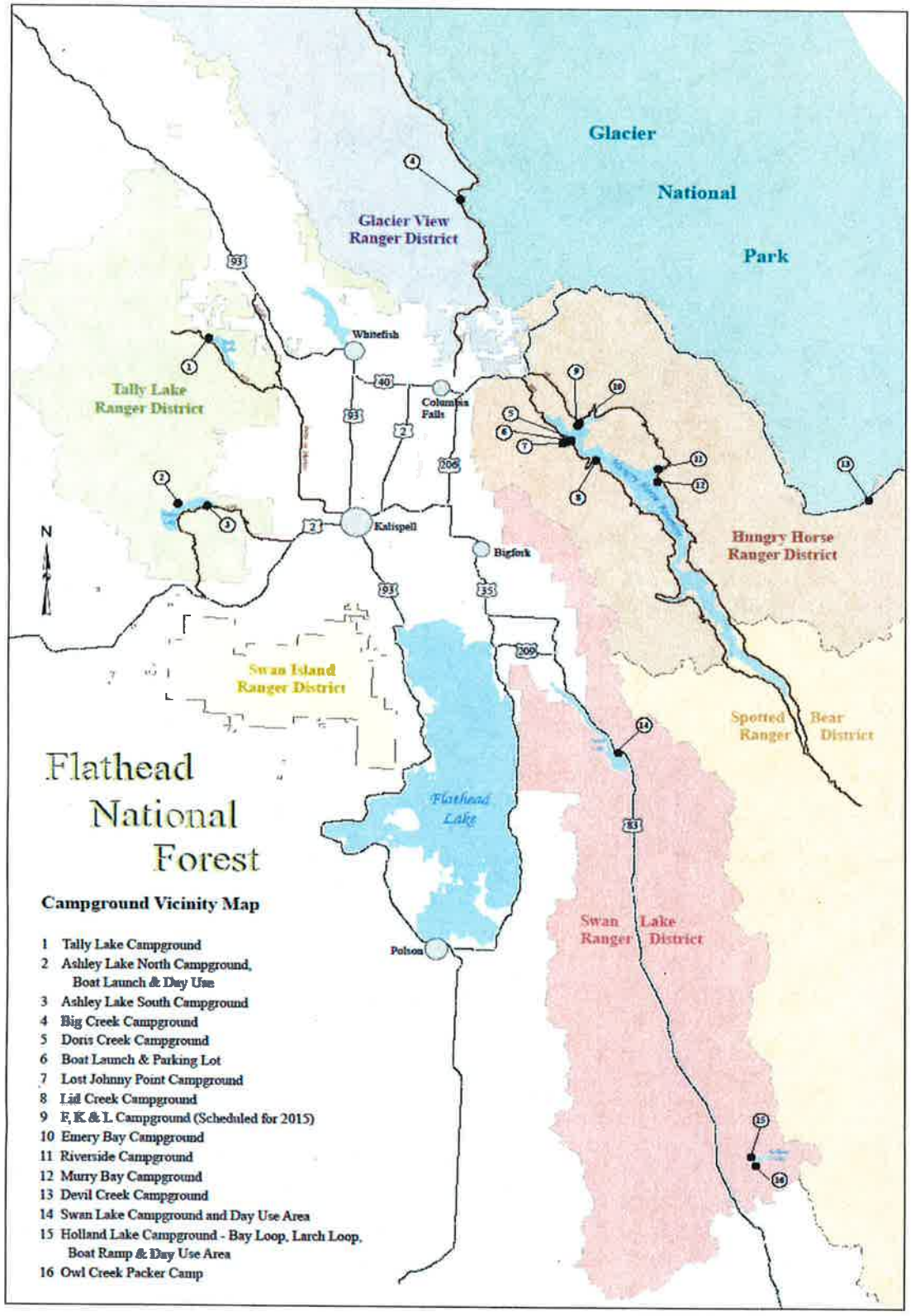
Prospectus Appendix 1: Recreation Sites Vicinity Map



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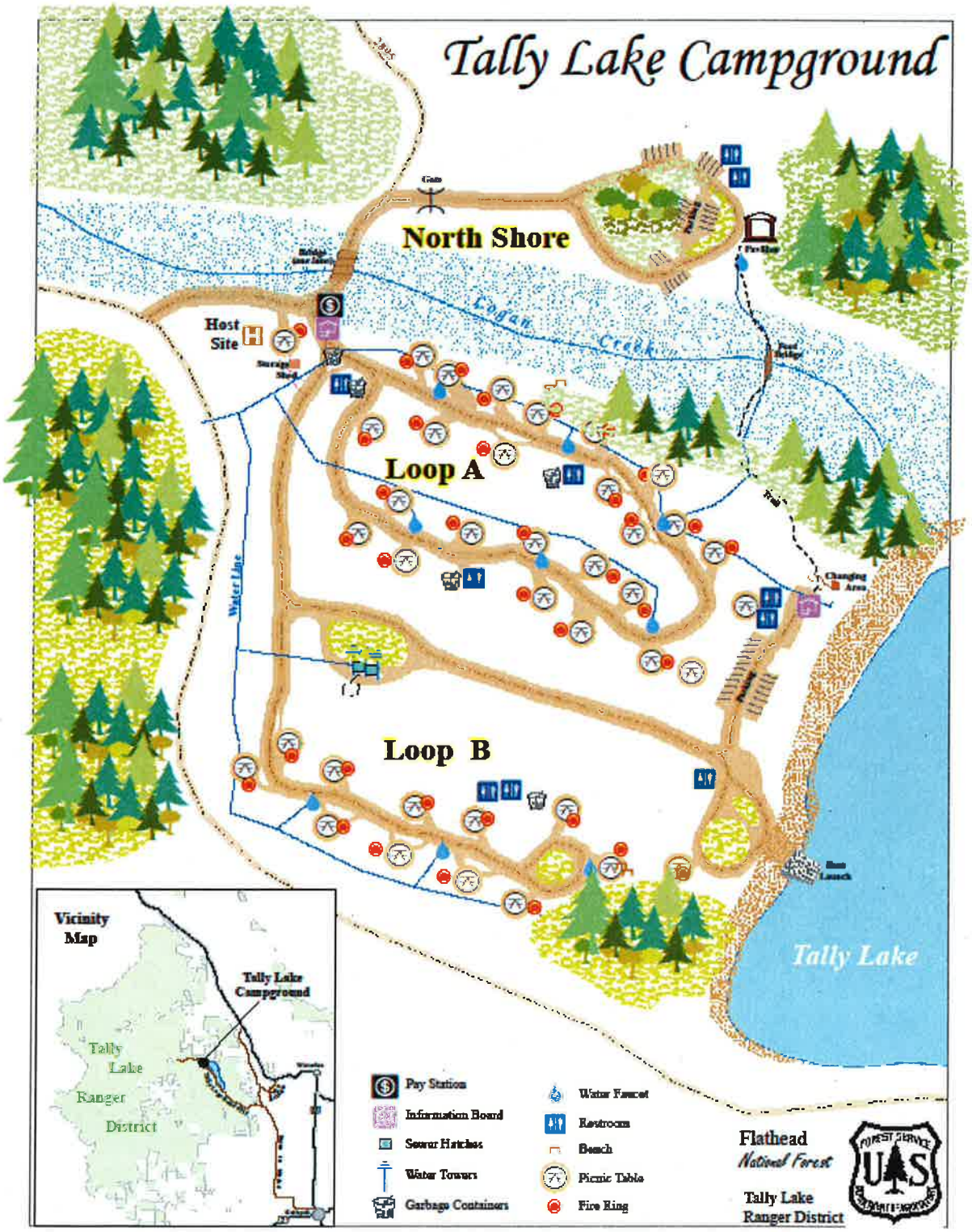
Appendix 2: Recreation Site Map Tally Lake Campground



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North Shore
Pavilion
Nat'l Forest Develop Road 113 Rd
Loop A
Loop B
Tally Lake Rd
National Forest Development Road 913
© 2009 Google
© 2009 Europa Technologies
48°24'53.49" N 114°34'57.73" W
elev 3360 ft
2005
Eye alt 7888 ft
Google

Appendix 3: Inventory of Government Furnished Property

Tally Lake Campground (includes Loop A, Loop B, North Shore with #39 group site and Host Site)		
	Property	**Condition**
	SST 5 single units with privacy screen, 1 single no privacy screen	good
	Picnic Tables 23 misc. wood, metal, cement, fiber glass, 11 long wooden on cement bases	25%excellent 50% good 25% fair
	Fire rings 44 with grilles	10%excellent 75% good 15% fair
	Storage Shed 1 at Host site	excellent
	Benches Wood and cemen 6 (3 at #6, 3 at #40	good
	Water faucets 10 spigots, 3 with drinking fountains	excellent
	Bear resistent garbage containers, 7 double units	good
	Information Signs- 1 -3 panel, 1 single panel	good
	Site Signs 1 at enterance	good
	Entrance station	fair
	Dump site (2)/ wash station (1)	good
	Potable water site 2 stations	good
	Lockable metal gate, 1 at entry, 1 at group site #39	good
Tally Lake Pavilion		
	Property	**Condition**
	SST 1 double unit with privact screen	good
	Picnic Tables 8 wooden tables	good
	Fire rings 2 large with 3 grilles each	good
	Site Signs 1 at entry	good
	Bear resistent garbage containers, 2 double	good
	Water faucets 1 spigot with fountain, 1 hose hook	excellent
	Parking barriers 33 concrete	good
	Volleyball court, sand filled with net posts	good
	Barbecue 1	good
	Horse shoe pits 1 pair	good
	Lockable metal entry gate, 1	good
Tally Lake Boat/Beach/Day Use		
	Property	**Condition**
	SST 2 single unit with privacy screen	good
	Picnic Tables 10 tables	good
	Fire rings 3 with grilles	good
	Bear resistent garbage containers 2 double	good

	Benches 7 on beach	good
	Water faucets 1 with fountain by beach	excellent
	Information Sign 1 bulletin by beach enterance	good
	Changing room 1	excellent
	Interpertative signs 3	excellent
	Spotting scope	good
	Horse shoe pits, 2 pairs	good
	Floating docks, 2 double units with metal gang plank	excellent

Appendix 4: Regulations and Forest Orders that Apply to Recreation Sites

Most of the Forest Service regulations affecting developed recreation sites are found in 36 CFR Part 261, Prohibitions. Subpart A includes general prohibitions in effect on all National Forest System Lands. Some of the most relevant Subpart A General Prohibitions are available on-line along with the complete set of the 36 CFR 261 regulations is available upon request.

36 CFR 261 Subpart B provides authority for Forest Orders. Some of the most relevant Subpart B Forest Orders applicable to the Flathead National Forest developed recreation sites are included here, following the Subpart A regulations.

There are three Subpart B Forest Orders for the Flathead Forest that apply to recreation sites listed in this prospectus. These include:

1. F10-043-L-02 Occupany and Use Camping Limits Special Order
2. LC-10-D1-01 Food Storage Special Order
3. F10-076-L-11 Food/Wildlife Attractant Storage Special Order

Order Number F10-043 L-02

FLATHEAD NATIONAL FOREST
1935 3rd Avenue East
Kalispell, MT 59901
Forest Supervisor's Order

OCCUPANCY AND USE

Pursuant to 36 Code of Federal Regulations 261.50 (a) and (b) the following acts are prohibited as described below, within the Flathead National Forest, except for Flathead National Forest System lands within the Bob Marshall and Great Bear Wildernesses. These restrictions are in addition to those enumerated in Subpart A, Part 261, Title 36, Code of Federal Regulations, and become effective when signed and will remain in effect until rescinded.

