significant event or change in conditions that may affect the supply or system (e.g., a significant earthquake).

**F. Treatment and Disinfection.** Drinking water systems having surface water sources or groundwater sources under the direct influence of surface water shall be disinfected and filtered in accordance with federal, State, and local regulations. Direct influence of surface water for individual sources shall be determined by the State and/or qualified Forest Service Engineer. The determination is typically based on State criteria which may include site-specific measurements of water quality and/or documentation of source construction, characteristics and geology.

Water systems utilizing ground water sources not under the direct influence of surface water shall be disinfected if there is a history of microbiological contamination or when a condition or sanitary survey determines that microbiological contamination could occur, or as required by other applicable law.

The permit holder is responsible for ensuring that water systems are disinfected and treated as required. The permit holder is responsible for operating and monitoring any treatment and disinfection system installed by the Forest Service, and for notifying the Forest Service in the event of any treatment system malfunction.

**G. Sampling, Monitoring, and Follow-up Actions.** As indicated above. The permit holder shall institute a drinking water monitoring program according to Appendix F (Operation of Federally Owned Drinking Water Systems) NPDWR, NSDWR, and State and local regulations to monitor the level of primary and secondary contaminants in the water system and take appropriate follow-up actions.

The permit holder shall consult with the Forest Service to develop a written sample siting plan for each public and non-public water system. The siting plan should be designed to ensure that the system is routinely sampled at varied representative locations and that contamination in any portion of the distribution system is eventually detected.

Testing laboratories must be EPA and/or State approved. Samples shall be collected and handled in compliance with laboratory requirements. The Forest Service authorized officer shall approve of the manner in which the laboratory notifies the permit holder of violations. The Forest Service requires that the laboratory notify the authorized officer of violations directly. The holder is responsible for providing the name and address of the authorized officer to ensure the laboratory sends copies of samples results that indicate violation to the Forest Service. The laboratory should be able to report results immediately if a test result is total or fecal coliform positive.

The Forest Service imposes additional sampling, monitoring, and follow-up actions, set forth below, per the requirements of FSM Chapter 7420 and Appendix F (Operation of Federally Owned Drinking Water Systems).

1. **(a) Routine Sampling for All Systems.** The permit holder shall perform microbiological testing for total coliform bacteria at a minimum of one routine sample per month for every full or partial calendar month of operation, for all systems. Each handpump should be considered a separate water system.

Microbiological sampling shall be conducted every month. Samples should be taken at approximately 30-day intervals. Samples shall be taken early in the month to allow sufficient time for follow-up samples to be taken. A higher frequency of routine sampling may be required for public water systems by NPDWR and State regulation.

The permit 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 permit holder shall notify and consult with the Forest Service within 48 hours of notification of a MCL violation or an acute violation.

(b) **Special Samples for All Systems.** At least one special sample shall be taken and shall test total coliform negative before that system may be opened. Special samples do not count in determining MCL violations or in meeting the monthly sampling requirements.

(c) **Microbiological Contaminant Monitoring for Non-Public Water Systems.** The permit holder shall monitor non-public water systems for microbial contamination in the same manner as is required in the Forest Service Manual Chapter 7420 for non-community public systems and any federal, State, and local regulations (except for reporting to the regulatory agency). In addition to federal and State requirements, the permit holder shall take the appropriate follow-up actions as described in **Exhibit 1** of this document whenever a routine sample tests total coliform positive.

**2. Disinfectant Residuals Monitoring for All Systems.** The permit holder shall perform residual disinfectant monitoring in accordance with federal, State, and local regulations for all public systems requiring disinfection, and shall monitor and take follow-up action for non-public systems requiring disinfection in the same manner (except for reporting to regulatory agencies).

**3. Turbidity Monitoring.** The permit holder shall perform turbidity monitoring and follow-up in compliance with federal, State, and local regulations for all public systems, and also for non-public systems using surface water sources ground water sources determined to be under the direct influence of surface water, and for any systems designated by the State.

**4. Additional Monitoring of Primary and Secondary Contaminants, Regulated and Unregulated Organic and Inorganic Chemicals, and Other Contaminants.** All public water systems are required to be monitored for primary and secondary contaminants in accordance with the NPDWR, NSDWR, and applicable State and local regulations. Comply with federal, State, and local monitoring schedules for all contaminants in public systems.

Additionally, the permit holder shall perform one baseline sampling, as a minimum, for the primary and secondary contaminants shown in **Exhibit 2** of this document on all non-public systems and public transient non-community systems. For new systems, conduct the sampling and analyses before opening the system. If the one-time test results exceed the MCL established for public systems, perform follow-up monitoring and take action in accordance with the regulations applicable to public water systems (except for reporting to the regulatory agency).

**5. Radioactivity.** At a minimum, perform radionuclide monitoring on public community and public non-transient, non-community water systems in accordance with the federal, State, and local standards.

**H. Record-Keeping.** The permit holder shall establish a permanent file for each drinking water system including all test results, corrective actions taken, documentation that the state and Forest service were notified within 48 hours of a known violation, and annual condition surveys. The permit holder shall maintain original documents of records as required by 40 CFR 141.33 and applicable State and local regulations. The permit holder shall maintain original documents of records pertaining to additional requirements imposed by the Forest Service for public and non-public water systems in a comparable fashion.

The permit holder shall forward copies of microbiological test results for federally owned water systems to the Forest Service by the 15<sup>th</sup> of the month following the sampling date. Copies of other required records for federally owned systems shall be forwarded annually to the Forest Service within 15 days of the end of the operating season for seasonal sites or within 15 days of the end of the calendar year for year-round operations. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

**I. Infeasibility.** Where compliance with any applicable standard is physically infeasible, such as in certain wilderness areas, cross-country trails, or roadside springs, in addition to coordinating with the Forest Service to secure any necessary variances or exemptions to ensure compliance with the law, the holder shall keep such water sources in an undeveloped condition indicating the water source is unprotected. When providing the public with information about these water sources through trail guides, brochures, maps, etc., the permit holder shall include a warning statement as to potability of undeveloped water sources. Undeveloped water sources shall not be identified on such information in a way that may mislead users into believing the water is protected and safe. The permit holder shall take any additional measures to protect the public as are required by Federal, State, or local law with regard to such water sources.

**J. Range and Wildlife Water Systems.** The requirements stated herein should not be applied to range or wildlife

water systems if their design and construction features clearly indicate that they are not for human use. However, if range or wildlife water systems are an integral part of a drinking water system, such integral parts shall meet the requirements for drinking water. The Forest Service and/or State shall make the final determination of which water systems must be treated as water systems that supply water for human consumption.

**K. Hoses and Similar Equipment.** Hoses that convey drinking water shall have a smooth interior surface made of food-grade standard materials. The permit holder shall keep pumps, hoses, fittings, valves, and similar equipment in a manner which prevents contamination, and shall keep them closed or capped when not in use.

### Exhibit 1

#### Follow-up Actions for Microbiological Sampling

**A. Public Systems.** Whenever a routine sample result is total coliform-positive, take follow-up action as required by federal, State, and local regulation, but at a minimum take a set of four repeat samples within 24 hours of notification by the lab. Take the samples at locations as directed by law, in accordance with the sample siting plan, and as follows:

1. One at the same tap where the contamination occurred.
2. One at a downstream tap.
3. One at an upstream tap.
4. One within five service connections of the original sample.

If a system has only one service connection (such as a handpump), sample according to applicable law, but at a minimum collect a single 400 milliliter sample.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

For any routine sample that is total coliform-positive, perform a minimum of five routine samples during the next month the system is open.

**B. Non-Public Systems.** Whenever a routine sample result is total coliform positive, take one repeat sample within 24 hours of notification of the result.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

**C. All Systems.** Temporary closure of a water system for the purpose of performing corrective action or seasonal closure does not relieve the responsibility for compliance with repeat sampling, additional routine sampling, reporting to EPA or the State, and public notification as set forth in the federal, State, and local regulations.

At sites with water-carried sewage systems, if follow-up action is to close the system, the toilet supply may be left open if all points of drinking, including sinks and showers, can be isolated and shut off. Otherwise, shut off the entire system.

In the case of a waterborne disease outbreak at a federally owned water system, close the system, contact the Forest Service and the State for special provisions for public notification and monitoring, and take whatever additional measures the law requires.

#### Follow-up Actions for Microbiological Sampling

Based on the results of the repeat sampling, initiate the appropriate follow-up actions within 24 hours:

SAMPLE RESULT

ROUTINE SAMPLE	REPEAT SAMPLE	MCL VIOLATION	ACUTE VIOLATION	FOLLOW-UP ACTION
TC-	None	No	No	None. Quality Satisfactory.
TC+ FC-/EC-	TC-	No	No	Public systems must have five routine samples taken the next month the system is open.
TC+ FC-/EC-	TC+ FC-/EC-	Yes	No	See Action 1 (below).
TC+ FC-/EC-	TC+ FC+/EC+	Yes	Yes	See Action 2.
TC+ FC+/EC-	TC-	No	No	Public systems must have five routine samples taken the next month the system is open.
TC+ FC+/EC+	TC+ FC-/EC-	Yes	Yes	See Action 2.
TC+ FC+/EC+	TC+ FC+/EC+	Yes	Yes	See Action 2.
Confluent Growth	See Action 3	No	No	See Action 3.