36 CFR 261.58 – Occupancy and Use:

Camping for a period longer than allowed by the order. [Title 36, 261.58(a)]

For the purpose of this order the following are prohibited:

A. Camping in any one area or campground or at any one site on Flathead National Forest System lands for more than 14 accumulated days, during any 30 day period. Any camp relocation within the 30-day period must be at a distance of at least 5 air miles from the previous campsite.

B. Camping for more than 30 accumulated days on the same Ranger District within the same calendar year.

C. Using or leaving camping equipment at any one site on Flathead National Forest System lands for more than 14 accumulated days, during any 30 day period and using or leaving any camping equipment in excess of 30 days on the same Ranger District within the same calendar year.

Exemptions:

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

1. Persons with a permit authorizing the otherwise prohibited restriction.
2. Any Federal, State, or local Officer, or member of an organized rescue or fire fighting force in the performance of an official duty.

Page 1 of 2

Done at Kalispell, Montana, this 9th day of July, 2002.

CATHY BARBOULETOS
Forest Supervisor

Penalty:

Violations of these Prohibitions are punishable by a fine of not more than $5,000 for an individual or $10,000 for an organization, or imprisonment for not more than six months, or both. [16 U.S.C. 551, and 18 U.S.C. 3559 and 3571]

Notification:

A copy of this order shall be posted as prescribed under 36 CFR 261.51.

FOOD STORAGE SPECIAL ORDER LC_10_D1_01

OCCUPANCY AND USE RESTRICTIONS

NORTHERN CONTINENTAL DIVIDE ECOSYSTEM FLATHEAD, LOLO, HELENA AND LEWIS AND CLARK, NATIONAL FORESTS REGION ONE USDA, FOREST SERVICE

Pursuant to 36 Code of Federal Regulations 261.50 (a) and (b), the following restrictions are in effect on the Flathead, Lewis and Clark, Lolo, and Helena National Forests, Montana within the Northern Continental Divide Ecosystem (NCDE). These restrictions are in addition to those enumerated in Subpart A, Part 261, Title 36, Code of Federal Regulations and become effective when signed, and shall remain in effect until rescinded or revoked. *They replace the previous Food Storage Special Order #LC0018 invoked on December 21, 2000, under authority of 36 Code of Federal Regulations 261.50 (a) and (b), which is hereby rescinded.*

1. Possessing or storing any food or refuse, as specified in the order from April 1 to December 1, annually for the Flathead, Lolo, and Helena National Forests; and March 1 to December 15, annually for the Lewis and Clark National Forest. [36 CFR 261.58(cc)]

2. Possessing, storing or transporting any bird, fish or other animal, or parts thereof as specified in the order from April 1 to December 1, annually for the Flathead, Lolo, and Helena National Forests; and March 1 to December 15, annually for the Lewis and Clark National Forest . [36 CFR 261.58(s)]

The Northern Continental Divide Ecosystem consists of National Forest System lands included within the boundaries of the Flathead, Lewis and Clark, Lolo and Helena National Forests and is further defined on the attached map, (Exhibit A) and hereby made part of this order. Also attached and hereby made part of this order is Food Storage Special Order Information and Definitions, (Exhibit B).

UNDER THIS ORDER IT IS REQUIRED THAT:

1. Human, pet and livestock food (except baled or cubed hay without additives), and garbage shall be attended or stored in a bear-resistant manner.

2. Wildlife carcasses that are within 1/2-mile of any camp or sleeping area shall be stored in a bear-resistant manner during nighttime hours.

3. Burnable attractants (such as food leftovers or bacon grease) shall not be buried, discarded, or burned in an open campfire.

4. The responsible party shall report the death and location of livestock to a Forest Service official within 24 hours of discovery.

Pursuant to 36 CFR 261.50(e) the following persons may be exempt from this order (Flathead, Lolo, Lewis & Clark, or Helena Forest Supervisors are delegated the authority to grant the exemption in writing):

1. Persons with a permit specifically authorizing the prohibited act or omission.

2. Any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.

Done this 16TH day of APRIL, 2010.

EARL APPLEKAMP
Acting Forest Supervisor
Flathead National Forest

LESLEY W. THOMPSON
Forest Supervisor
Lewis & Clark National Forest

DEBORAH L. R. AUSTIN
Forest Supervisor
Lolo National Forest

KEVIN RIORDAN
Forest Supervisor
Helena National Forest

Attractants may be "attended" rather than stored in a bear-resistant manner. However, it is strongly recommended that attractants and all items with odors be stored in bear-resistant containers or suspended 10 feet high and 4 feet away from the supporting structure and stored at least 300 feet from any sleeping area.

The purpose of these restrictions are to minimize grizzly bear-human conflicts and, thereby, provide for visitor safety and recovery of the grizzly bear within the Northern Continental Divide Ecosystem.

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

EXHIBIT "A"

SPECIAL ORDER - FOOD STORAGE
NORTHERN CONTINENTAL DIVIDE GRIZZLY BEAR ECOSYSTEM

Northern Region - Flathead, Lewis & Clark, Lolo and Helena National Forests

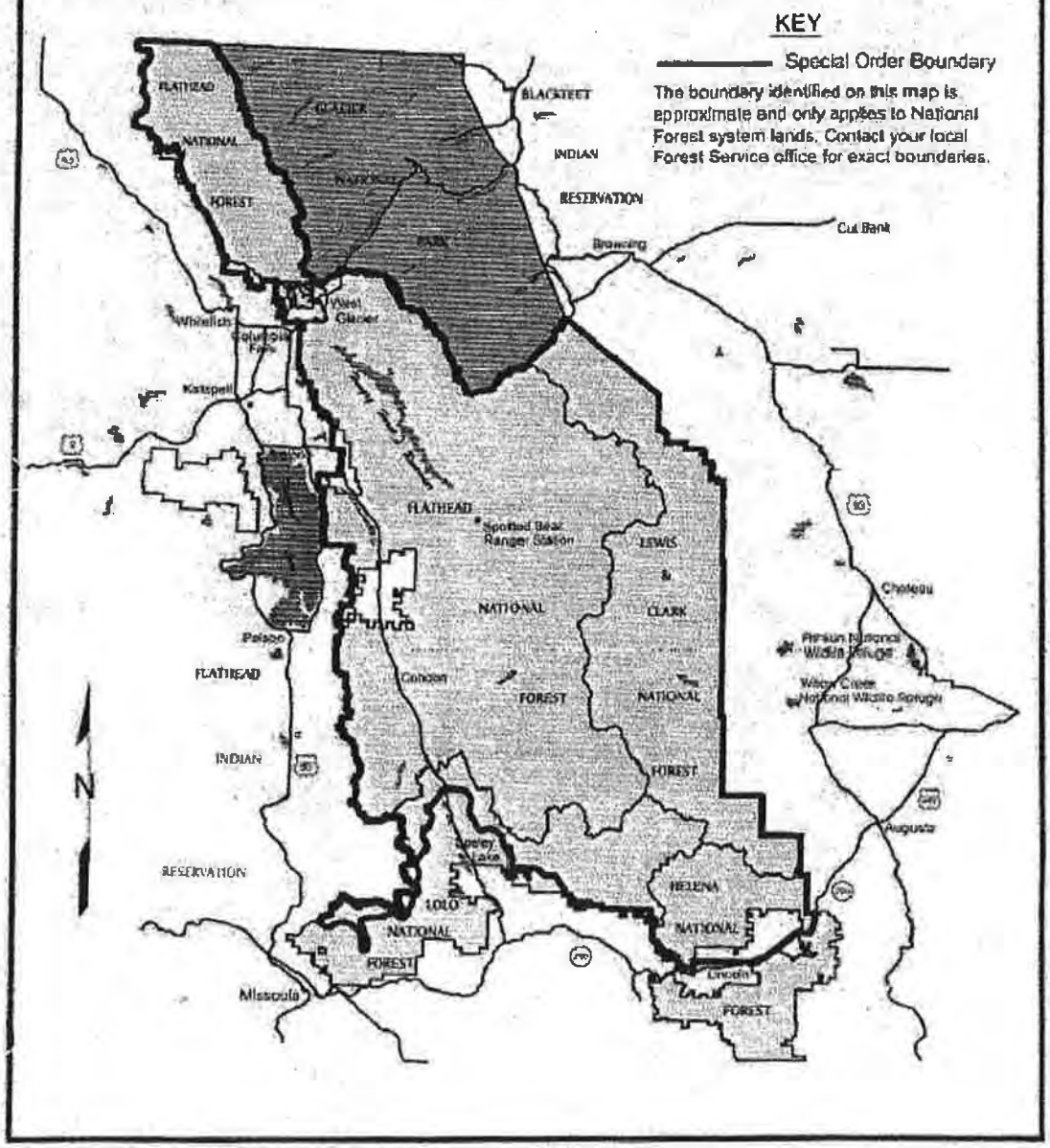

EXHIBIT "B"

DEFINITIONS

1. **Attended:** At least one adult person (attendee) is physically present within 100 feet of attractants during **daytime hours**. During the **nighttime hours**, all attractants must be within 50 feet of the attendee, or attractants must be stored in a bear-resistant manner. During the **nighttime hours**, no physical barrier, except tents or containers or attractant packaging material may exist between the attendee and attractants which are not stored in a bear-resistant manner.

2. **Attractant:** Food as defined below and garbage from human, livestock or pet foods.

3. **Food:** Any nourishing substance, which includes human food or drink (canned, solid or liquid), livestock feed (except baled or cubed hay without additives) and pet food.

4. **Attendee:** An adult (18 years of age or older) in control of attractants.

5. **Bear-resistant container:** A securable container constructed of solid material capable of withstanding 200 foot-pounds of energy applied by direct impact. The container, when secured and under stress, will not have any openings greater than one-quarter (1/4) inch, that would allow a bear to gain entry by biting or pulling with its claws.

6. **Bear-resistant manner** means any attractants, including food and garbage, must be stored in one of the following ways if unattended:

   a. secured in a hard-sided camper or vehicle trunk or cab or trailer cab;

   b. secured in a hard-sided dwelling or storage building;

   c. suspended at least 10 feet up (from the bottom of the suspended item) and 4 feet out from any upright support, i.e. tree, pole;

   d. stored in an approved bear-resistant container;

   e. stored within an approved and operating electric fence;

   f. stored in any combination of these methods;

   g. or stored by methods other than those described in Section #6, a-f, that shall be approved in writing by the Forest Supervisor responsible for their area of jurisdiction.

7. **Contained fire stove:** a metal stove that completely encloses the fire.

8. **Daytime:** 1/2-hour before sunrise until 1/2-hour after sunset.

9. **Nighttime:** 1/2-hour after sunset until 1/2-hour before sunrise.

10. **Livestock:** A domesticated animal, such as mule, horse, llama, or goat.

EXHIBIT "B"

INFORMATION

IT IS REQUIRED THAT:

1. **Human, pet and livestock food (except baled or cubed hay without additives), and garbage shall be attended or stored in an approved bear resistant manner when unattended**

2. **Wildlife carcasses, birds, fish or other animal parts that are within 1/2-mile of any camp or sleeping area shall be stored in a bear-resistant manner during nighttime hours.** If a wildlife carcass is within an attended camp during daytime hours it may be on the ground.

3. **Attractants (such as food leftovers or bacon grease) shall not be buried, discarded, or burned in an open campfire.**

   A. Leftover food or food waste products may be placed in an appropriate, sealed container and packed out with garbage.

   B. Leftover food or other attractants may be burned in a contained stove fire.

   C. Attractants may be placed into a suitable container (i.e. tin can) to prevent leaching into the ground and burned over an open campfire. Any remaining attractants unconsumed by burning shall be placed with other garbage and packed out.

4. **The responsible party shall report the death and location of any livestock to a Forest Service Official within 24 hours of discovery.** In some very remote areas, it may not be possible to meet the 24-hour requirement. In these special cases, the responsible party shall report to a Forest Official the discovery of any dead livestock within 48 hours.

5. **Approved bear-resistant containers meet the following criteria:** A securable container constructed of solid material capable of withstanding 200 foot-pounds of energy applied by direct impact. A bear-resistant container developed commercially must be approved by the USDA, Forest Service, Missoula Technology and Development Center (MTDC). Bear-resistant containers developed for personal use may be inspected for approval by the local District Ranger or their designated representative(s). For commercial operations, the MTDC has an impact testing machine available to evaluate containers for strength.

EXHIBIT "B"

11. **Wildlife carcass:** The body, or any parts thereof, of any deceased wild animal, bird, or fish.

12. **Approved electric fences will meet, as a minimum, the following specifications:**

    a. **7 Strand Fence** (refer to Forest Service publication 9923-2321-MTDC, "Electric Fence Systems: Requirements for Meeting the NCDE Food Storage Special Order, 1999", for more description of fence specifications and set-up):

        i) The fence will be set up as a "tight wire" fence. The wire will be tight and under tension, not loose or sagging.

        ii) Minimum fence height.....4 feet.

        iii) Minimum post height.....5 feet.

        iv) Maximum spacing between posts.....8 feet.

        v) Conductors (wire): Minimum of 7 wires, with 6-10 inch spacing between wires. Bottom wire must be within 2 inches of the ground. All wire must be smooth metal fence wire of at least 16 gauge or poly wire, except the top wire which may be poly tape of at least six strand stainless steel.

        vi) The system will be set up to operate both as a ground wire return and a grounded system. The 2 top wires will be hot, with all other wires alternating hot and ground. The minimum length ground rod is 2 feet.

        vii) Fence charger (minimum): (1) energizer output of 0.7 joules; (2) tested peak output of 5000 volts; (3) 40 shocks per minute. **User must be able to test electrical output in the field.**

        viii) The charger must be made inaccessible to disturbance from a bear. The charger may be stored within the interior of the fence or located a minimum of 10 feet above ground.

        ix) Minimum distance between fence and items enclosed by fence.....3 feet.

    b. **Portable Electric Mesh Fence** (refer to Forest Service publication 0723-2305-MTDC, "Specifications for Portable Electric Fence Systems as Potential Alternative Methods for Food Storage, 2007", for more description of fence specifications and set-up):

        i) Portable electric mesh fence shall not be left in any location for more than 14 days.

        ii) Minimum fence height.....33 inches.

EXHIBIT "B"

iii) Minimum post length.....42 inches.

iv) Post construction required to be polyethylene with metal spike on bottom.

v) Minimum of 3 strands of stainless steel wire per horizontal wire.

vi) Minimum number of horizontal wires.....8.

vii) Horizontal opening in mesh required to be less than 12 inches.

viii) Minimum length of ground rod required to be 1 foot. Earth ground is mandatory.

i) Fence charger (minimum): (1) energizer output of 0.11 joules; (2) Minimum tested peak output voltage (on every hot conductor, with no load other than the fence) required to be 5,000 volts.; (3) Minimum pulse duration (with a 10,0000-ohm load applied) required to be 0.05 milliseconds; (4) Minium shocks per minute....35. **User must be able to test electrical output in the field.**

ix) Minimum distance between fence and items inside.....1½ feet.

x) Readable placard indicating fence is electrified is required.

xi) Maximum fence length.....60 feet.

xii) Mimimum of 2 LED lights.

Order Number F10-076-L-11

Food/Wildlife Attractant Storage Special Order

Flathead National Forest
650 Wolfpack Way
Kalispell, MT 59901
Forest Supervisor's Order

Pursuant to 36 Code of Federal Regulations 261.50 (a) and (b), the following restrictions are in effect on areas of the Flathead National Forest outside of the Northern Continental Divide Ecosystem, (NCDE), specifically most of the Tally Lake Ranger District and the Island Unit of the Swan Lake Ranger District, Montana. These restrictions are in addition to those enumerated in Subpart A, Part 261, Title 36, Code of Federal Regulations and become effective when signed, and shall remain in effect until rescinded or revoked.

1. Possessing or storing any food or refuse, as specified in the order from April 1 to December 1, annually, for the Flathead National Forest [36 CFR 261.58(cc)]

2. Possessing, storing or transporting any bird, fish or other animal, or parts thereof as specified in the order from April 1 to December 1, annually, for the Flathead National Forest. [36 CFR 261.58(s)]

The Tally Lake Ranger District and the Island Unit of the Swan Lake Ranger District are further defined on the attached map, (Exhibit A) and hereby made part of this order. Also attached and hereby made part of this order is Food/Wildlife Attractant Storage Special Order Information and Definitions, (Exhibit B).

UNDER THIS ORDER IT IS REQUIRED THAT:

1. Human, pet and livestock food (except baled or cubed hay without additives), and garbage shall be attended or stored in a bear-resistant manner.

2. Wildlife carcasses that are within 1/2-mile of any camp or sleeping area shall be stored in a bear- resistant manner during nighttime hours.

3. Burnable attractants (such as food leftovers or bacon grease) shall not be buried, discarded, or burned in an open campfire.

4. The responsible party shall report the death and location of livestock to a Forest Service official within 24 hours of discovery.

Pursuant to 36 CFR 261.50(e) the following persons may be exempt from this order (Flathead Forest Supervisor is delegated the authority to grant the exemption in writing):

1. Persons with a permit specifically authorizing the prohibited act or omission.

2. Any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.

Done at Kalispell, Montana, this 15th day of June, 2011.

Chip Weber

Chip Weber
Forest Supervisor

Attractants may be "attended" rather than stored in a bear-resistant manner. However, it is strongly recommended that attractants and all items with odors be stored in bear-resistant containers or suspended 10 feet high and 4 feet away from the supporting structure and stored at least 300 feet from any sleeping area.

The purpose of these restrictions is to minimize grizzly bear-human conflicts and, thereby, provide for visitor safety and recovery of the grizzly bear within the Flathead National Forest.

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

EXHIBIT "A"

FOOD/WILDLIFE ATTRACTANT SPECIAL ORDER
FLATHEAD NATIONAL FOREST

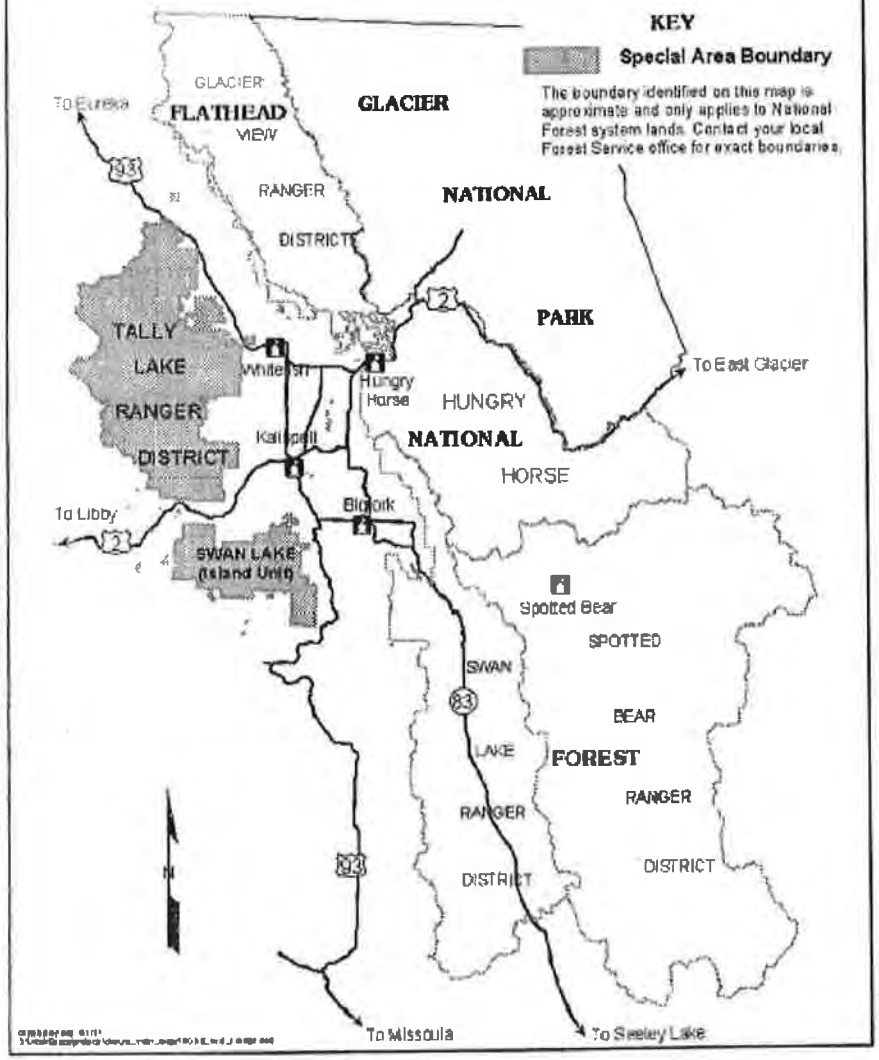

Exhibit B

Page 3 of 7

Food/Wildlife Attractant Storage Special Order
Information and Definitions

It Is Required That:

1. **Human, pet and livestock food (except baled or cubed hay without additives), and garbage shall be attended or stored in an approved bear resistant manner when unattended**

2. **Wildlife carcasses, birds, fish or other animal parts that are within 1/2-mile of any camp or sleeping area shall be stored in a bear-resistant manner during nighttime hours.** If a wildlife carcass is within an attended camp during daytime hours it may be on the ground.

3. **Attractants (such as food leftovers or bacon grease) shall not be buried, discarded, or burned in an open campfire.**

   A. Leftover food or food waste products may be placed in an appropriate, sealed container and packed out with garbage.

   B. Leftover food or other attractants may be burned in a contained stove fire.

   C. Attractants may be placed into a suitable container (i.e. tin can) to prevent leaching into the ground and burned over an open campfire. Any remaining attractants unconsumed by burning shall be placed with other garbage and packed out.

4. The responsible party shall report the death and location of any livestock to a Forest Service Official within 24 hours of discovery. In some very remote areas, it may not be possible to meet the 24-hour requirement. In these special cases, the responsible party shall report to a Forest Official the discovery of any dead livestock within 48 hours.

5. Approved bear-resistant containers meet the following criteria: A securable container constructed of solid material capable of withstanding 200 foot-pounds of energy applied by direct impact. A bear-resistant container developed commercially must be approved by the USDA, Forest Service, Missoula Technology and Development Center (MTDC). Bear-resistant containers developed for personal use may be inspected for approval by the local District Ranger or their designated representative(s). For commercial operations, the MTDC has an impact testing machine available to evaluate containers for strength.

Definitions

1. **Attended:** At least one adult person (attendee) is physically present within 100 feet of attractants during **daytime hours**. During the **nighttime hours**, all attractants must be within 50 feet of the attendee, or attractants must be stored in a bear-resistant manner. During the **nighttime hours**, no physical barrier, except tents or containers or attractant packaging material may exist between the attendee and attractants which are not stored in a bear-resistant manner.

2. **Attractant:** Food as defined below and garbage from human, livestock or pet foods

3. **Food:** Any nourishing substance, which includes human food or drink (canned, solid or liquid), livestock feed (except baled or cubed hay without additives) and pet food

4. **Attendee:** An adult (18 years of age or older) in control of attractants

5. **Bear-resistant container:** A securable container constructed of solid material capable of withstanding 200 foot-pounds of energy applied by direct impact The container, when secured and under stress, will not have any openings greater than one-quarter (1/4) inch, that would allow a bear to gain entry by biting or pulling with its claws.