TC = Total Coliform

EC = E. Coli

FC = Fecal Coliform

**ACTION 1: MCL VIOLATION**

- = Negative test results

+ = Positive test results

**A. All Systems.** Search for the source of the contamination by having a condition survey done. Take corrective action when the source of contamination is found. Take daily special samples until two consecutive special samples are TC negative. If three samples are TC positive, close the system. Open the system only after the problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio, or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 14 days by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

**B. Public Systems.** Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

**ACTION 2: ACUTE VIOLATION**

**A. All systems.** Close the water system. At sites with water-carried sewage systems, the toilet supply may be left open if all points of drinking, including showers and sinks, can be isolated and shut off. Otherwise, shut off the entire system. Search for the source of contamination by having a condition survey done. Take corrective action when the source is found. Open the system only after the problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 72 hours by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

**B. Public Systems.** Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

**ACTION 3: CONFLUENT GROWTH.** Take another routine sample at the same location within 24 hours of being notified of the result. If the second sample has confluent growth, search for the cause and correct it. Continue sampling until a valid sample is obtained. If the valid sample is TC positive, take follow-up actions as required by law and as outlined above.

**Exhibit 2**

Primary and Secondary Contaminants

PRIMARY CONTAMINANTS

SECONDARY CONTAMINANTS

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Arsenic  
Barium  
Cadmium  
Chromium  
Fluoride  
Lead  
Mercury  
Nitrate  
Nitrite  
Selenium  
Sodium

Aluminum  
Chloride  
Color  
Copper  
Foaming Agents (Surfactants)  
Iron  
Manganese  
Odor  
pH  
Silver  
Sulfate  
Total Dissolved Solids  
Zinc

Whenever the maximum contaminant is exceeded, analyze a repeat sample for confirmation of the test results. Judge the acceptability of the water quality using the MCLs established in the NPDWR and NSDWR. These MCLs shall apply to both public and non-public systems.

For both public and non-public systems serving residential populations, correct any deficiency in water quality that would result in noncompliance with federal, State, and local regulations for public water systems. Report any system with a contaminant in excess of established MCLs to the Forest Service for review on a case-by-case basis.

For public systems, send sampling results to the State and follow the applicable public notification requirements if there is an MCL violation. For non-public water systems, follow the public notification requirements applicable to public non-community systems if contaminants exceed the MCL levels.

*Appendix 11: FS-2700-4h, Appendix B, Granger-Thye Fee Offset Agreement*

Authorization ID [redacted]  
Contact ID [redacted]  
Expiration [redacted]

**APPENDIX B**  
**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 (MRRI) 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 MRRI projects under a separate collection agreement. 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 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 MRRI 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
[itemize projects]				

Signed: \_\_\_\_\_  
Holder or Holder's Agent

\_\_\_\_\_  
Date

Signed: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

### **Burden 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 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 (800) 975-3272 (voice) or (202) 720-6382 (TDD). 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.

*Appendix 12: Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects*

**Appendix 12: Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects**

Sample Government M&R Projects

**Project**

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- Replace picnic tables with ADA compliant models
- Replace fire rings with ADA compliant models
- Purchase and spread gravel on service road at Kiasutha
- Replace gravel at boat launches at Elijah and Kiasutha
- Replace surfacing material on trail at Twin Lakes
- Replace site entrance and advance warning signs
- Replace dump station signs
- Replace ticket booth roof at Kiasutha
- Replace roof at bathhouse/shower building at Kiasutha
- Purchase and spread gravel on loop roads at Tracy Ridge
- Replace bulletin boards at all areas
- Apply dust abatement treatment to loop road at Kiasutha
- Replace gravel at campground sites
- Improve equipment at wastewater systems
- Improve equipment at water systems
- Replace fixtures at Kiasuth bathhouse
- Replace sand on beach at Twin Lakes & Kiasutha

Sample G-T Fee Offset Plan

This Annual Granger-Thye (G-T) Fee Offset Agreement is made by [HOLDER'S NAME] (the holder) and the U.S. Department of Agriculture, Forest Service, \_\_\_\_\_ National Forest (the Forest Service) under the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [DATE OF ISSUANCE] (the permit).

The total estimated annual permit fee is \$ \_\_\_\_\_. \_\_\_\_\_ percent of that fee may be offset by the cost of the Government maintenance and reconditioning projects listed below in accordance with this agreement. These projects shall be completed by the holder by the date specified. 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. Standards for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, travel, vehicles and equipment, materials and supplies, subcontracts, and overhead directly associated with a G-T fee offset project. The holder has the option to enter into a collection agreement to have the Forest Service perform the work.

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.

<b>Description of Project</b>	<b>Due Date</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
<b>Package #1:</b>			
<b>Conifer and Evergreen Swim Beach</b>			
<u>Conifer Swim Beach</u>			
Reconstruct one group area for accessible grade and furnishings. Remove asphalt and tables. Regrade. Replace with six 10-foot steel tables, one 10-foot serving table, one 1,000-square-inch pedestal grill, and one 36-inch fire circle. Using a 5 4-bag mix of cement, pour under the tables a 48-foot semicircular cement pad, 3 4 inches thick, with steel reinforcing wire. Design to be provided by Forest Service.	June 1	\$7,000	
<u>Evergreen Swim Area</u>			
Modify one restroom to accessible design similar to Red Arrow toilets. Reroof with metal panels, widen both doorways, and install metal doors, handrails, and signs. Finish and paint interior.	Sept. 15	4,000	
<b>TOTAL FOR PACKAGE #1</b>		<b>11,000</b>	
<b>Package #2:</b>			
<b>Aspen Cove Campground</b>			
Replace 20 table planks. Location designated by Forest Service. Paint with approved color and brand.	May 1	1,200	
Replace bulletin board. Design to be supplied by Forest Service.	May 1	900	
Replace 20 of existing sprinkler heads with Rainbird #44s, including sprinklers and quick-connect heads. Install	June 1	6,300	

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additional 10 quick-connect heads as designated by  
Forest Service.

**TOTAL FOR PACKAGE #2** **8,400**

**TOTAL FOR BOTH PACKAGES** **\$19,400**

Signed:

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\_\_\_\_\_  
President, *[Holder]* Date

Signed:

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\_\_\_\_\_  
District Ranger, *[Ranger District]* Date

*[Add If Forest Supervisor Permit]*

Signed:

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\_\_\_\_\_  
Forest Supervisor, *[National Forest]* Date

Sample G-T Fee Offset Certification Form
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*[Form Needs OMB Approval and Control Number]*

FOREST: \_\_\_\_\_

RANGER DISTRICT: \_\_\_\_\_

PERMIT NUMBER: \_\_\_\_\_

Project Name: \_\_\_\_\_ Year:  
\_\_\_\_\_

Provide an itemized list of expenses other than overhead directly associated with the above-mentioned Granger-Thye Fee offset project. Attach supplemental sheets as necessary. Attach documentation of those expenses. Approval of the fee offset claim for those expenses is subject to all the provisions in the Annual Granger-Thye Fee Offset Agreement executed by the U.S. Department of Agriculture, Forest Service, \_\_\_\_\_ National Forest, and [HOLDER] on [DATE].

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SALARIES & WAGES:	Subtotal: _____
TRAVEL:	Subtotal: _____
VEHICLES & EQUIPMENT:	Subtotal: _____
MATERIALS & SUPPLIES:	Subtotal: _____
SUBCONTRACTS:	Subtotal: _____
OVERHEAD:	Subtotal: _____
GRAND TOTAL	_____

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of his/her knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

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\_\_\_\_\_  
[TITLE]  
for [HOLDER NAME]

Date

*Appendix 13: Indirect Cost Reimbursement Letter*



File Code: 2720/6500

Date: July 11, 2002

Route To:

Subject: Indirect Cost Reimbursement in Granger-Thye Permits

To: Regional Foresters

**Issue.** At the request of the National Forest Recreation Association (NFRA) we have evaluated how the Forest Service reimburses the indirect costs of permit holders who perform Granger-Thye (GT) fee offset work. Holders are concerned that forests are inconsistent on whether and how indirect costs are allowed and what documentation is necessary to support a claim for indirect costs.

**Background.** Under Section 7 of the GT Act, and when authorized by a permit and GT fee offset agreement (GT agreement), the Forest Service offsets all or part of the permit fee paid by campground concessionaires with the cost of Government renovation, reconditioning, improvement, and maintenance performed at the concessionaire's expense on facilities covered by the permit. When the holder performs the work, it is authorized by an attachment to the permit called a GT fee offset agreement. Alternatively, the Forest Service may enter into a collection agreement as authorized by Section 5 of the GT Act to perform work eligible for fee offset under Section 7.

**Historical Practice.** Typically the field has offset the holder's direct costs for approved offset work, but reimbursement for the holder's indirect costs has varied. Approaches have included limiting indirect costs to a maximum of 5 percent or 10 percent of the fee to be offset, limiting the type of indirect costs to be reimbursed, or reimbursement of a flat overhead rate without documentation. Review of this issue has shown that these methods are not appropriate, because holders should be reimbursed actual costs. There is a misconception among employees and holders that the Forest Service can reimburse a flat indirect cost rate without documentation. There is often disagreement between forests and holders about what costs may be reimbursed.

**Comparison.** The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.



**Conclusion.** Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements. The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance (enclosed) is excerpted from FAR Part 31 and 48 CFR Part 9904 but has been tailored to address GT agreements. A simplified process for small concessions is included at the end of the document. Cost principles for non-profit entities and state or local governmental entities are not addressed. The guidance does not address the reimbursement of agency indirect costs. When the Forest Service performs the work, agency indirect costs will be assessed in accordance with FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g., the FY2002 rate is 18 percent).

**Implementation.**

Before the holder's indirect costs may be offset under a GT agreement, the holder must submit its indirect cost rate and supporting documentation for approval. Determination of an indirect cost rate should comply with the Cost Accounting Standards (CAS) and this guidance. When claiming cost reimbursement, the holder must certify that costs claimed comply with this guidance. Indirect costs based on approved Indirect Cost Allocation Rates (ICAR) should be reimbursed starting with 2002 permit fees. This advice for reimbursement of indirect costs is not retroactive to prior year permit fees.

For New Permits: Applicants must disclose accounting procedures and historic indirect cost allocation rates in response to a prospectus.