6. **Bear-resistant manner** means any attractants, including food and garbage, must be stored in one of the following ways if unattended:
   a. secured in a hard-sided camper or vehicle trunk or cab or trailer cab;
   b. secured in a hard-sided dwelling or storage building;
   c. suspended at least 10 feet up (from the bottom of the suspended item) and 4 feet out from any upright support, i.e. tree, pole;
   d. stored in an approved bear-resistant container;
   e. stored within an approved and operating electric fence;
   f. stored in any combination of these methods; or
   g. stored by methods other than those described in Section #6, a-f, that shall be approved in writing by the Forest Supervisor.

7. **Contained fire stove:** a metal stove that completely encloses the fire

8. **Daytime:** 1/2-hour before sunrise until 1/2-hour after sunset

9. **Nighttime:** 1/2-hour after sunset until 1/2-hour before sunrise

10. **Livestock:** A domesticated animal, such as mule, horse, llama, or goat

11. **Wildlife carcass:** The body, or any parts thereof, of any deceased wild animal, bird, or fish

12. **Approved electric fences will meet, as a minimum, the following specifications:**

a. **7 Strand Fence** (refer to Forest Service publication 9923-2321-MTDC, "Electric Fence Systems: Requirements for Meeting the NCDE Food Storage Special Order, 1999", for more description of fence specifications and set-up):

i) The fence will be set up as a "tight wire" fence. The wire will be tight and under tension, not loose or sagging.

ii) Minimum fence height. .....4 feet

iii) Minimum post height .....5 feet

iv) Maximum spacing between posts. ...8 feet

v) Conductors (wire): Minimum of 7 wires, with 6-10 inch spacing between wires. Bottom wire must be within 2 inches of the ground. All wire must be smooth metal fence wire of at least 16 gauge or poly wire, except the top wire which may be poly tape of at least six strand stainless steel.

vi) The system will be set up to operate both as a ground wire return and a grounded system. The 2 top wires will be hot, with all other wires alternating hot and ground. The minimum length ground rod is 2 feet.

vii) Fence charger (minimum): (1) energizer output of 0.7 joules; (2) tested peak output of 5000 volts; (3) 40 shocks per minute. **User must be able to test electrical output in the field.**

viii) The charger must be made inaccessible to disturbance from a bear. The charger may be stored within the interior of the fence or located a minimum of 10 feet above ground.

ix) Minimum distance between fence and items enclosed by fence.....3 feet.

b. **Portable Electric Mesh Fence** (refer to Forest Service publication 0723-2305-MTDC, "Specifications for Portable Electric Fence Systems as Potential Alternative Methods for Food Storage, 2007", for more description of fence specifications and set-up):

To complete this Special Order attach the 7 page document from the LC-10-D1-01 Food Storage Special Order. To save space and paper it has not been attached twice.

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Appendix 5: Sample Use/Revenue Data Report

Campground ______________________

Date ______________________

Payment
R = Reservation
SA = Senior Access
C = Cash or Check

Camping Equipment
T = Tent
RV = RV
TR = Truck
CT = Camping Trailer

Site #	Date	License Number	Extra Vehicle	Zip Code	# in Party	Passport # Type	Amount Paid	Camping Equipment

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Appendix 6: Sample Forest User Comment Card

Side one of user comment form:

We want your experience on the Flathead National Forest to be a positive one. Please help us by completing this short comment form. Thank you!

Area_____ Have you been here before? Y N

Date of visit:_____ Residence: State/Country_____

Please check all activities you have participated in during your trip:

[ ] Camping
[ ] Hunting
[ ] Backpacking
[ ] Fishing
[ ] Picnicking
[ ] Mountain Biking
[ ] Special Event
[ ] Family Gathering
[ ] Day Hike
[ ] Swimming
[ ] Boating (non-motorized)
[ ] Boating (motorized)
[ ] Wildlife/Nature Observation
[ ] Motorcycle/ATV/4x4 Touring
[ ] Visiting Historical Sites
[ ] Visiting Mount St. Helens
[ ] Visiting Mount Rainier
[ ] Other:_____

FOLD HERE

Mailing Address Here

(The text on the back of this postcard is on the next page)

Please grade your visit in the Flathead National Forest:

	Excellent		**Satisfactory**		**Poor**
	A	B	C	D	E
1. How was the overall cleanliness of the area (litter, campgrounds, toilets, etc.)?					
2. How safe and unthreatened did you feel in the area (adequate law enforcement, ranger contacts)?	A	B	C	D	E
3. Were campground personnel accessible if needed?	A	B	C	D	E
4. Was information provided and were your questions handled to your satisfaction?	A	B	C	D	E
5. Were personnel courteous and helpful?	A	B	C	D	E
6. Are the facilities functional, safe, and well maintained?	A	B	C	D	E

Comments (Please use this section to tell us anything you think we should know, i.e., do you have any comments on how we could improve your recreation experience, or is there something in particular you enjoyed about your visit here?):

Name _____ Phone

We will gladly respond to your questions or comments!

Appendix 7: Standard Performance Evaluation Form

Performance Appraisal
Concession Campgrounds

Permittee: _____

Appraiser: _____ Date _____

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
1. PERMIT TERMS				
!A. Insurance requirements met				
!B. Payments timely				
C. Use reports accurate & timely				
!D. Title VI requirements met				
E. Advertising & signage acceptable				
F. Other permit terms met (specify below)				
Granger-Thye Projects				
2. OPERATION & MAINTENANCE PLAN				
!A. O&M Plan properly submitted				
!B Fees & services provided as represented				
C. Reservations Plan properly submitted, followed				
D. Employees knowledgeable of operating plan				
E. Pre- and post-season ops & maintenance performed correctly and in timely manner				
F. Proper ID of equipment and staff				
3. MEANINGFUL MEASURES				
Health and Cleanliness				
!A. Humans free from exposure to human waste				
!B. Water system managed in compliance w/ all state and Forest Service standards and requirements				
C. Sites meet *Cleaning Rec Sites* standards				
D. Garbage does not overflow containers				
E. Garbage containers are vermin proof				
F. Litter & waste removal is timely (within 24 hrs)				
G. Graffiti removal is timely (within 48 hours)				
H. Toilets & garbage containers clean, odor free				

! Denotes a Critical Element

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
Setting				
A. Site capacity limits maintained				
B. Plans and colors approved before work starts				
C. Services & recreation opportunities are consistent with ROS objectives				
D. Vegetation management plan adhered to				
E. Unacceptable soil compaction, erosion, vegetation loss, etc., prevented or corrected				
Safety & Security				
!A. Safety inspections completed & documented				
!B. High-risk conditions corrected prior to use				
!C. High-risk conditions occurring in season are corrected immediately, or identified, or the site is closed to the public				
D. Employees have dependable communications				
E. Employee presence provided as necessary to give users a sense of security				
F. Visitor compliance with FS regs obtained				
G. 36 CFR 261.14 infractions reported promptly				
Responsiveness				
!A Facilities posted as ADA compliant				
B. Bulletin boards contain required info and are neat, visible, and easy to read				
C. Info and signs readable, current, presentable				
D. Employees receive "Good Host" training and demonstrate good customer service				
E. Positive comments received from visitors				
G. Visitor comment cards made available to each party				
Condition of Facilities				
!A. All facilities functional and in good repair				
B. Facilities maintained in good condition according to Holder M&R plans				
C. Vandalism corrected within 1 week of discovery				

! Denotes a Critical Element

Comments and/or corrective actions pertaining to specific items listed above: _____

_____

_____

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

_____

_____

_____

Permittee's comments: _____

_____

_____

(Continue on a separate sheet of paper if desired)

Midyear Evaluation and Appraisal Overall Rating

Above Expectations ( ) **Meets Expectations ( )** **Below Expectations ( )** **Unacceptable ( )**

Note:

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

2. If any Critical Element is rated "Unacceptable," the best possible overall rating is Unacceptable.

3. If more than three noncritical elements are rated "Unacceptable," the best possible overall rating is Below Expectations.

4. If three or more Critical Elements are rated "Below Expectations," or over four otherelements are rated "Unacceptable," the best possible rating is Unacceptable.

Below Expectations: The permittee is given notice regarding which element(s) justify the rating, and if performance in this element(s) is not improved prior to the next rating period, the Below Expectations rating shall be reduced to an Unacceptable rating.

Unacceptable: The permittee is issued written notice of the Opportunity to Take Corrective Action as stipulated in Section V (C) of the Special-Use Permit. This is the required first step in suspension and/or revocation of use over all or portions of the permit area. In some instances, such as a lack of adequate insurance, safety issues, etc., suspension or revocation may take place immediately.

Signatures:

Permittee Representative: _____ Date: _____

Forest Representative: _____ Date: _____

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

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Appendix 8: Law Enforcement at Concession Campgrounds

BACKGROUND

This paper clarifies the law enforcement responsibilities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service at concession campgrounds. The paper is based on a December 15, 1993, memorandum issued by the Office of the General Counsel (OGC) and an April 26, 1996, letter issued by Region 5 on the same subject. This paper has been reviewed and approved by OGC.

ROLES AND RESPONSIBILITIES

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 (NFS) 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 re-quire 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 in the concessionaire's operations-and-maintenance plan, and be concessionaire may be held accountable for ensuing 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 posted separately within the campground.

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 NFS 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.

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. State and local law enforcement officers may enforce only state and local law, however.

Forest Service

The Forest Service retains all its authorities and responsibilities for enforcing Federal laws and regulations related to administration of NFS 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 related to the administration of NFS 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 251, 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 Forestwide, it applies to all campgrounds, including concession campgrounds within that 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. A concessionaire's rule of use may be stricter than an order, however.

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order, and may want to exempt them to place more of the 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 on administering developed recreation sites. When issuing a Subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.

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 apply elsewhere. For example, the restriction established by an order on the number of vehicles allowed per campsite at an 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 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, local law enforcement authorities, and concessionaires.

SUMMARY

Crimes involving persons and property are generally violations of state law. State and local law enforcement agencies have jurisdiction to enforce state laws at concession campgrounds. Forest Service personnel have the responsibility to enforce Federal laws and regulations related to the administration of NFS 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 of 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.

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Appendix 9: Sample Operating Proposal Format

The concessionaire will be responsible for providing a level of services for operation and maintenance which meets standards and requirements specified in the prospectus. The applicant's operating proposal describes the operating season, staffing, and services provided. The Forest Service will use information that the applicant provides in this proposal to rate the applicant against the operating proposal evaluation criteria. The successful applicant's proposal will become a part of his/her annual operating plan.

Applicants must submit an operating proposal describing how the operation and maintenance standards and operating requirements will be met or exceeded. It is strongly recommended that the operating proposal follow the format presented here. If additional space is required, use additional sheets.

Proposals submitted in other formats may receive a reduced score if information addressing the specific standards and requirements is not clearly presented in a form making it readily identifiable and usable by the evaluation team.

A Sample Operating Proposal

for the

Operation and Maintenance of Recreation Facility –Tally Lake Ranger District, Flathead National Forest

Applicant Name:_____

OPERATING SEASON

The dates specified in Chapter II under Recreation Site Descriptions are the minimum operating seasons. Subject to weather and accessibility, all sites will be open and operational 7 days per week, including holidays, between these dates.

State the period of time (beginning and ending dates) in which you plan to operate the campgrounds, if different than those specified in Section II. The permit holder will be responsible for facilities on a year-round basis, including during periods of non-operation.