For Existing Permits: Holders must submit their ICAR to the authorized officer. Because the ICAR will be the same for all permits held by a specific company, it is recommended that the regional external auditor review and approve the rate. Regional auditors should coordinate the review for companies operating in more than one region.

/S/ TAMARA L. HANAN

/S/ DAVID G. HOLLAND

DAVID G. HOLLAND  
Director, Recreation, Heritage,  
and Wilderness Resources  
cc: Carolyn Holbrook

TAMARA HANAN  
Director, Financial Policy  
and Analysis

*Appendix 14: FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification*

Authorization ID [redacted]  
Contact ID [redacted]  
Expiration Date [redacted]

**APPENDIX G**  
**Granger-Thye Fee Offset Claim Certification**  
**for**  
**SPECIAL USE PERMIT**  
**AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**  
**<Reference FSH 2709.11, chapter 50>**

[redacted] **NATIONAL FOREST**  
[redacted] **RANGER DISTRICT**  
**PERMIT NUMBER** [redacted]

Project Name \_\_\_\_\_ Holder's Fiscal Year (FY) \_\_\_\_\_

Total allowable costs may be offset under a Granger-Thye (GT) fee offset agreement to the extent they do not exceed the total annual fee for this permit. Total allowable costs of a GT project included in this GT claim are the sum of the direct GT project costs and indirect costs allocable to this GT project. Costs submitted under this GT claim will be accepted to the extent they are reasonable, allocable, and determined to be allowable, in accordance with the terms of the permit, GT agreement, and agency policy.

**Direct GT Costs:** Provide claimed GT costs by cost element and attach schedules to show the cost breakdown by cost element. Provide supporting documentation for the cost claim.

**Indirect costs:** Indirect costs must be computed based on Forest Service-approved indirect cost rate and may be added to the total direct GT costs. Attach the approved indirect cost rate for FY [redacted].

Approval of the fee offset claim is subject to all provisions in the Annual Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) executed by the U.S. Department of Agriculture, Forest Service, [redacted] National Forest, and [redacted] on [redacted] [date of GT fee offset agreement].

<b>DIRECT GT COSTS</b>	
Salaries and Wages	\$ [redacted]
Materials and Supplies	\$ [redacted]
Subcontracts	\$ [redacted]
Other (specify)	\$ [redacted]
Sum of Direct GT Costs	\$ [redacted]
INDIRECT COSTS ([redacted]% x Direct GT costs)	\$ [redacted]
<b>TOTAL GT COST CLAIM FOR PROJECT</b>	<b>\$ [redacted]</b>

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed: \_\_\_\_\_  
Name of Certifying Official

Date: \_\_\_\_\_

\_\_\_\_\_  
Title of Certifying Official

**Burden 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 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, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 (800) 975-3272 (voice) or (202) 720-6382 (TDD). 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.

*Appendix 15: Sample Collection Agreement for Granger-Thye Fee Offset  
Work*

Appendix 6B

## Sample Collection Agreement for G-T Fee Offset Work

Collection Agreement

between

**[HOLDER]**

and

\_\_\_\_\_ National Forest

THIS COLLECTION AGREEMENT is made by \_\_\_\_\_ (the holder) and the U.S. Department of Agriculture, Forest Service, \_\_\_\_\_ National Forest (the Forest Service), under Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

WHEREAS, the holder operates a Forest Service campground under a special-use permit dated \_\_\_\_\_ (the permit);

WHEREAS, the holder is required to perform certain Government maintenance and reconditioning projects listed in the attached Annual Granger-Thye Fee Offset Agreement (the fee offset agreement);

WHEREAS, **[SELECT EITHER: (1) THE HOLDER HAS REQUESTED THE FOREST SERVICE TO PERFORM AND THE FOREST SERVICE IS WILLING TO PERFORM UNDER A COLLECTION AGREEMENT OR (2) THE FOREST SERVICE IS REQUIRING THAT IT PERFORM UNDER A COLLECTION AGREEMENT]** the following projects listed in the fee offset agreement: \_\_\_\_\_;

WHEREAS, those projects will be performed from funds deposited or to be deposited by the holder;

WHEREAS, the cost of those projects may be used to offset the permit fee in accordance with the fee offset agreement;

THEREFORE, in consideration of the above, the parties agree as follows:

The holder shall:

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government maintenance and reconditioning work listed in this agreement, including overhead as determined by the Forest Service up to \_\_\_ percent of project costs.

## Appendix 6B: Sample Collection Agreement

---

### The Forest Service shall:

1. Deposit payments received from the holder under this agreement into the Forest Service cooperative work fund.
2. Upon receipt of payment from the holder, perform the Government maintenance and reconditioning projects listed in this agreement.
3. Upon completion of a project listed in this agreement, reimburse the holder for any amount paid under this agreement that exceeds the cost of the project, provided that in the alternative the holder may ask the Forest Service to hold the funds and apply them to the next permit fee payment.

### It is mutually agreed that:

1. No member of or delegate to Congress or resident commissioner shall receive any benefit that may arise from this agreement; provided, that this provision shall not apply to this agreement if it is made with a corporation for its general benefit.
2. This agreement in no way restricts the Forest Service or the holder from participating in similar activities with other public or private agencies, organizations, or individuals.
3. Any holder contributions made under this agreement do not directly or indirectly convey Forest Service endorsement of the holder's products or activities.
4. Modifications to this agreement shall be made by mutual consent of the parties and shall be signed and dated by both parties. The Forest Service is not obligated to fund any modifications that are not made in accordance with this clause.
5. Either party may terminate the agreement, in whole or in part, by providing 60 days' written notice. If the agreement is terminated in part, the Forest Service shall not incur any new obligations for the terminated portion of the agreement after the effective date of termination. If the agreement is terminated in whole or in part, the Forest Service shall cancel as many of its obligations as possible. Full credit shall be allowed for all Forest Service expenses and non-cancelable obligations properly incurred up to the effective date of termination. Any funds on deposit may be held by the Forest Service beyond the termination date to meet obligations incurred prior to termination, and to pay any other obligations the holder may owe the United States.
6. Unless terminated by written notice, this agreement shall remain in effect until the end of the initial permit term is extended, this agreement may be extended for the same period as the permit term.
7. Per 16 U.S.C. 572, the United States shall not be liable to the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees for any loss, personal injury, or death occurring in connection with performance of work under this agreement, and the holder on behalf of itself and its heirs, assigns, agents, employees, contractors, and lessees hereby waives any and all claims against the United States for compensation for any loss, personal injury, or death occurring in connection with performance of work under this agreement.
8. The principal contacts for this agreement are:

IN WITNESS WHEREOF, the parties have executed this agreement as of the last date written below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Title] for [HOLDER NAME]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
National Forest

*Appendix 16: Sample Business Plan*

Appendix 16: Sample Business Plan

# The Campground Concession Business Plan

Eastern Region  
of the  
USDA Forest Service



A Proposal in Response to  
the Campground Prospectus for:

\_\_\_\_\_

on the  
\_\_\_\_\_ Ranger District  
\_\_\_\_\_ National Forest

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Company Contact \_\_\_\_\_

Phone \_\_\_\_\_

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**Part I: The Business**

**Purpose and Goals**

---

*What is your purpose in pursuing this business?*

*Define your business goals for the next year and what you foresee five years from now.*

### **Description of the Business**

---

This section should describe the nature and purpose of the company, background on your industry, and what opportunities you see for your services.

*Brief description of the business.*

*Briefly describe your knowledge of this industry.*

*List the products and services you will provide.*

## Legal Structure

---

There are several ways in which your business can be legally organized.

*How is your company legally organized?*

- Sole Proprietorship
- General Partnership
- Corporation ---  "C" Corp or  "S" Corp
- Limited Partnership
- Limited Liability Company (LLC)
- Other

*Why is this legal organization most appropriate for your business?*

*Does your operation require a state registration number? YES \_\_\_ NO \_\_\_. If "Yes", include a copy of the registration in the Supporting Documents.*

*Include any appropriate information, including shareholder or partnership agreements, in the Supporting Documents, and complete the following list of owners:*

<b>Name</b>	<b>Address</b>	<b>SSN</b>	<b>% Ownership</b>
-------------	----------------	------------	--------------------

## **Location of Your Business**

---

Describe the planned geographical location of the business and discuss the advantages and disadvantages of the site location in terms of wage rates, labor availability, closeness to customers or suppliers, access to transportation, state and local taxes, laws, and utilities. Describe your approach to overcoming any problems associated with the location.

*Planned geographical location.*

*Discuss advantages or disadvantages of the site location.*

*Describe your approach to overcoming any problems.*

## **Market And Customers**

---

The purpose of this section is to present sufficient facts to convince the evaluation team that your service has a substantial market and can achieve success in the face of competition. Discuss who the customers are for your service. Where are the major purchasers for the service?

*Describe your anticipated target market (e.g., age, income, hobbies, regional, national, international).*

*Describe the size of the current total market and potential annual growth.*

*Discuss your advertising campaign in terms of how, when, and where you will advertise, and estimated annual cost.*

## **Competitive Analysis**

---

Make a realistic assessment of the strengths and weaknesses of your competitors. Compare the competing services on the basis of image, location, price, advertising, and other pertinent features. Discuss your key competitors and explain why you think that you can capture a share of their business. Discuss what makes you think it will be easy or difficult to compete with them.

*Identify your key competitors.*

*Discuss their strengths and weaknesses.*

Compare your product or service on key areas. For each area of comparison rank yourself and your selected competitors on a scale of 1 (high) to 5 (low). Remember: no ties.

Area of Comparison	You	Competitors			
		A	B	C	D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					
Other					

Why do you think you can compete with your competitors and capture a share of the market?

## **Management**

---

The evaluation team is looking for a committed management team with the proper balance of technical, managerial, and business skills and experience which supports your proposal. Be sure to include complete resumes for each key management member in the Supporting Documents section.