STAFFING

During the required minimum operating season, the permittee will be required to provide, at a minimum, a designated representative and host/site managers at the facilities identified and in the quantities listed in Section IV. The names of company owners and management personnel will be listed and described in your business plan. In the operating proposal, you must specify the name, experience, qualifications, and office location of the designated representative who will be responsible for the recreation facilities, as well as how the designated representative fits into the supervisory chain of command leading from your company management team to the hosts/site managers on the ground. In addition, specify the number of site managers and/or hosts you will provide, their resident locations and the specific recreation sites for which each will be responsible. Be sure to specify who will have responsibility for each site at which a resident host will not be stationed. Describe the experience and qualifications these personnel will possess, and your process for evaluating their conduct and performance, and if necessary, taking disciplinary action. Describe the training which will be provided for site managers and hosts. Describe the uniform your employees will wear, the types of company vehicles that will be used, and how they will be designated.

HEALTH AND CLEANLINESS

Describe in detail how you will meet or exceed the operation and maintenance standards and requirements for cleaning sites and facilities, sewage disposal, and garbage disposal. Describe pre-season, seasonal, post-season, daily, routine, etc. Include details on method for waste and sewage disposal including describing special equipment, tools, supplies, and materials to be used, storage locations, and licensing requirements. Specify any hazardous materials which may be used, the location(s) where hazardous materials will be stored, and how they will be stored safely and in compliance with applicable local, State, and Federal codes or regulations. Describe your plans for meeting water testing requirements.

SETTING

Describe how you will meet or exceed the operation and maintenance standards and requirements for setting issues as described in the prospectus. Describe how you will designate single and multiple sites and enforce site limitations on the number of users and vehicles. Also discuss how you will deal with vehicles parked outside of designated camping spurs and parking areas. Describe the management of site manager/host campsites, including the types of equipment which will be located at those sites, standards of appearance of such sites, etc.

SAFETY AND SECURITY

Describe how you will meet or exceed operation and maintenance standards and requirements for hazard inspections and abatement of hazardous conditions. Describe your procedures for enforcing rules of use and County, State, and Forest Service ordinances, regulations, or laws, including prevention of violations, response to violations, and employee training and experience in these areas. Provide a copy of your proposed rules of use. Describe your procedures for responding to and reporting incidents and emergency situations. Describe how you plan to provide your employees with reliable communications.

RESPONSIVENESS

Describe how you will meet or exceed the operation and maintenance standards and requirements for accessibility, information boards, customer comment cards, public contacts, and distributing information. Also describe your training program to familiarize site managers/hosts with local and regional information and public contact skills. Describe the content, format, materials, and how you will distribute any proposed pamphlets or brochures. Describe any proposed interpretive programs.

CONDITION OF FACILITIES

Describe how you will meet or exceed operation and maintenance standards and requirements for holder maintenance and reconditioning, Government maintenance and reconditioning, and vandalism. Specifically address your company's capabilities for performing Government maintenance and reconditioning projects as fee offset (third party or self), whether or not you would be willing to make accelerated fee payments in order to replace restrooms in poor condition, and the amount you would be willing to advance. Specify the signs you plan to install to meet prospectus requirements, describing materials, size, colors, and messages.

OPTIONAL SERVICES

Detail any proposals to provide optional services such as sales of sundry items, special services or rentals, extended off-season stay limits/discount off-season pricing, or interpretive programs. See Chapter IV for required submittal items.

USE FEES

Use the following tables to specify the proposed fees to be charged for the campgrounds described in Section II, as well as any additional proposed use fees (see Section V - "Pricing Policies" and "Use Fees," for a discussion of allowable use fees). Provide details of your proposed fee collection system including the method used to collect fees, how visitors will be informed of this method, and how compliance will be obtained. Describe what financial and security controls will be provided to insure accurate determination of fees due to the Forest Service and accurate recreation use data, and describe the accounting system to be implemented.

PROPOSED RECREATION USE FEES

Campground	Single Site	Double Site	Extra Vehicle	Day Use	Bus	Walk In Use	Motorcycle	Group Sites
Tally Lake Campground								
Tally Lake Day Use/Boat Launch								
Tally Lake Pavilion								

Variable Unit Pricing: If additional space is needed to explain variable unit pricing, explain on a separate sheet and write "VUP" in the appropriate box.

USE DATA

Recreation use counts at day use sites and campgrounds shall be made by the concessionaire during the operating season and submitted by October 10 of each year. Specify your methods for counting, tracking, and reporting visitor use.

RESERVATIONS MANAGEMENT

See Section III for a discussion of the National Recreation Reservation Service. Provide a reservations management plan which addresses percent of total sites to be kept in reservable inventory, the starting and ending dates for which reservations will be accepted, and any plans to add additional campgrounds to the reservation system (include specific dates for adding new campgrounds).

SPECIAL CONDITIONS

Describe how you will integrate your operations with the special conditions described in Section II.

OFFER

In response to the invitation of the Forest Supervisor, Flathead National Forest, entitled **A Prospectus for the Operation and Maintenance of Forest Recreation Facilities – Flathead National Forest –Tally Lake Ranger District,** and subject to the requirements and conditions set forth therein, the undersigned offers the following annual return to government.

My offer for Proposal A which includes the facilities listed in this Prospectus is_____ percent of adjusted gross revenue (gross revenues less returns, refunds, State sales tax, County "room" tax, or any other State or local tax based on sales), to operate the recreation facilities offered in this prospectus.

My offer for Proposal B which includes all facilities listed in this prospectus is_____ percent of adjusted gross revenue (gross revenues less returns, refunds, State sales tax, County "room" tax, or any other State or local tax based on sales), to operate the recreation facilities offered in this Prospectus.

_____
Name of Applicant

_____
Address

_____
Address

_____
City State Zip Code

_____
Date

_____
Signature

_____
Title

Appendix 10: Sample Special Use Permit FS-2700-4h

Authorization ID: #AUTH_ID#
Contact ID: #HOLDER_ID#
Use Code: #USE_CODE#
Expiration Date:
10/31/2012

FS-2700-4h (v.05/09)
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#

FACILITY	LEGAL DESCRIPTION	ACRES	DISTRICTS

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 ane without regard to any non-merit factor.

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

III. RIGHTS AND LIABILITIES

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

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

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

<USER NOTES FOR CLAUSE III.D>

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

D. <u>WATER RIGHTS AND WATER FACILITIES</u>

1. <u>Water Rights</u>. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state, local, or other law. Any necessary water rights must be acquired by the holder in accordance with state law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on National Forest System lands for use on National Forest System lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring water rights shall be the responsibility of the holder and not the responsibility of the United States.

2. <u>Water Facilities</u>. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System lands may be initiated, developed, certified, or adjudicated by the holder without prior

written approval from the authorized officer. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the [recreation residence, resort, marina, or other use] authorized by this permit. If the use of any water facilities in connection with this [recreation residence, resort, marina, or other use] ceases, the authorization to use any associated water facilities also ceases. The United States reserves the right to place any conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on National Forest System lands in compliance with applicable law. Any change in the beneficial use of or location of use from a water facility without prior written approval from the authorized officer shall result in termination of the authorization of that facility.

<USER NOTES FOR CLAUSE III.D.3.>

< Add this paragraph when water rights required for the use to be authorized have already been obtained in accordance with state law in the name of the holder; acquisition of those water rights did not violate the terms and conditions of the permit; and the water development and use will occur on National Forest System lands. Otherwise delete this clause. Select or fill in the appropriate use in brackets, and delete the bracketed language as appropriate. Delete these instructions.>

3. Water Rights Acquired in the Name of the Holder.

a. Identification of Water Rights. The holder has obtained the following water rights for use under this permit in the holder's name:

State ID #: _____

Owner: _____

Purpose of Use: _____

Decree, License, or Certificate: _____

Point of Diversion: _____

b. Revocation or Termination. Upon revocation or termination of this permit, the holder shall transfer the water rights enumerated in paragraph 3a to the succeeding permit holder for use only in connection with the [recreation residence, resort, marina, or other use] authorized by this permit provided that if that [recreation residence, resort, marina, or other use] is not reauthorized, the holder shall promptly petition in accordance with state law to remove from National Forest System lands the point of diversion and water use associated with the water rights or shall relinquish the water rights to the state where they are located.

c. Abandonment. Upon abandonment of the [recreation residence, resort, marina, or other use] authorized by this permit, any of the water rights enumerated in paragraph 3a that remain in the name of the holder at
the time of abandonment shall be deemed to have been transferred to the United States to hold for the benefit of any succeeding permit holder for use only in connection with that [recreation residence, resort, marina, or other use]; provided that if that [recreation residence, resort, marina, or other use] is not reauthorized, the
United States shall retain the water rights or relinquish them to the state where they are located.

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

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

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 material, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages

in addition to or as an alternative to monetary indemnification.

USER NOTES FOR CLAUSE III.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.1.2.

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, or the equivalent of that initial cash payment in Granger-Thye (GT) fee offset work shall be performed, beginning when the permit term commences or beginning when use commences each year thereafter. Any initial cash payment is not refundable, except to the extent that all or part of it may be offset by the cost of work performed pursuant to a GT fee offset agreement as provided in clauses IV.C.3 and IV.E.2.

USER NOTES FOR CLAUSE IV.C.2

Select one of the following two clauses based on the total estimated annual permit fee. Selection Item 1:

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

2. Subsequent Payments. The holder shall report sales, calculate fees due, and make payment in two

installments, on , and on .

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

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

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 [redacted] 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 CERCLA, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, CERCLA, as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

B. WATER SYSTEMS

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

2. For federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination.

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

G. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES. Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map,

hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

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

USER NOTE FOR CLAUSE V.H.
<Delete instructions and non-applicable clauses prior to printing>
Add the clauses below when consenting to store hazardous materials.

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

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

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

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

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

K. WATER WELLS AND ASSOCIATED PIPELINES.

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

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

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

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

VI. REVOCATION, SUSPENSION, AND TERMINATION

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

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

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

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

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit are subject to the administrative appeal regulations at 36 CFR Part 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.

<<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:_____

By:_____

_____
(Title)

Date:_____

_____

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

(Authorized Officer)

Date: _____

<<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.]

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

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

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

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

Appendix 11: Sample Annual Granger-Thye fee Offset Agreement

Authorization ID: SAMPLE
Contact ID: _____
Expiration: 12/31/2018

SPECIAL USE PERMIT
ANNUAL GRANGER THYE FEE OFFSET AGREEMENT
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, Flathead 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

According to the Paperwork Reduction Act of 1995, no persons are 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.

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

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 Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Appendix 12: Sample Landlord/Holder Maintenance-and-Reconditioning Plan

The landlord/holder maintenance plan listed below is an example only. Actual maintenance plans will be prepared for each recreation site by the Forest Service and included in the annual operating plan. The Forest Service will provide standards for these requirements.

Maintenance Requirement	Permit Holder	Forest Service
Signs, Posters, and Bulletin Boards	Within 1 week of discovery, straighten, furnish, or replace broken or missing barriers, site marker signs, signboards, and posts.	Furnish Forest Service required signs and posters. Forest Service must approve all other materials.
Gates	Prior to opening, inspect all vehicle gates, repair bent sections, and paint.	Forest Service must approve materials.
Camp Units and Facilities	As needed, repair all wooden tables (prioritizing those in worst condition). Replace or repair tables, fire rings, and gates damaged by users. Paint ¼ annually.	Normal structural repairs due to normal wear and tear. Forest Service must approve materials. Forest Service will replace tables, fire rings and gates damaged outside of permit holder's operating season.
	Repaint entrance signs every 3 years or as needed	Forest Service must approve materials.
	Remove and properly dispose of ashes in fire rings when half full. Clean grills	To Forest Service standards.
	Remove visitor made fire rings prior to opening and after each one is built.	To Forest Service standards
	Paint all benches every 3 years, or as needed	Forest Service must approve materials
	Paint over all graffiti as needed.	Forest Service must approve materials.
Buildings	During the permitted period paint ¼ annually and provide maintenance of windows, fixtures, door closures, locks, handles, hinges, paper dispensers, toilet fixtures.	Major structural repairs due to normal wear and tear or damage outside of the permit holder's season of responsibility.
Toilets	Paint interior of all toilets every 3 years as specified.	Forest Service must approve materials.

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Appendix 13: Indirect Cost Reimbursement Projects

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, Granger-Thye Fee Offset Agreement

Authorization ID _____

Contact ID _____

Expiration Date _____

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>

_____**NATIONAL FOREST**

_____**RANGER DISTRICT**

PERMIT NUMBER _____

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 [ ].

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, [name] National Forest, and [holder name] on [date of GT fee offset agreement].

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

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: _____ Date: _____
Name of Certifying Official

_____

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

Agreement No. 0#-CO-11011000-0##

COLLECTION AGREEMENT
Between
[Holder]
and the
USDA, FOREST SERVICE
FLATHEAD NATIONAL FOREST

This Collection Agreement, (agreement) is made and entered into by and between [Holder], hereinafter referred to as the Cooperator, and the USDA Forest Service, Flathead National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) as amended by P.L. 104-127.

I. PURPOSE:

The purpose of this agreement is to document the voluntary contributions from the Cooperator to ***describe project here with location*** which the Cooperator manages through a Concessionaire Special Use Permit. The Cooperator desires to help the Forest Service accomplish its landlord responsibilities at the campground through the fee-offset program. This voluntary contribution is credited as part of the fee paid the government for the Special Use Permit. The ***short project description*** will aid in future management of lands under Special Use Permit for both the Forest Service and the Cooperator.

II. THE COOPERATOR SHALL:

A. Upon presentation of a Bill for Collection, make advance deposits in an amount sufficient to cover the estimated cost of the work agreed to above and as provided for in the attached Financial Plan, Exhibit A. *See related provision III-A.*

B. Upon presentation of subsequent bills for collection, if any, pay the amounts incurred for work in excess of the estimated cost, as described by the attached Financial Plan, Exhibit A..

C. TAXPAYER IDENTIFICATION NUMBER. Furnish their tax identification number upon execution of this agreement.

D. LEGAL AUTHORITY. Have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

III. THE FOREST SERVICE SHALL:

A. ADVANCE BILLING. Bill the Cooperator prior to commencement of work for deposits sufficient to cover the estimated costs, for the specific payment period. Overhead will be assessed at the rate of ___%. Billings shall be sent to:

Holder
Address
City, State, Zip

B. Provide to the Cooperator an itemized statement of actual expenditures upon completion of the project or if the project is set up in phases at the time each phase is completed.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. The principal contacts for this agreement are:

XXXXX	Holder
Flathead National Forest	XXXXX
XXXXXXXXXXXX	XXXXXXXXXX
XXXXXXXXXXXX	XXXXXXXXXX
City, State, Zip Code	City, State, Zip Code
(406) XXX-XXXX	(XXX) XXX-XXXX

B. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this agreement shall entitle the Cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

C. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any Cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities

F. MODIFICATION. Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

G. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

H. COMMENCEMENT/PERFORMANCE PERIOD. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through _____ ***(no longer that 5 years)*** at which time it will expire unless extended.

The authority and format of this agreement have been reviewed and approved for signature.

Agreements Coordinator	Date

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

XXXXXXXXX, Title Holder	DATE
XXXXXXXXXXXXXXXX, Forest Supervisor Flathead National Forest	DATE

EXHIBIT A

FINANCIAL PLAN

Item Description	Total Item Cost	Cooperator Contribution
1.	$	
2.		
3.		
4.		
TOTAL		$

Job Code #

Appendix 16: Sample Business Plan

Name of Company _____

Address _____

Company Contact _____

Phone _____

Business Plan in Response to

A Prospectus for the

Operation and Maintenance of

Forest Recreation Facilities

on the

Flathead National Forest

_____

Ranger Districts

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Part I: The Business

Purpose and Goals

As we proceed through our business careers, it is vital that we set goals for the future. Although this is difficult and time consuming, the final reward is worth the effort. As you fill in the following, be as realistic as you can. Answers you develop now will be the basis of your business plan.

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 its industry, and what opportunities you see for its products or services. It provides you with insights that allow you to better correlate the projections and estimates presented in subsequent sections.

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. To determine the best one for you and your organization, you need to seek competent legal and tax advice. To give you a general frame of reference, the more popular forms and their reasons for use are outlined in Part V, Appendices.

How is your company legally organized?

Why is this legal organization most appropriate for your business?

Does your operation require a state registration number? YES ____ NO ____ If ``Yes,"please 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:

Name	***Address***	***SSN***	***% Ownership***

Location of Your Business

Describe the planned geographical location of the business and discuss any advantages or 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 evaluator that the product or service has a substantial market and can achieve sales in the face of competition. Discuss who the customers are for the anticipated product or service. Where are the major purchasers for the product or 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

Each business has (or should have) a uniqueness that separates it from its competitors. Make a realistic assessment of the strengths and weaknesses of competitive products and services, and name the companies that supply them. Compare competing products or services on the basis of image, location, price, advertising, and other pertinent features. Discuss your three or four 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 three or four of 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.

		Competitors			
Area of Comparison	**You**	**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

Your management team is the key to turning a good idea into a successful business. The evaluator looks for a committed management team with a proper balance of technical, managerial, and business skills and experience in doing what is proposed. Be sure to include complete résumés for each key management member in the Supporting Documents section.

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

One of the key elements in any business is PEOPLE. 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.

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

This section will help you plan purchases of capital equipment needed to start your business. 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.

Equipment	Quantity	N/U	Life	Cost
Total Cost of Capital Equipment				$

Start-Up Expenses

Start-up expenses are the various costs it takes to open your doors for business. Some of these will be one-time expenditures, whereas others will occur every year.

Item	Cost
Total cost of capital equipment	$ _____
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:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total Start-Up Expenses	**$** _____

Sources and Uses of Financing

This section is another critical financial forecast. What will be the sources of your initial financing? The following step of how you will use this financing to buy the assets needed to open your doors for business is equally important, and will be of major interest.

Note: This section will not be used if you own an existing business, unless you're planning a major refinancing and restructuring of your business.

On the next page:

- ☐ Fill in the cash amounts to be invested by the various owners or shareholders.
- ☐ Fill in the market value of noncash assets to be invested by the various owners or shareholders. Examples include equipment, vehicles, and buildings.
- ☐ Fill in the bank loans to your business, both short-term (one year or less) and long-term.
- ☐ Fill in the amounts of loans secured by your personal assets (for example, your home).
- ☐ Fill in any Small Business Administration loans from any other sources.
- ☐ Fill in the amounts of cash used to buy various assets in the Uses of Financing section.
- ☐ Fill in the noncash assets contributed by the owner (use the same amounts listed in Sources of Financing).
- ☐ Estimate your ``working capital" needs. This is an often misused term, since it strictly means ``current assets minus current liabilities." However, we use ``working capital" here to describe that money which you'll need to pay operating expenses for the first few months of business operation until profits are realized. The number of months working capital depends on the business, but as an absolute minimum you should have three months of expense money in the bank. You should discuss this with your banker, and you may want to consider a pre-approved loan called a ``line of credit," from which you draw funds only when you need to have them. DON'T SKIP THIS STEP!
- ☐ Total both sections (Sources and Uses); they should be equal.

Monthly Cash Flow Projection

The cash flow projection is the most important financial planning tool available to you. If you were limited to one financial statement, the Cash Flow Projection would be the one to choose.

For a new or growing business, the cash flow projection can make the difference between success and failure. For an ongoing business, it can make the difference between growth and stagnation.

Your Cash Flow Projection will show you:

- how much cash your business will need;
- when it will be needed;
- whether you should look for equity, debt, operating profits, or sale of fixed assets; and
- where the cash will come from.

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. Cash flows into the business from sales, collection of receivables, capital injections, etc., and flows out through cash payments for expenses of all kinds.

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.

After it has been developed, use your cash flow projection as a budget. If the cash outlays for a given item increase over the amount allotted for a given month, you should find out why and take corrective action as soon as possible. If the figure is lower, you should also find out why. If the cash outlay is lower than expected, it is not necessarily a good sign. Maybe a bill wasn't paid. By reviewing the movement of your cash position you can better control your business.

Use the Cash Flow Projection chart on the next page to make sure you don't omit any ordinary cash flow item. But be sure to add any items that are peculiar to your business.

The level of detail you wish to provide is another judgement call. You may want to provide much more detail than is shown in these examples. You might benefit from breaking down your total cash flow into a series of cash flows, each representing one profit center or other business unit. This can be particularly helpful if you have more than one source of revenue. The accumulated information gained by several projections can be very valuable.

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**	**Mar**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**TOTAL**
2	Cash Receipts													
3	Sales Receivables													
4	Wholesale													
5	Retail													
6	Other Services													
7	**Total Cash Receipts**													
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	**Total Cash Disbursements**													
21														
22	**Net Cash Flow**													
23														
24	**Cumulative Cash Flow**													
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. The format is standardized to facilitate analysis and comparison; do not deviate from it.

Balance sheets for all companies, great and small, contain the same categories, arranged in the same order. The difference is one of detail. Your balance sheet should be designed with your business information needs in mind. These will differ according to the kind of business you are in, the size of your business, and the amount of information your bookkeeping and accounting systems make available.

A sample balance sheet follows.

Name of the Business
Date (month, day, year)
Balance Sheet

Assets		
Current Assets		$ _____
Fixed Assets	$ _____	
Less Accumulated Depreciation	$ _____	
Net Fixed Assets		$ _____
Other Assets		$ _____
Total Assets		**$** _____

Footnotes:

Liabilities	
Current Liabilities	$ _____
Long-Term Liabilities	$ _____
Total Liabilities	**$** _____
Net Worth or Owner's Equity (Total assets minus total liabilities)	**$** _____
Total Liabilities and Net Worth	**$** _____

Footnotes:

Start-Up Income Statement Projection

Income Statements, also called Profit and Loss Statements, complement balance sheets. The balance sheet gives a static picture of the company at a given point in time. The income statement provides a moving picture of the company during a particular period of time.

Income projections are forecasting and budgeting tools, estimating income and anticipating expenses in the near to middle-range future. For most businesses (and for most bankers), income projections covering one to three years are more than adequate. In some cases, a longer-range projection may be called for, but in general, the longer the projection, the less accurate it will be as a guide to action.

While no set of projections will be 100% accurate, experience and practice tend to make the projections more precise. Even if your income projections are not accurate, they will give you a rough set of benchmarks to test your progress toward short-term goals. They become the base of your budgets.

The reasoning behind income projection is: Since most expenses are predictable and income doesn't fluctuate too drastically, the future will be much like the past. For example, if your gross margin has historically been 30% of net sales, it will (barring strong evidence to the contrary) continue to be 30% of net sales. 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.

It is recommended that you be conservative in stating your expected sales and expenses. It is better to exceed a conservative budget than to fall below optimistic projections. However, being too far under can also create problems, such as not having enough capital to finance growth. Basing income projections on hopes or unjustified fears is hazardous to your business's health. Be realistic; your budget is an extension of your forecasts.

A suggested format for an income projection follows on the next page. The content as shown in the sample may have to be modified to fit your particular operation, but do not change the basic form.

Income Projection by Month: Year One

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**TOTAL**
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

____ Balance sheet (past three years)

____ Income statement (past three years)

____ Tax returns (past three years)

____ Current credit report from major credit bureau

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

USDA FOREST SERVICE

OMB No. 0596-0012

(Ref. 36 CFR 223.7(e), 36 CFR 251.54(e), Federal Acquisition Regulation 48 CFR 9.104.1.)