(Use additional pages and attach as necessary)

*List owners and key management personnel and their primary duties. If any key individuals will not be onboard at the start of the venture, indicate when they will join the staff.*

*Discuss any experience when the above people have worked together that indicates how their skills complement each other and result in an effective management team.*

*List the advisors and consultants that you have selected for your venture. Capable, reputable, and well-known supporting organizations can not only provide significant direct and professional assistance, but also can add to the credibility of your venture.*

Accountant \_\_\_\_\_

Attorney \_\_\_\_\_

Banker \_\_\_\_\_

Insurance Broker \_\_\_\_\_

Advertising \_\_\_\_\_

Others \_\_\_\_\_

**Personnel**

---

Explain how you plan to recruit, develop, and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. (Use additional pages as necessary)

*Identify essential employees, their job titles, and required skills.*

*Identify the source and your plan to recruit essential employees.*

*Discuss any training or retraining that you plan for your employees. Also, discuss any necessary first-aid certification or recertification, etc.*

## **Part II: Financial Data**

### **Capital-Equipment List**

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, livestock, tack, gear, and computers. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost. This includes equipment purchased from existing businesses.



Beginning inventory of operating supplies	_____
Legal fees	_____
Accounting fees	_____
Other professional fees	_____
Licenses and permits	_____
Remodeling and repair work	_____
Deposits (public utilities, etc.)	_____
Advertising	_____
Insurance	_____
Bonds	_____
Advance permit fees	_____
Other expenses:	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Total Start-Up Expenses</b>	<b>\$ _____</b>

### **Sources and Uses of Financing**

---

#### **Sources of Financing**

Investment of cash by owners	\$ _____
Investment of cash by shareholders	_____

Investment of noncash assets by owners	_____
Investment of noncash assets by shareholders	_____
Bank loans to business: short term (one year or less)	_____
Bank loans to business: long term (more than one year)	_____
Bank loans secured by personal assets	_____
Small Business Administration loans	_____
Other sources of financing (specify)	_____
_____	_____

**Total Sources of Financing** \$ \_\_\_\_\_

**Uses of Financing**

Buildings	\$ _____
Equipment	_____
Initial inventory	_____
Working capital to pay operation expenses	_____
Noncash assets contributed by owners (use same amount as in Sources, above)	_____
Other assets (specify)	_____
_____	_____
_____	_____

**Total Uses of Financing** \$ \_\_\_\_\_

**Monthly Cash Flow Projection**

---

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a noncash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

**NOTE: The Cash Flow Projection chart on the following page is required to be completed and submitted in the existing format.**

**Cash Flow Projection (or Cash Flow Budget) by Month: Year One**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	TOTAL
2	Cash Receipts													
3	Sales Receivables													
4	Wholesale													
5	Retail													
6	Other Services													
7	<b>Total Cash Receipts</b>													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Insurance													
13	Legal and Accounting													
14	Delivery Expenses													
15	Fixed Cash Disbursements*													
16	Mortgages (Rent)													
17	Term Loan													
18	Line of Credit													
19	Other													
20	<b>Total Cash Disbursements</b>													
21														
22	<b>Net Cash Flow</b>													
23														
24	<b>Cumulative Cash Flow</b>													
25														
26	*Fixed Cash Disbursements													
27	Utilities													
28	Salaries													
29	Payroll Taxes and Benefits													
30	Office Supplies													
31	Maintenance and Cleaning													
32	Licenses													
33	Boxes, Paper, etc.													
34	Telephone													
35	Miscellaneous													
36	Total FCD/Year													
37	FCD/Month													
38														
39	Cash on Hand													
40	Opening Balance													

---

---

41	+ Cash Receipts													
42	- Cash Disbursements													
43	Total = New Balance													

## Start-up Balance Sheet

Balance sheets are designed to show how the assets, liabilities, and net worth of a company are distributed at a given point in time.

**NOTE: The following Start-up Balance Sheet is required to be completed and submitted in the existing format.**

### Start-up Balance Sheet

**Assets**

Current Assets		\$ _____
Fixed Assets	\$ _____	
Less Accumulated Depreciation	\$ _____	
Net Fixed Assets		\$ _____
Other Assets		\$ _____
<b>Total Assets</b>		<b>\$ _____</b>

Footnotes:

**Liabilities**

Current Liabilities		\$ _____
Long-Term Liabilities		\$ _____
<b>Total Liabilities</b>		<b>\$ _____</b>

**Net Worth or Owner's Equity**

(Total assets minus total liabilities)		\$ _____
<b>Total Liabilities and Net Worth</b>		<b>\$ _____</b>

Footnotes:

## Start-up Income Statement Projection

---

Income Statements (also called Profit and Loss Statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses (and for most bankers), income projections covering one to three years are more than adequate.

If you are in a start-up situation, look for financial-statement information and income ratios for businesses similar to yours. The Robert Morris Associates' *Annual Statement Studies* and trade association publications are two possible sources.

**NOTE: The following Income Projection is required to be completed and submitted in the existing format.**

**Income Projection by Month: Year One**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	TOTAL
1														
2														
3	Sales													
4	Wholesale													
5	Retail													
6	Total Sales:													
7														
8	Cost of Materials													
9	Variable Labor													
10	Cost of Goods Sold													
11														
12	Gross Margin													
13														
14	Operating Expenses													
15	Utilities													
16	Salaries													
17	Payroll Taxes and Benefits													
18	Advertising													
19	Office Supplies													
20	Insurance													
21	Maintenance and Cleaning													
22	Legal and Accounting													
23	Delivery Expenses													
24	Licenses													
25	Boxes, Paper, etc.													
26	Telephone													
27	Depreciation													
28	Miscellaneous													
29	Rent													
30	Total Operating Expenses:													
31														
32	Other Expenses													
33	Interest (Mortgage)													
34	Interest (Term Loan)													
35	Interest (Line of Credit)													
36	Total Other Expenses:													
37	Total Expenses:													
38														

---

---

39	Net Profit (Loss) Pre-Tax													
----	---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--

## **Part III: Historical Financial Reports for Existing Business**

Each applicant is required to submit all four items listed below.

- \_\_\_ Balance sheet (past three years)
- \_\_\_ Income statement (past three years)
- \_\_\_ Tax returns (past three years)
- \_\_\_ Current credit report from major credit bureau



## **Part IV: Supporting Documents**

Each applicant is required to submit all five items listed below.

- \_\_\_ Personal resumes of business owners, officers, and partners
- \_\_\_ Personal financial statements of business owners, officers, and partners
- \_\_\_ Bank or investor letters of intent to finance project
- \_\_\_ Copies of business leases pertinent to this business
- \_\_\_ Copies of all pertinent existing permits or licenses applicable to this business  
(Submit only the face pages of all current concession permits)

## **Part V: Appendices**

### **Legal Organization**

---

The more popular legal organizations and their reasons are outlined below. Business Start-up Kits and information on Human Services and Business Development can be obtained by calling Clarion University: 814-226-2060 and University of Pittsburgh at Bradford: 814-362-0255 or the Office of Human Services, Inc.: 814-887-5672.

### **Sole Proprietorship**

---

A sole proprietorship is a business owned by one person. This form of business is regulated by the state only in that some states require you to register your trade name to do business as a sole proprietor. You do not have to register with the state if you are operating your business under your own full legal name. (Note: You must be licensed where required, and pay all appropriate taxes.)

#### **Advantages**

- v Simple to start.
- v Easy to dissolve.
- v Owner makes all management decisions.
- v Pay only personal income tax; business entity not taxed separately.

#### **Disadvantages**

- v Unlimited liability (owner legally liable for all debts, claims and judgments).
- v Difficulty in raising additional funds.
- v No one to share the management burden.
- v Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

## General Partnership

---

A partnership is an association of two or more persons to carry on as co-owners of a business for profit. Some states require that you register your name if it is a trade name (not your full legal name). You must file state and Federal "information returns," but business income and losses flow through to the partners' personal taxes. The business pays no separate income taxes. Partners may share the profits of the business (and the losses) on an equal basis, or may pro rate the proceeds as set forth in a Partnership Agreement. Whichever way you determine to share in the business, you need to have a written Partnership Agreement outlining the ownership, responsibilities, and eventualities of dissolution or liquidation for the business.

### Advantages

- v Simple to start.
- v Fairly easy to dissolve.
- v Additional sources of capital from partners.
- v Broader management base.
- v More opportunity for each partner to specialize.
- v Tax advantages: no separate income tax.
- v Limited outside regulation, compared to a corporation.

### Disadvantages

- v Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).
  - v Difficulty if raising outside capital.
  - v Divided authority.
  - v Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).
  - v Difficult to find suitable (compatible) partners.
  - v One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.
-

## Corporation

---

There are two types of corporations generally recognized today: a regular "C" corporation, organized under the laws of the state in which you do business; and an "S" Corporation, so designated by the IRS and not necessarily recognized by your state.

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state. In Colorado, information about forming a corporation can be obtained from the Secretary of State's Office, 1560 Broadway, Denver; (303) 894-2251, or from the Business Assistance Center.

### "C" Corporation Advantages

- v Limited liability (as long as you *act* like a corporation-which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).
- v Easier to bring in additional capital.
- v Ownership is transferable.
- v Company has continuous, perpetual existence.
- v Possible tax advantages (seek adequate advice from a tax professional).
- v Gives you more sense of permanence, thus more "weight," in the business world.

### "C" Corporation Disadvantages

- v More expensive to organize.
- v Highly regulated.
- v Extensive record-keeping requirements.
- v Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).
- v Shareholders/Board of Directors may counter your management decisions.

### "S" Corporation Advantages

- v Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- v You still maintain the limited liability of a corporation.

---

**Allegheny National Forest**

---

- v If you have additional personal income against which to deduct company losses, or if your personal tax rate is lower than the corporate tax rate, this form may be advantageous for you. Again, please seek professional tax advice to make this determination.

**"S" Corporation Disadvantages**

- v There are some restrictions on "S" corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).
- v You must request permission from the IRS to be an "S" corporation, and generally, must maintain the calendar year as your fiscal year.

---

**Limited Partnership**

---

In a Limited Partnership, there are two kinds of partners: general partners, who carry full liability; and limited partners, who carry limited liability. Limited partners must make known, through filing with the Secretary of state, that they indeed are limited partners, and they may not participate in the day-to-day management of the business. Again, as in the "S" Corporation, profits from Limited Partnerships are taxed through each partner's personal tax return. Limited partnerships are popular in industries where a great deal of "up-front" money is needed for projects that are expected to produce a high return, such as in real estate, energy, movie production, and sports teams.

---

**Limited Liability Company (LLC)**

---

While wearing the corporate form, essentially, an "LLC" is similar to a Limited Partnership, except the general partner also carries limited liability. Profits are taxed through individual owners' personal tax returns. The advantage of this form over an "S" Corporation is that other corporations may be owners, and the "LLC" may also hold 100% ownership in subsidiary companies. If you are a small corporation, but have interest from institutional or corporate investors, this form of organization may hold distinct advantages for you.

Be aware, however, that the "LLC" is a relatively new business form. Legal precedents have not yet been set to outline clearly all the legal and tax ramifications of this form of organization. If interested in becoming an "LLC", you are strongly urged to seek competent, professional legal and tax advice.

---

*Appendix 17: FS-6500-24, Financial Statement*



PART A. BALANCE SHEET			
YEAR ENDED	CURRENT YEAR (MM/DD/YYYY)	PAST YEAR (MM/DD/YYYY)	THIRD YEAR (MM/DD/YYYY)
<b>ASSETS</b>			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
<b>TOTAL ASSETS</b>			

<b>LIABILITIES AND OWNER EQUITY</b>	<b>CURRENT YEAR</b>	<b>PAST YEAR</b>	<b>THIRD YEAR</b>
<b>CURRENT LIABILITIES:</b>			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
TOTAL CURRENT LIABILITIES			
<b>OTHER LIABILITIES:</b>			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
<b>TOTAL LIABILITIES</b>			
<b>OWNER EQUITY:</b>			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
<b>TOTAL LIABILITIES AND OWNER EQUITY</b>			

**PART B. SUPPLEMENTAL DATA**

THIS STATEMENT IS ON THE-CASH BASIS \_\_\_\_\_ ACCRUAL BASIS \_\_\_\_\_

INVENTORIES ARE-LIFO \_\_\_\_\_ FIFO \_\_\_\_\_ COST OR MARKET WHICHEVER IS LOWER \_\_\_\_\_

NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):

**PART C. INCOME STATEMENT** **CURRENT YEAR** **PAST YEAR** **THIRD YEAR**

	CURRENT YEAR	PAST YEAR	THIRD YEAR
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >
NET PROFIT (LOSS) FOR YEAR			

NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.

<b>PART D (1): CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS</b>		
We, the undersigned, general officers (or members) of <i>(insert name of corporation or partnership)</i> being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up to and including the date of <i>(Month day, year)</i>		
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ <i>(Month/Year)</i>		(Affix Notary Seal)
SIGNATURE	TITLE	
<b>PART D (2). CERTIFICATION FOR INDIVIDUALS</b>		
I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.		
INDIVIDUAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ <i>(Month/Year)</i>		(Affix Notary Seal)
SIGNATURE	TITLE	
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, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 (800) 975-3272 (voice) or (202) 720-6382 (TDD). 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.		
<input type="checkbox"/> U.S. GPO: 1996-720-508		

*Appendix 18: FS-6500-25, Request for Verification*

**REQUEST FOR VERIFICATION**

(Reference FSH 6509.18)

Instructions: Applicant - Complete items 1 thru 5. Forward directly to bank or lending institution.  
Lender - Please complete Items 6 thru 15. Return directly to National Forest, ATTN: National Forest, ATTN:

**PART I - REQUEST**

1. TO: Name and Address of Bank or other Lending institutions  
2. FROM: (Name and Address of Applicant)

**3. STATEMENT OF APPLICANT**

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

I have applied for a timber sale contract or concessionaire permit (please cross one out) with the National Forest and state that my balance with the bank or lending institution named in Item 1 are as shown in Item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

4. Signature of Applicant  
5. Date / /

**PART II - VERIFICATION**

6. Does applicant have any outstanding loans? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, fill Item 7.			10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, fill in Item 11.		
TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:		
Secured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks.		
Unsecured					
8. Is applicant's statement in Item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, fill Item 9.					
9. CURRENT BALANCES					
CHECKING			SAVINGS		

13. REMARKS:

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THOROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official.  
15. 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 5 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, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 (800) 975-3272 (voice) or (202) 720-6382 (TDD). 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.

**Appendix 19: National Quality Standards for Recreation Site Management**

\*Critical standards and tasks. If the standard cannot be met, another management action must be taken. See national MM workbook for management decision model.

<b>STANDARDS &amp; TASKS</b>
<b>HEALTH AND CLEANLINESS</b>
<p>1. *To keep humans free from unhealthy exposures to human waste, the waste is removed immediately upon discovery or notification.</p> <ul style="list-style-type: none"> <li>• Clean toilets, showers, swimming area</li> <li>• Pump toilets</li> <li>• Inspect pumping</li> <li>• Odor control</li> <li>• Stir compost</li> </ul>
<p>2. *Water and sewage treatment systems meet state and Federal standards</p> <ul style="list-style-type: none"> <li>• Test water</li> <li>• Start-up/shut-down water system</li> <li>• Start-up/shut-down sewage system</li> </ul>
<p>3. Garbage does not exceed the capacity of the garbage containers</p> <ul style="list-style-type: none"> <li>• Collect garbage, trash &amp; refuse</li> </ul>
<p>4. Developed sites are free of litter and domestic animal waste</p> <ul style="list-style-type: none"> <li>• Clean-up and disposal</li> <li>• Patrol</li> <li>• Post signs</li> </ul>
<p>5. Graffiti is removed within 48 hours of discovery or notification</p> <ul style="list-style-type: none"> <li>• Remove graffiti</li> <li>• Law enforcement</li> </ul>
<p>6. Toilets and garbage locations are clean and free of objectionable odor</p>
<p>7. If the “Pack In – Pact Out” program is used, the message is prominently displayed and any accumulations of trash are removed within 24 hours of discovery or notification.</p>
<p>8. All other facilities and grounds are clean and well maintained</p> <ul style="list-style-type: none"> <li>• Clean unit (camp unit, boat launch, water hydrant, tables, grates, grills, unapproved user constructed improvements removed, etc.)</li> </ul>
<b>SETTING</b>
<p>1. *Effects from recreation use that conflict with environmental laws (ESA, NHPA, Clean Water, TES, etc.) are analyzed and mitigated as needed.</p> <ul style="list-style-type: none"> <li>• Mitigate major wildlife impacts (eg. black bears, porcupine, etc.)</li> <li>• Monitor</li> </ul>
<p>2. Offered recreation opportunities, site development, and management are consistent with ROS objectives and forest-land management plan development scale.</p>
<p>3. Scenery at the developed site is consistent with the scenery management</p>

objectives.
4. A vegetation management plan is completed and implementation is on schedule. This includes correcting or preventing loss of vegetation and erosion caused by recreation use.
5. Numbers of people and vehicles are kept at or below site capacity.
<b>SAFETY &amp; SECURITY</b>
1. *A site safety inspection is completed annually. Documented high-risk conditions are corrected prior to use. <ul style="list-style-type: none"><li>• Inspection (hazard trees, bridges, special equipment, electrical monitor traffic, etc.)</li><li>• Correct (install signs, remove trees, control traffic, remove brush, mow, etc.)</li></ul>
2. *High-risk site conditions, which develop during the use season are mitigated, or the site is closed. <ul style="list-style-type: none"><li>• Identify</li><li>• Correct (install signs, remove trees, control traffic, remove brush, mow, etc.)</li></ul>
3. *Employees, volunteers, and partners have dependable communications.

**Appendix 20: Water Testing Locations and Requirements**

The permit holder will be responsible for the costs associated with the regular collection and sampling of the drinking water systems, wastewater treatment plants, and swim water. Samples are collected by the permit holder and the permit holder is responsible for delivering the samples to the appropriate testing laboratory.

Drinking water systems are to be sampled once per month during the season at all of the recreation sites except Elijah Run Boat Launch which has no drinking water system. In addition to the regular monthly sample, an annual nitrate/nitrite sample is also required.

Wastewater treatment plants are sampled every other week during the season at all of the recreation sites except at Tracy Ridge Recreation Area and Elijah Run Boat Launch which have no wastewater systems.

Swim water testing shall occur once per week during the season at Kiasutha and Twin Lakes Recreation Areas.

Laboratory testing providers include:

Analytical Services, Inc.  
PO Box 237  
Brockway, PA 15824-0237 (814) 265-8749

Microbac Laboratories Inc.  
Bradford Division  
W. Corydon St. & Clark Lane  
Bradford, PA 16701 (800) 836-3881

**Appendix 21: Recreation Facility Analysis (RFA) Recommendations**

**ALLEGHENY NATIONAL FOREST  
BRADFORD RANGER DISTRICT**

**DISTRICT RANGER WHITE PAPER ON  
RECREATION FACILITIES ANALYSIS ACTION RECOMMENDATIONS**

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The purpose of this white paper is to express our thoughts on the Action Recommendations made for recreation facilities on the Bradford Ranger District for the Recreation Facilities Analysis. As the Rangers went through this process it became apparent that the Ranking and Action steps were so process and template oriented that the thought-processes and intents of the Rangers were not at all apparent. It is our hope that this document provides clarification on how the Action Recommendations were made and what our thoughts and intents are for the future of these facilities on the District.