INSTRUCTIONS: Forest Service (FS) requires the respondent to provide the most recent fiscal year financial statement. FS may also request the
1 respondent to provide two additional years of financial data, on a case by case basis. If more space is needed to fully answer any item below, attach additional sheets.

1. NAME OF CORPORATION, PARTNERSHIP, OR PROPRIETORSHIP (Include any names the organization/firm operated under during past three years and specify the year operated for each name):

2. STATE INCORPORATED	3. DATE INCORPORATED	4. ADDRESS OF PRINCIPAL PLACE OF BUSINESS (*with ZIP CODE)*

5. IF PARTNERSHIP, NAMES OF PARTNERS, AND THEIR PARTNERSHIP INTERESTS

6.NAMES, TITLES, AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS, with number of shares of stock owned by each:

FULL NAME	TITLE	ADDRESS *(Number, Street, City, State, and ZIP CODE)*	SHARES OWNED

7. REFERENCES (*At least three should be given, preferably blanks):*

FULL NAME	ADDRESS *(Number, Street, City, State, and ZIP CODE)*

NOTE: Respondents may submit certified financial statements in lieu of answering PARTS A through C on the next pages. However, respondents must complete either certification statement PART D (1) or PART D (2) at the bottom of the last page.

Previous edition is obsolete. FS-6500-24 (3/90)

PART A. BALANCE SHEET

	CURRENT YEAR (MO/DA/YR)	PAST YEAR (MO/DA/YR)	THIRD YEAR (MO/DA/YR)
YEAR ENDED	/ /	/ /	/ /
ASSETS			
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			
TOTAL ASSETS			

LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
CURRENT LIABILITIES:			
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			
OTHER LIABILITIES:			
DEFFERED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
TOTAL LIABILITIES			
OWNER EQUITY:			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
TOTAL LIABILITIES AND OWNER EQUITY			

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 YR	PAST YR	THIRD YR
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 SALARIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
OTHER			
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.

PART D (1). CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS

We, the undersigned, general officers (*or members)* of

_____

(*name of corporation or partnership)* 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 , 20 .

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 _____ *(Month/Year)*		*(Affix Notary) Seal)*
SIGNATURE	TITLE	

PART D (2). CERTIFICATION FOR INDIVIDUALS

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 _____ *(Month/Year)*		*(Affix Notary Seal)*
SIGNATURE	TITLE	

Public reporting burden for this collection of information is estimated to average 2 hours 8 minutes 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 4040W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB #0596-0012), Washington, D.C. 20503-

*U.S.GPO:1990-717-014/22879

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

US DEPARTMENT OF AGRICULTURE, FOREST SERVICE
REQUEST FOR VERIFICATION
(Reference FSH 6509.18)

FS-6500-25 (v.05/09)
OMB No. 0596-0082
Exp. (10/31/2012)

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?
☐ Yes ☐ No If yes, fill Item 7.

TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE
Secured		
Unsecured		

8. Is applicant's statement in Item 3 correct?
☐ Yes ☐ No If no, fill Item 9.

9. CURRENT BALANCES

CHECKING	SAVINGS

10. Is the account less than 2 months old?
☐ Yes ☐ No If Yes, fill in Item 11.

11. Date account was opened:

12. Payment Experience:
☐ Favorable ☐ Unfavorable
If unfavorable, please explain in remarks.

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.

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Appendix 19: National Quality Standards for Recreation Site Management

Meaningful Measures for Quality Recreation Management

RECREATION SITES

National Quality Standards

February 5, 2002

National quality standards define the corporate level of quality the Forest Service expects to provide the public at full service (Forest Plan) levels. These standards form the baseline for estimating the total cost of providing the quality opportunities visitors and customer's desire.

Recreation program components with National Quality Standards include: Developed Sites, Trails, General Forest Areas, Interpretive Services and Recreation Special Use Permit Administration. National Quality Standards for these components have been established for the Key Measures: Health and Cleanliness, Safety and Security, Condition of Facilities, Responsiveness, Resource Setting, and Permit Administration & Monitoring, Interpretive Product Development & Revision, Interpretive Product Delivery and Exhibit & Audio-Visual Systems Condition.

Critical National Standards are identified with an asterisk (*). If not met, the resulting conditions pose a high probability of immediate or permanent loss to people or property. If they cannot be met, due to budget or other constraints, immediate action must be taken to correct or mitigate the problem. Immediate action may include closing to public use the site, trail, area, permit, or portions of the affected site, trail or area. If conditions, facilities, or services addressed by "non-critical" standards decline to the point where the health or safety of the visitor is threatened, then mitigating actions must be taken.

Key Measure: HEALTH AND CLEANLINESS

1. *Visitors are not exposed to human waste

2. *Water, wastewater, and sewage treatment systems meet federal, state and local water quality regulations.

3. Garbage and recycle materials do not exceed the capacity of containers.

4. Individual units and common areas are free of litter including domestic animal waste.

5. Facilities are free of graffiti.

6. Restrooms, garbage and recycle locations are free of objectionable odor

7. Constructed features are clean.

Key Measure: RESOURCE SETTING

1. *Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean Water, TES, etc)

2. Recreation opportunities, site development, and site management are consistent with Recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan.

3. Landscape character at the developed recreation site is consistent with the Forest scenic integrity objectives.

4. Visitors and vehicles do not exceed site capacity.

Key Measure: SAFETY & SECURITY

1. *High-risk conditions do not exist in developed recreation sites.

2. *Utility inspections meet federal, state, and local requirements.

3. Laws, regulations and special orders are enforced.

4. Visitors are provided a sense of security

Key Measure: RESPONSIVENESS

1. *When signed as accessible, constructed features meet current accessibility guidelines.

2. Visitors feel welcome.

3. Information boards are posted in a user-friendly and professional manner.

4. Visitors are provided opportunities to communicate satisfactions (needs, expectations).

5. Visitor information facilities are staffed appropriately during seasons of use and current information is available.

6. Recreation site information is accurate and available from a variety of sources and outlets.

Key Measure: CONDITION OF FACILITIES

1. Constructed features are serviceable and in good repair throughout the designed service life

2. Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance with safety codes (e.g. life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA/ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.

3. New, altered, or expanded constructed features meet Forest Service design standards and are consistent with an approved site development plan, including an accessibility transition plan.

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Appendix 20(a): FS 2700-h, Special-Use Permit and Related Granger-Thyre Concession, and FS 2700-4 Operation of Federally-Owned Drinking Water Systems (Reffered to as Exhibit F)

USDA Forest Service OMB No. 0596-0082 FS-2700-4h, Appendix F (v.05/09) Exp. (10/31/2012) 1

SPECIAL USE PERMIT FOR
CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS
Authority: Granger-Thye Act, 16 U.S.C. 580d
(Ref. FSM 2710)
APPENDIX 10 (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 requirments. 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 systemsshall 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 15th 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 site 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

- = Negative test results
+ = Positive test results

ACTION 1: MCL VIOLATION

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.

B.
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,

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
Arsenic	Aluminum
Barium	Chloride
Cadmium	Color
Chromium	Copper
Fluoride	Foaming Agents (Surfactants)
Lead	Iron
Mercury	Manganese
Nitrate	Odor
Nitrite	pH
Selenium	Silver
Sodium	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 20(b): Water Testing Locations and Requirements Tally Lake

A. Water Systems

Regulations

Holder shall operate water systems in accordance with Montana Department of Environmental Quality, Drinking Water Program and Forest Service regulations. Each host at a campground with a drinking water system will be required to have a copy of these regulations. Copies of the State regulations may be obtained at:

Montana Department of Environmental Quality
Public Water Supply Section
PO Box 20091
Helena, MT 59620-0901
(406) 444-4400

Copies of the Forest Service regulations will be provided by the permit administrator.

General Operations

Forest Service:

The Forest Service will provide water system logs, keys, valve wrenches and the like at the beginning of the contract.

Forest Service is available to provide technical advice and assistance when operation and maintenance problems arise. However, it is the permittee's responsibility to have the system repaired and back on line through hiring an outside repair company or doing the repairs themselves. All repairs must meet the Forest Service standards and regulations.

The Forest Service will monitor Holder for compliance with routine water testing requirements.

Holder:

At the end of the concession contract, return to the Forest Service all system logs, keys, valve wrenches, and the like.

Maintenance Standards for Water Fountains/Hydrants

1) All units and faucets drip free and operating properly,
2) Catch basins free of food particles, soap, grease, debris, and standing water,

3) Painted surfaces clean.

General Standards

Faucets and drains will be cleaned and maintained as needed. Drain areas at faucets and well pumps should adequately drain. Dig out and replace gravel as needed. Also, dig out and replace gravel in gray water sumps as needed. Disposal sites for contaminated gravel to be approved by the Forest Service.

Bacteriological Testing

At the beginning of the season the Holder is required to properly flush the water systems, exercise all valves, close drains, install faucets if required, properly disinfect with chlorine bleach, the system and take a "Pre-Season, Special" water test. The test shall be analyzed by a State approved laboratory. If the water test meets the requirements then the Holder may open the water system for public use. The Holder is required to take monthly, "Routine" water tests for Total Coliform each month the system is open including the first month and have them analyzed by a State approved laboratory. If the "Pre-Season Special" water test is taken the same month the system is opened the Holder is still required to take a monthly "Routine" test for the month as well.

If the "Pre-Season Special" test is unsatisfactory a condition survey should be conducted on the system, the system should be disinfected again and another "Special" Total Coliform test taken. The Forest Service shall be notified when this happens. In the event of an unsatisfactory monthly "Routine" sample, the Holder shall take four (4) "Repeat" tests within 24 hours of being notified of the bad sample. Samples shall be taken according to the current Coliform Water Sampling Plan for the site. The Holder shall notify the Permit Administrator or the Forest's Facilities Engineer upon notification of a bad sample. Proper notices shall be posted and mailed to the State and Forest Service as required by State and Federal regulations.

When a monthly "Routine" Coliform test is unsatisfactory the Holder is required to take five (5) "Routine" tests the following month as followup. The regular monthly "Routine" test is included as part of these five tests. The five tests should be spread out over the entire month not taken all on the same day.

When "Repeat" tests samples are unsatisfactory the system is in "Violation" with State and Forest Service standards. A condition survey of the systems should be performed. Take corrective actions as needed. The Holder shall take daily "Specials" samples until the two consecutive samples come back satisfactory. If three "Special" samples come back unsatisfactory the system shall be closed until the problem is contained and corrected. The Forest Service shall be notified throughout this process.

If the "Repeat" test samples are unsatisfactory and are positive for Fecal Coliform or it the "Routine" test was positive for Fecal Coliform and the 'Repeat" tests are unsatisfactory then the Holder shall immediately close the system, notify the Forest Service and perform a condition

survey on the water system. Once corrective actions are taken and two consecutive daily "Special" samples are satisfactory, the system may be reopened.

The Holder shall send a copy of all test results to the Permit Administrator.

Nitrate Testing

The Holder shall arrange for a State approved laboratory to analyze water for nitrates annually. The FS will receive one copy of the results. The Holder shall plan to take the annual Nitrate test in the first month of the season.

Coliform Sampling Plan

The Forest Service will provide a copy of the current Coliform Sampling Plan for each site. The Holder shall ensure that all monthly and any follow-up testing that is required will be taken as outlined in the Sampling Plan.

Monetary Responsibilities

The Holder assumes all monetary responsibilities for bacteriological and nitrate sampling and testing as well as expenses related to posting notices and mailing copies of notices to the State and Forest Service.

Backup Water Sampler

The Holder will designate a primary and backup sampler by name in writing.