With limited finances for Operations & Maintenance (O&M) and Deferred Maintenance (DM) for existing facilities, priorities have to be clearly identified and difficult choices have to be made. For the Bradford Ranger District, our focus was to (in no particular order): (1) Reduce sites in close vicinity that provide similar services; (2) Make reductions where they would have a real effect on reducing our overall O&M and DM costs; (3) Retain as many facilities as possible around the Allegheny Reservoir; (4) Reduce services or eliminate sites with severely low occupancy levels; and (5) Reduce the number of water and wastewater facilities to a level that could be properly operated and maintained with the current staffing and funding available. We believe that these focus points are in line with the direction that Forest Service leadership has provided and with proper recreation facilities management practices. Most importantly, we believe the focus on facilities around the Reservoir are closely in line with the preferences of the local communities associated with the ANF, as well as people that visit the ANF from outside the local communities.

As you will see in the chart below, difficult recommendations had to be made on how and where to reduce and eliminate services or facilities to ensure that our financial checkbook for recreation facilities is in balance. I understand these choices will often cause internal and external conflicts, but it is our jobs as leaders and managers to make choices that are in the best interest of the federal government and the American taxpayer. Furthermore, we believe these choices will allow us to focus more dollars on priority sites and help ensure we have better maintained facilities and the opportunity to improve services in the future that will meet the wants and needs of our visitors. We would rather move in this direction, than continue to stretch our resources thin to the point where we have poorly maintained facilities, an inability to properly manage our water and wastewater systems, and a lack of updated services at our sites.

## District Recreation Facilities Action Recommendations

Rec Facility	Recommendation	Final Recommendation	Primary Rationale	Ranger Thoughts
Kelly Pines Campground	No Change	NC - No Change	Minimal O&M costs and no DM costs	
Little Drummer Trailhead	Increase services if possible	NC - No Change.	Minimal O&M costs and no DM costs	Increase services if possible
Birdsall Eddy Girlscout Camp	Change Operator and operate with through a partnership agreement	H - Change Operator and operate through a partnership agreement	High O&M costs and DM costs	
Buckaloons Rec Area	Remove or Eliminate a Cost Source & Change to a Concession Operation	No Change.	High O&M costs and DM costs	
Dewdrop Rec Area	Partial Decommission & Remove or Eliminate Cost Sources	A2 - Partial Decommission & D - Remove or Eliminate Cost Sources	High O&M costs and DM costs	It was decided to remove all buildings and recreation features because of their poor condition and the money it would take to reconstruct them, along with low occupancy levels. However, we will leave the roads, utility lines, water, and waster water structures and attempt to have partners reconstruct and operate the site. Site could be converted to a primitive camping site in the future.
Dunkle Corners	Decommission	NC - No Change	Low O&M and DM costs	Based on public comment and the ability to operate and maintain site.
Elijah Run Boat Launch	No Change	NC - No Change	Low O&M costs and High DM costs	Important to maintain boat access to the Reservoir despite the costs. Determination was to reduce costs at other sites.
Handsome Lake Boat Access Campground	Change of Operator (other)	NC - No Change	Low O&M and DM costs	Reservoir site.
Hearts Content Day Use Area	Change of Operator (increase use of volunteers)	NC - No Change	Low O&M and DM costs	Increase use of volunteers if possible.
Hearts Content Rec Area	Change of Operator (other)	NC - No Change	Low O&M costs and Medium DM costs	
Hickory Creek	No Change	NC - No Change	Low O&M and DM	

Wilderness Trailhead			costs	
Hooks Brook Boat Access Campground	Change of Operator (other)	NC - No Change	Low O&M costs and Medium DM costs	Reservoir site.
Hopewell Boat Access Campground	Change of Operator (other)	NC - No Change	Low O&M costs and Medium DM costs	Reservoir site.
Jakes Rock Overlook	Replacement/Repair of features (remove flush toilets and water system – replace with vault toilets; Change of Operator (other & volunteers); Remove or Eliminate Cost Sources	L1 - Replacement/Repair of features (remove flush toilets and water system – replace with vault toilets	Medium O&M costs and High DM costs	It is important to retain this site associated with the Reservoir; however, the high costs associated with the water and wastewater systems was not enough to justify keeping the systems. It is a reduced service but will improve our ability to manage this site. We will look for partners to operate and maintain this site in the future to possibly improve the services.
Kiasutha Rec Area	Close the site pending completion of site improvements and until the FS no longer maintains and operates water and sewage systems. The site is not financially sustainable if the FS continues to operate and maintain sewage and water systems	A - Close the site pending completion of site improvements and until the FS no longer maintains and operates water and sewage systems. The site is not financially sustainable if the FS continues to operate and maintain sewage and water systems	Medium O&M costs and High DM costs	It is important to retain this site associated with the Reservoir; however, the high costs associated with the campground was not enough to justify its continued operation. We will look for partners to redesign/construct/operate/maintain the site in the future. Site could be converted to a primitive site.
Kinzua Beach	Partial Decommission (remove wastewater system and consider connecting to Wolf Run system, remove main buildings (shower/dressing/concession); Change in Site Type (transition into new facility by year 5); Change of Operator (design/construct/operate/maintain by partner/permittee)	A2 - Partial Decommission (remove wastewater system and consider connecting to Wolf Run system, remove main buildings (shower/dressing/concession); Change in Site Type (transition into new facility by year 5); H6 - Change of Operator (design/construct/operate/maintain by partner/permittee)	Low O&M costs and High DM costs	<b>Identified as Signature Site.</b> It is important to retain this site associated with the Reservoir; however, the wastewater system is no longer functional and beyond repair financially. We will work with partners to fully reinvigorate the site in the future.
Kinzua Point Information Center	Partial Decommission; Change of Operator (design/construct/operate/maintain by partner/permittee);	A2 - Partial Decommission; H6 - Change of Operator (design/construct/operate/maintain by partner/permittee); F6 -	Low O&M costs and High DM costs	<b>Identified as Signature Site.</b> It is important to retain this site associated with the Reservoir; however, its current condition

	Replacement/Repair (new facility by year 5)	Replacement/Repair (new facility by year 5)		does not justify the expenses need to remodel the current facility. This site is our second priority for the District and we will work with partners to fully reinvigorate the site in the future.
Kinzua Wolf Run Marina	No Change	NC3 - No Change	Low O&M and DM costs	<b>Identified as Signature Site.</b>
Longhouse Dispersed Site	Partial Decommission	A2 - Partial Decommission	Low O&M and DM costs	Site already planned for closure
Longhouse Trailhead	Change of Operator (volunteer group work)	NC1 - No Change	Low O&M and DM costs	Increase use of volunteers if possible.
Minister Creek Campground & Trailhead	No Change	NC1 - No Change	Low O&M and DM costs	
Morrison Boat Access Campground	Change of Operator (permittee picks up ½ pumping costs)	E7 - Reduce Cost Source. Have permittee pick up ½ pumping costs	Low O&M costs and Medium DM costs	Reservoir site.
Morrison Trailhead	Change of Operator (more use of volunteers)	NC1 - No Change	Low O&M and DM costs	Increase use of volunteers if possible.
Old Powerhouse	Change of Operator (partner with Oil Heritage Region to eliminate all O&M/DM)	Change of Operator (partner with Oil Heritage Region to eliminate all O&M/DM)	Low O&M costs and Medium DM costs	
Pine Grove Boat Access Campground	Change of Operator (permittee picks up ½ pumping costs)	Reduce Cost Source. Have permittee pick up ½ pumping costs	Low O&M costs and Medium DM costs	Reservoir site.
Red Bridge Rec Area	Change of Operator	No Change	Low O&M and DM costs	Reservoir site.
Rimrock Overlook	Change of Operator (more use of volunteers)	No Change. Increase use of volunteers if possible	Low O&M costs and Medium DM costs	Reservoir site.
Rocky Gap Trailhead	No Change.	No Change	Low O&M costs and Medium DM costs	
Roper Hollow Boat Launch	Decommission	No Change	Low O&M costs and Medium DM costs	Needed because it is the only boat launch that provides docking access during the fall and winter hunting seasons. Based on public comments.
Sugar Bay Dispersed Area	Decommission	No Change		This site is an active fishing site, picnic area, wildlife observation area, and small boat launch. It has no deferred maintenance costs and minimal operations and

				maintenance costs.
Tidioute Overlook	Decommission	Decommission	High O&M and low DM costs	Pursue partnership.
Timberdoodle Flats Trailhead	Decommission	Remove or eliminate costs sources (remove interpretative stations and replace with numbered posts that correspond with an information brochure)	High O&M and low DM costs	Have map/brochure available to download on the Allegheny website. Based on public comment.
Tracy Ridge Rec Area	Decommission (close the gate at 321, reclaim gravel, eliminate 5 toilets, 120 campsites, 5 wells, and signage)	Decommission (close the gate at 321, reclaim gravel, eliminate 5 toilets, 120 campsites, 5 wells, and signage). Convert to primitive camping site	Low O&M costs and High DM costs	This is a site associated with the Reservoir, but there is a similar /more utilized site at Willow Bay in the vicinity.
Tracy/Johnnycake Trailhead	No Change	No Change	Low O&M costs and no DM	
Webs Ferry Boat Launch	No Change	No Change	Low O&M costs and High DM costs	This is a site associated with the Reservoir.
Westline Trailhead	Change of Operator (more use of volunteers)	No Change. Increase use of volunteers if possible	Low O&M and DM costs	
Willow Bay Rec Area	Change of Operator (permittee picks up 1/3 of sewer costs)	Reduce Cost Source. Have permittee pick up 1/3 of sewer costs	Low O&M and High DM costs	This is a site associated with the Reservoir. Thus, the higher DM costs were acceptable to ensure there is a campground on the east side of the Reservoir that we can focus on.
Willow Creek ATV Trailhead	Increase Capacity	Increase capacity if decision is to expand Willow Creek ATV trail	Low O&M and DM costs	

## Final Comments

The Bradford Ranger District offers many great recreational opportunities. To continue these opportunities, there is a need to set priorities for our recreation program, focus our finite resources on those priorities, and become known locally and regionally as the place to go for those priority items. For the Bradford Ranger District, we have no doubt that our priority should be highly developed recreation facilities on the Allegheny Reservoir and developed and dispersed recreation facilities along the Allegheny River, Kinzua Creek, Tionesta Creek, and other popular streams as emphasized in the ANF Recreation Niche Theme “Connecting People to the Land and Water.” This will be our focus, and it is our hope that this will continue in the future.

Beyond our existing sites on the Reservoir, we are open to and will pursue the possibility of additional developments along the Reservoir such as lodges, cabins, restaurants, boat launches, beaches, communications technologies, interpretive sites, observation sites, and other attractions that will highlight and hopefully bring more visitors to the District. These facilities will have to be designed, constructed, operated, and maintained in accordance with the ANF Forest Plan and through the help of partnerships or permittees such as private businesses. At the same time, we believe it is also important to properly balance the increase in developments along the Reservoir with the primitive, undeveloped nature of its shoreline and surrounding areas with proper landscape architecture designs and layouts.

*/s/ Anthony V. Scardina*  
ANTHONY V. SCARDINA  
District Ranger

October 7, 2008

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DATE

*/s/ Robert A. Stovall*  
ROBERT A. STOVALL  
Deputy District Ranger

October 7, 2008

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DATE

**Appendix 22: Site Description and Income/Expense Data**

**Summary of Recreation Facilities, Services & Infrastructure**

<b>PROSPECTUS 2008</b>	<b>UNIT</b>	<b>DEWDROP</b>	<b>KIASUTHA</b>
Campsites, All	# of sites	75	97
Campsites, Electric	# of sites	5	6
Campsites, Electric, Water, Sewer	# of sites	5	4
Campsites, Reservable	# of sites	54	84
Campsites, Standard	# of sites	60	88
Campsites, Waterfront	# of sites	14	0
Campsites, Group	# of sites	0	0
Campsites, Double	# of sites	0	0
Campsites, Host, Electric	# of sites	5	5
Grills	# of units	0	47
Fire Rings	# of units	75	97
Picnic Tables, Standard	# of units	69	138
Picnic Table, Accessible	# of units	6	0
Benches	# of units	0	12
Picnic Pavilions	# of units	0	0
Garbage Cans	# of units	6	24
Dumpsters	# of units	0	0
Paved Basketball Court	# of units	0	0
Water Hydrants, Fountains	# of units	9	21
Water, Hand Pumps	# of units	0	0
Water, Pumps (Pressurized Well)	# of units		2 – 26,000 gal ea
Water, Pumps (Pressurized Spring)	# of units	1 – 26,000 gal	0
Flush Toilets, Buildings	# of bldgs	3	7
Flush Toilets, Seats	# of units	20	44
Flush Toilets, Sinks	# of units	14	34
Flush Toilets, Urinals	# of units	6	18
Flush Toilets, Showers	# of units	6	6
Flush Toilets, Changing Rooms	Y or N	N	Y
Vault Toilets, Buildings	# of bldgs	0	1 (1,000 gallon capacity) located in ticket booth
Vault Toilets, Seats	# of units	0	0
Vault Toilets, Sinks	# of units	0	0
Vault Toilets, Urinals	# of units	0	0
Vault Toilets, Electric	# of units	0	0
Vault Toilets, Showers	# of units	0	0
Vault Toilets, Changing Rooms	Y or N	N	N

		DEWDROP	KIASUTHA
Signs, Site	# of units	2	2
Signs, Visitor Information	# of units	2	1
Signs, Other Major Signs	# of units	4	0
Amphitheater	Seating #	0	36
Playground Facilities	# of units	0	1
Dump Station	# of units	1 (connects to sewage plant)	2 (connects to sewage plant)
Entrance Station/Booth	# of units	0	1
Other Buildings	# of units	2	4
Beach Area	Linear feet	0	200' x 200' concrete base
Boat Launch Lanes	# of lanes	1	2
Boat Docks	Linear feet	0	130 feet
Security Lights	# of units	3	3
Gates	# of units	2	5
Parking Lots, Paved	# of spaces	50+	200+
Parking Lots, Gravel	# of spaces	8	0
Roads, Paved	# of miles	2.7	3.5
Roads, Gravel	# of miles	0	0
Trails, Paved	# of miles	0	0
Trails, Gravel	# of miles	2.1	0
Grass mowing, area	# of acres	3	10
Grass mowing, frequency	# times/season	15	15
Vault toilet pumping	# times/season	0	0
Electric Service		PENELEC, which includes electric service to buildings, campsites, security lights, sewage treatment plant and water pumps	PENELEC, which includes electric service to buildings, campsites, security lights, sewage treatment plant and water pumps
Telephone Service		None. Cell phone service - none	VERIZON. Cell phone service is poor.
Sewage Service		On-Site Treatment Plant	On-Site Treatment Plant
Water Service		On-Site	On-Site
Garbage Service		Needed	Needed
Propane/Fuel Oil Service		(1) tank – 1000 gal	(2) 1000 gal tanks

**Summary of Recreation Facilities, Services & Infrastructure**

<b>PROSPECTUS 2008</b>	<b>UNIT</b>	<b>TRACY RIDGE</b>	<b>TWIN LAKES</b>	<b>ELIJAH RUN</b>
Campsites, All	# of sites	119	48	0
Campsites, Electric	# of sites	0	21	0
Campsites, Electric, Water, Sewer	# of sites	0	4 – Host Sites	0
Campsites, Reservable	# of sites	44	20	0
Campsites, Standard	# of sites	119	27	0
Campsites, Waterfront	# of sites	0	0	0
Campsites, Group	# of sites	3	2	0
Campsites, Double	# of sites	0	2	0
Campsites, Shelter	# of sites	0	0	0
Grills	# of units	0	38	0
Fire Rings	# of units	112	55	0
Picnic Tables, Standard	# of units	119	110	3
Picnic Table, Accessible	# of units	0	10	0
Picnic Pavilions	# of units	0	3	0
Benches	# of units	3	3	2
Garbage Cans	# of units	0	25	3
Dumpsters	# of units	0	0	0
Water Hydrants, Fountains	# of units	0	9	0
Water, Hand Pumps	# of units	5	1 – lower Loop	0
Water, Pumps (Pressurized Well)	# of units	0	1	0
Water, Pumps (Pressurized Spring)	# of units	0	1 – 26,000 gal. Concrete tank	0
Flush Toilets, Buildings	# of bldgs	0	2	0
Flush Toilets, Seats	# of units	0	16	0
Flush Toilets, Sinks	# of units	0	16	0

*Prospectus for Campgrounds and Related Granger-Thye Concessions, Allegheny National Forest*

		TRACY RIDGE	TWIN LAKES	ELIJAH RUN
Flush Toilets, Urinals	# of units	0	6	0
Flush Toilets, Showers	# of units	0	14	0
Flush Toilets, Changing Rooms	Y or N	0	Y	0
Fixtures		0	74	0
Vault Toilets, Buildings	# of bldgs	5 - each vault – 500 gallon capacity	3 - each vault – 500 gallon capacity	1 - each vault – 500 gallon capacity
Vault Toilets, Seats (SSTs/Clevis Mulch)	# of units	16 (4 SST vaults, 12 standard vaults)	8 (2 SST vaults, 6 clevis mulching)	3 (3 SST vaults)
Vault Toilets, Sinks	# of units	0	4	0
Vault Toilets, Urinals	# of units	0	2	0
Vault Toilets, Electric	# of units	0	1 bldg	0
Vault Toilets, Showers	# of units	0	4	0
Vault Toilets, Changing Rooms	Y or N	N	N	N
Kiosk, Information	# of units	1	1	2
Signs, Site	# of units	2	2	1
Signs, Fee Station	# of units	1	4	1
Signs, Bulletin Boards	# of units	3	5	7
Signs, Other Major Signs	# of units	2	0	0
Amphitheater	Seating #	0	0	0
Playground Facilities	# of units	0	3	0
Dump Station	# of units	2 – 1000 gal.ea.	1	0
Entrance Station/Booth	# of units	0	1	0
Other Buildings	# of units	0	0	0
Beach Area	Linear feet	0	560 feet	0
Boat Launch Lanes	# of lanes	0	N/A	4
Boat Docks	Linear feet	0	0	Concrete/steel/wood 15'/30'/100'
Fishing Pier	Linear feet	0	2 – Lake	1 – attached to shore w/60'bridge

Prospectus for Campgrounds and Related Granger-Thye Concessions, Allegheny National Forest

		TRACY RIDGE	TWIN LAKES	ELIJAH RUN
Security Lights	# of units	0	5	1 – propane @SST
Gates	# of units	4	7	0
Parking Lots, Paved	# of spaces	0	67	135
Parking Lots, Gravel	# of spaces	30	99	0
Roads, Paved	# of miles	0	2.1	1.3
Roads, Gravel	# of miles	3	0.8	0
Trails, Paved	# of miles	0	1,491'	1,200'
Trails, Gravel	# of miles	0	3,645 – Lake Trail 3,400 – connect upper/lower group sites	0
Grass mowing, area	# of acres	2	6	2
Grass mowing, frequency	# of times per season	10	15	15
Vault toilet pumping	# of times per season	2	1	2
Electric Service		None	ALLEGHENY POWER	None
Telephone Service		None (No cell phone service)	VERIZON (No cell phone service)	None (No cell phone service)
Water Service		Well – hand pump	On-site	None
Sewage Service		Vault Toilets- need pumped	On-Site Treatment Plant	Vault Toilets
Garbage Service		Needed	Needed	Needed
Propane/Fuel Oil Service			(2) tanks – fuel oil	1 tank - propane

**Summary of Recreation Facilities, Services & Infrastructure**

<b>PROSPECTUS 2008</b>	<b>UNIT</b>	<b>REDBRIDGE</b>	<b>WILLOWBAY</b>
Campsites, All	# of sites	65	102
Campsites, Electric	# of sites	13	32
Campsites, Electric, Water, Sewer	# of sites	10	5
Campsites, Reservable	# of sites	50	45
Campsites, Standard	# of sites	31	38
Campsites, Waterfront	# of sites	8	19
Campsites, Group	# of sites	0	0
Campsites, Double	# of sites	0	0
Campsites, Shelter	# of sites	0	0
Campsites, Host, full hookups – elect.,water, sewer	# of sites	2	5
<b>Grills</b>			
Grills	# of units	0	20
Fire Rings	# of units	67 – 13 accessible	102
Picnic Tables, Standard	# of units	0	134
Picnic Table, Accessible	# of units	67	20
Benches	# of units	2	0
Picnic Pavilions	# of units	0	1
Garbage Cans	# of units	6	4
Dumpsters	# of units	0	0
<b>Water Hydrants, Fountains</b>			
Water Hydrants, Fountains	# of units	11	12
<b>Water, Hand Pumps</b>			
Water, Hand Pumps	# of units	0	0
<b>Water, Pumps (Pressurized Well)</b>			
Water, Pumps (Pressurized Well)	# of units	1 – 26,000 gal	1 – 26,000 gal
<b>Flush Toilets, Buildings</b>			
Flush Toilets, Buildings	# of bldgs	2	2
<b>Fixtures</b>			
Fixtures		44	51
Flush Toilets, Seats	# of units	14	14
Flush Toilets, Sinks	# of units	8	8
Flush Toilets, Urinals	# of units	2	4
Flush Toilets, Showers	# of units	12	12
Flush Toilets, Changing Rooms	Y or N	Y	Y
<b>Vault Toilets, Buildings (SSTs)</b>			
Vault Toilets, Buildings (SSTs)	# of bldgs	4 (each vault – 500 gallon capacity)	4 (each vault - 500 gallon capacity)
Vault Toilets, Seats (SSTs)	# of units	8	7
Vault Toilets, Sinks (SSTs)	# of units	0	0
Vault Toilets, Urinals (SSTs)	# of units	0	0
Vault Toilets, Electric (SSTs)	# of units	0	0
Vault Toilets, Showers (SSTs)	# of units	0	0
Vault Toilets, Changing Rooms	Y or N	N	N

		RED BRIDGE	WILLOW BAY
Signs, Fee Station	# of units	1	1
Signs, Kiosk	# of units	2	1
Signs, Other Major Signs	# of units	0	7
Signs, Site	# of units	2	2
Amphitheater	Seating #	0	0
Playground Facilities	# of units	0	0
Dump Station	# of units	1	1
Entrance Station/Booth	# of units	0	1
Other Buildings	# of units	2	4
Beach Area	Linear feet	0	0
Boat Launch Lanes	# of lanes	0	4 – 218'
Boat Docks	Linear feet	0	20/130, concrete/steel
Security Lights	# of units	1(sodium)	2 (sodium)
Gates	# of units	2	6
Parking Lots, Paved	# of spaces	10	375
Parking Lots, Gravel	# of spaces	0	30
Roads, Paved	# of miles	1.4	3.3
Roads, Gravel	# of miles	0	0
Trails, Paved	# of miles	0	0
Trails, Gravel	# of miles	0	0
Grass mowing, area	# of acres	3	11
Grass mowing, frequency	# times/season	15	15
Vault toilet pumping	# times/season	2	2
Electric Service		PENELEC, which includes electric service to buildings, campsites, security lights, sewage treatment plant and water pumps	PENELEC, which includes electric service to buildings, campsites, security lights, sewage treatment plant and water pumps
Telephone Service		None ( No Cell phone service)	VERIZON (Cell phone service at Boat Launch)
Sewage Service		On-Site Treatment Plant	On-Site Treatment Plant
Water Service		On-site service	On-site service
Garbage Service		Needed	Needed
Propane Service		(2) 500 gal tanks	(2) 500 gal tanks

*Summary of Recreation Sites*

<b>PROSPECTUS 2008</b>	<b>UNIT</b>	<b>WILLOW BAY</b>	<b>TRACY RIDGE</b>
Operating Seasons (2007-08)	Camping Boat Launch/Picnic Area	All Year May 15 – September 15	April 1 – December 14
Historical Season	Camping Boat Launch/Picnic Area	May 15 – September 15 April 15 – December 20	May 15 – September 15
2008 Fees Per Unit	Camping <ul style="list-style-type: none"> <li>• Standard site</li> <li>• Premium site (electric/water front)</li> <li>• Double site standard</li> <li>• Double site premium (electric)</li> <li>• Group site</li> </ul> Parking/Launching Pavilion	\$18.00 \$23.00    \$5.00/vehicle, \$45.00/vehicle annual \$40.00	\$10.00    \$75.00
Occupancy (last 3 years) 2005 2006 2007	Camping	2005 - 33% 2006 - 39% 2007 - 37%	2005 - 15% 2006 - 10% 2007 - 11%
Revenue (last 3 years) 2005 2006 2007	Camping	\$121,270 \$100,126 \$130,667	\$7,860 \$10,445 \$9,838
Reservation System	Camping <ul style="list-style-type: none"> <li>• Standard site</li> <li>• Premium site</li> <li>• Double site</li> <li>• Group site</li> </ul> Pavilion	Yes Yes  Yes	Yes   Yes
Accessible Facilities		Yes	Yes

*Summary of Recreation Sites*

<b>PROSPECTUS 2008</b>	<b>UNIT</b>	<b>DEWDROP</b>	<b>KIASUTHA</b>
Operating Seasons (2007-2008)	Camping Beach/Picnic Area	May 23 – September 02	May 23 – September 02 May 23 – September 02
	Boat Launch/Picnic Area		May 23 – September 02
Historical Season	Camping Beach/Picnic Area	May 15 – September 15	May 15 – September 15 May 15 – September 15
	Boat Launch		May 15 – September 15
2008 Fees Per Unit	Camping <ul style="list-style-type: none"> <li>• Standard site</li> <li>• Premium site (electric/water front)</li> <li>• Group site</li> </ul> Parking/Launching  Swim/Picnic	\$17.00 \$19.00  \$5.00/vehicle daily, \$45.00/vehicle annual	\$19.00 \$25.00  \$5.00/vehicle daily, \$45.00/vehicle annual \$5.00/vehicle daily, \$45.00/vehicle annual
Occupancy (last 3 years)	Camping		
2005		2005 - 50%	2005 - 50%
2006		2006 - 44%	2006 - 47%
2007		2007 - 43%	2007 - 46%
Revenue (last 3 years)	Camping		
2005		\$65,969	\$95,575
2006		\$20,772	\$49,865
2007		\$65,135	\$54,731
Reservation System	Camping <ul style="list-style-type: none"> <li>• Standard site</li> <li>• Premium site</li> <li>• Double site</li> <li>• Group site</li> </ul>	Yes Yes No No	Yes Yes No No
Accessible Facilities		Yes	Yes

*Summary of Recreation Sites (continued)*

<b>PROSPECTUS 2008</b>	<b>UNIT</b>	<b>REDBRIDGE</b>	<b>TWIN LAKES</b>
Operating Seasons (2007-2008)	Camping Beach/Picnic Area Pavilions	April 11 – December 14	April 11 – October 20 May 23 – September 02 May 23 – September 02
Historical Season	Camping Beach/Picnic Area  Group Sites	April 15 – September 15	April 15 – September 15 Memorial Day Weekend –Labor Day Weekend April 15 – September 15
2008 Fees Per Unit	Camping <ul style="list-style-type: none"> <li>• Standard site</li> <li>• Premium site (electric/water front)</li> <li>• Premium site (full hookups)</li> <li>• Double site</li> <li>• Group site</li> <li>• Parking/Swim</li>   <li>• Pavilions</li> </ul>	\$18.00 \$20.00  \$23.00	\$16.00 \$21.00  \$28.00 \$50.00 \$5.00/vehicle daily, \$45.00/vehicle annual  \$50.00
Occupancy (last 3 years) 2005 2006 2007	Camping	2005 - CLOSED 2006 - CLOSED 2007 - 46%	2005 - 48% 2006 - 43% 2007 - 14%
Revenue (last 3 years) 2005 2006 2007	Camping	\$ 1,619 \$ 7,259 \$58,806	\$53,247 \$42,265 \$43,747
Reservation System	Camping <ul style="list-style-type: none"> <li>• Standard site</li> <li>• Premium site</li> <li>• Double site</li> <li>• Group site</li> </ul>	Yes Yes	Yes Yes Yes Yes
Accessible Facilities		Yes	Yes

*Summary of Recreation Sites*

<b>PROSPECTUS 2008</b>	<b>UNIT</b>	<b>ELIJAH RUN</b>	
Operating Seasons (2007-2008) (Historical)	Parking/Launching Parking/Launching	April 11 – October 20 April 15 – December 20	
2008 Fees Per vehicle	Parking/Launching	\$5.00/vehicle/day, \$45.00/vehicle/year	
Estimated # of vehicles/season	Parking/Launching		
2002		2,775	
2003		2,610	
2004		2,945	
Revenue (last 3 years)	Parking/Launching		
2005		\$13,887	
2006		\$13,055	
2007		\$14,719	
Reservation System		No	
Accessible Facilities		Yes	

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# PARKING LOT CENSUS

## ZEBRA MUSSEL MONITORING

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*Appendix 23: Recreational Boater Questionnaire/Parking Lot Census*