System Start-Up, Draining and Winterizing

The Holder shall start-up, drain and winterize water systems in campgrounds listed below. Forest Service personnel will assist in the operation in the first year of the Authorization. In subsequent years it will be the Holder's responsibility, with only consulting help from the FS, to operate the following water system:

Tally Lake Campground

Holder shall install and remove hydrant faucets at the beginning and ending of each season. Holder shall install and remove pump handles at the beginning and ending of the season on hand pump systems.

Maintenance

Holder shall perform maintenance to water systems, such as replacing leaking or damaged faucets, repacking pump shafts, replacing broken space heaters in pump houses, replacing lost valve wrenches, repairing hand pumps and hand pump components and maintaining pump houses in clean sanitary, and orderly condition.

Generally, the Holder will furnish all materials, labor, and equipment to maintain the water system with the campground Authorized boundary with the exception of repair and replacement listed under Forest Service responsibilities.

The Holder shall arrange to perform maintenance to assure the long-term reliability and function of the systems. This includes, but is not limited to, maintaining or replacing line values, drain values, air relief valves, valve boxes, pumps, motors, controls, damaged fittings and pipe, broken instruments, circuit breakers, electrical contractors, electrical disconnects, heaters, light bulbs, hand pump handles, cylinders, rods, and shrouds. Specific work to be accomplished at each site will be agreed to between parties.

The Holder shall furnish all materials, labor, and fixtures for general maintenance of the water system within the Authorized boundary.

Appendix 21: Staffing Recommendations - Tally Lake

Recommended Staffing

The holder's proposal should ensure adequate staffing to meet the requirements outlined in the prospectus.

The FS recommends that hosts/site managers be located at the sites listed below. A history of operations experience indicates that having personnel stationed at these sites during the peak season is very useful in providing the quality of services required to meet standards due to the complexity of operations which occurs at these sites. During the shoulder seasons the number of employees should be able to be reduced. The holder may find it useful to increase the number of hosts, depending upon his/her proposal and the services provided and may find it useful and efficient to retain additional employees who are assigned both landlord (GT) and tenant maintenance duties.

(NRRS means that the National Recreation Reservation Service is in use at the site)

Recreation Site	Hosts/Site Managers for peak season
Tally Lake Campground	*1 host (NRRS)
Tally Lake Day Use	1 host (suggested)

1 host is generally a couple but can be a single person. * denotes where a couple might better serve the campground due to size and percent occupied.

The holder is required to include his/her proposed staffing hours, schedules, and personnel locations for operations and maintenance in the application. The holder should include job descriptions and level of authority for all employee positions described.

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Appendix 22: Vegetation Management Planning Guide - Tally Lake

Some of the listed sites in the prospectus have a vegetation plan completed. Many will be completed over the next few years. Each site included in this prospectus has a unique set of resource attributes and concerns. Before implementing any changes to the vegetation in the campground, consult with the permit administrator to insure compliance with the vegetation plan is followed along with the required National Environmental Policy Act NEPA documentation is completed. Listed here is an example of what is included in a Vegetation.

DEVELOPED RECREATION SITE

VEGETATION MANAGEMENT PLAN FORMAT

Plan objective: To provide direction for managing the vegetation within this developed site.

Site Name: **Tally Lake Campground**

FACTS ID: **A14030074 (Loops A&B), A811010077 (Loop C-Pavilion and North Shore)**

District: **Tally Lake** Forest: **Flathead NF**

Site Description: **Campground**

Land Management Allocation: __**Developed recreation**_

Applicable Standards and Guidelines:_**Remove hazard trees, TSI/reforestation only done to improve rec or visual opportunities.**

Other Special Features: **Adjacent to Tally Lake**

Cultural Resources: ___No__**X**_Yes. A Cultural Resource Survey has been done of this site.

Usage: **40** sites, **spring through fall** Season of Use, **25,000/yr** Amount of Visitor Use

Specialists Involved in Preparation of this Plan and Alternatives:

Melissa Jenkins	**Forest Silviculturist**
Betty Kuropat	**Tally Lake Silviculturist**
Becky Smith	**Tally Lake Recreation Specialist**

Add a sketch map to the back page if it will help describe different areas.

I. VEGETATION MANAGEMENT OBJECTIVES FOR THIS RECREATION SITE

FUNCTION/CHARACTERISTIC	MAINTAIN	CHANGE
A. What is the sense of place created by vegetation: A mature stand of large trees with little understory.	Maintain a mature tree component over time.	Reduce the amount of mature trees to increase species and age class diversity for long term sustainability. Priority for removal are high hazard trees = trees with defects that could hit a "target" if they fall. Plant long-lived seral species that are resistant to I&D such as larch and ponderosa pine.
B. visual buffers for privacy Most of the visual buffering comes from the boles of the mature tree component. There are a few groups of tree regen/shrubs.	Existing clumps of tree regeneration and/or tall shrubs. Maintain as much buffer as possible between campsites and along the main road on the south side of campground.	Increase the amount of area with seedling/sapling trees and shrubs >5ft tall. Thin out existing clumps of tree regen to maintain tree health and promote the retention of lower live limbs. Consider planting where natural regen does not meet stocking objectives. Increase visual screening between sites, between the main road and Loop B and between the dump stations and campsites.
C. shade Most sites are shaded with mature trees.	Partial shading of sites	A mix of sun and shade is desirable for most sites. In most of the sites (not all), create a mix of sun and shade opportunities by removing mature trees (priority removal of high hazard trees)
D. provide fish and wildlife habitat Logan Creek runs through the campground		Plant shrubs in high impact areas along stream bank for stream stabilization and avian fauna. Plant shrubs in overstory openings near campsites where needed for visual screening (as determined by the recreation specialist). Planting near campsites may require protective fencing.
E. openings to vistas Beach area has an open view of lake	Openings along lake where they exist	
F. visual variety /seasonal variety/ flowering vegetation Cottonwoods provide fall color. Very limited amount of shrubs that provide fall color.	Cotton wood component.	Increase amount of shrubs and wildflowers by opening overstory. Consider planting shrubs, aspen and wildflowers in the openings.

G. ground cover Few understory plants except in openings.		Increase the amount of ground cover wherever appropriate and practical.
H. open space	Open space in beach and pavilion areas	
I. visitor safety	Remove dead or apparent high hazard trees annually.	Complete a hazard tree assessment in the campground. Prioritize trees for removal.

II. RECREATION SITE CONDITION SUMMARY

II a. Silviculture and Stand Data

Site Data:	
Slope	0-10%
Aspect	N/A Level to rolling
Elevation	3400
Soil Description	Glacial outwash
Habitat type	Loops A&B ABLA/CLUN/VACA (623). Stand 74- PSME/VACA (250), Stand 77 PSME/CARU (320), Stand 73 PSME/VACA (250)
Relative Productivity	Moderate
Ecological Unit	28-7Dystric Eutochrepts, outwash substratum
Hydrology	Well- drained, soils underlain by stratified glacial outwash and sand and gravel

Limiting Factors	Recreationists damage to understory veg and boles of mature trees. VACA habitat types tend to be in frost pockets- prone to frost damage in seedling stage.

Dominant Tree Species	Average DBH-BA		Condition/Comments
1 western larch	15	75	Some pini conks visible
2 Douglas-fir	5.3	37	Root rot area on E side of Loop B, schweinitzii along creek
3 lodgepole pine	9.5	20	Majority is susceptible to mpb, some recent mortality
4 Engelmann spruce	14	12	Limit disturbance around leave trees
5 subalpine fir	6	3	
6 cottonwood		trace	4-5 large trees by boat dock need to be removed
4 white pine		trace	A couple large diameter healthy trees
Dominant Shrub Species	% canopy		Condition/Comments
1 twinflower			
2 kinikkinnik			
3 juniper			
4 pinegrass			
5 rose			
6 Oregon grape			
7 dwarf huckleberry			
Regeneration > 4 feet by Species	Frequency		Condition/Comments
western larch	25		Some bent over, suppressed saplings.
lodgepole pine	150		Most are in openings, healthy, some gall rust heavy.
Douglas-fir	525		Many suppressed saplings/poles
Engelmann spruce	25		Minor component, most are healthy
subalpine fir	0		A few present.

II b. Tree/Shrub Damaging Agents:

Causal agent	Severity	Frequency/Comments
Phellinus pini	moderate	Present in various diameter larch scattered in campground
MPB	moderate	Increasing in lodgepole pine.
Schweinitzii/Armillaria	moderate	Found in some of the large diameter Douglas-fir
Physical damage	heavy	Many campsites have multiple trees with hatchet damage, little associated rot found.
western gall rust or Atropellis canker	heavy	Many lodgepole are infected.

Hazard Tree Evaluation:

Evaluation of hazard trees will be done by a FHP specialist and silviculturists. Identified hazard trees will be marked for removal under a timber sale contract.

II c. Fuels

☐ Fuels / wildland urban interface (circle one)

Fuel loads: High, Moderate, **Low**

Fuel breaks around site: Yes, **No**

Are there private property structures in the vicinity? Yes, **No** If yes, describe:

Comments:

Campers have and will continue to utilize most down woody material within the campground.

II d. Physical Influences (wind/water table/ drainage/ soils/ flooding/ ice damming)

Are there wind events that influence this site?	Very few broken tops/forks/blown over trees indicates severe wind events are rare.
Has the water table at this site recently changed or is it expected to?	No.
What is the soil texture at the site?	Soils are medium textured loess that has been influenced by volcanic ash and are underlain by stratified glacial outwash and sand and gravel. Campsites soils are compacted, especially along Logan Creek where use is the highest.
What is the drainage condition of the site?	Well-drained except in localized severely compacted areas.

Is this site susceptible to floods?	No.
Is the site susceptible to ice jams?	No.
Is there a stream within or adjacent to the site?	Logan Creek runs between Loops A&B and the pavilion; it is a bull trout stream.

III. DESIRED FUTURE CONDITION OF THE VEGETATION IN THIS RECREATION SITE

Short Term (<2 years)

Trees identified as high hazard are removed. A mature forest "sense of place" is maintained. All lodgepole pine has been removed unless it has particularly high recreation value and appears healthy. Lodgepole that remain are treated with Verbenone or Carbaryl to keep them alive until the mt pine beetle epidemic subsides.

Trees (approx 8 x 8 ft spacing) or shrubs (approx 6 x 6 ft spacing) are establishing in openings created by the removal of mature trees.

Tree regeneration is thinned to approximately a 6' x 6' spacing to maintain tree health and promote the retention of lower live limbs. First priority is to choose healthy trees. Second priority, maintain a variety of species.

Slash created by the hand thinning has been hand piled and burned (by campers or fire crew if campers have not used by fall 2010). Mature lodgepole and high hazard trees were removed mechanically using whole tree yarding. Cutting of additional trees to facilitate skidding is minimal. Mechanical damage to remaining trees in all size classes is minimal. Slash created by the removal of the mature trees has been removed from the site.

Noxious weeds treatment is ongoing; done annually by the forest weed crew.

Mid Term (2-15 years) There is an increase of vegetative screening between sites. The buffer of vegetation between Loop B and the main road continues to block dust. Overall presence and growth of understory vegetation has improved. Trees that were identified as hazard trees continue to be removed when identified. The stand is a mix of mature trees (75% of acres) and clumps of regenerated trees and shrubs. Mature trees are healthy and thinned to less than 120 sq ft of BA per acre. Fuels are at acceptable levels. Noxious weeds are treated as needed. Planted and naturally regenerated shrubs have established in openings and along Logan Creek.
Long Term (15 + years) A mature forest atmosphere is maintained. Openings in the overstory allow understory vegetation to establish and create screening between sites. The stand is an uneven-aged mixed species stand with healthy, vigorous trees.

IV. ALTERNATIVES TO MEET DESIRED ROLE OF VEGETATION FROM PART I, TAKING INTO CONSIDERATION THE FACTORS LISTED IN PART II

IV a. Alternative Descriptions:

No Action Alternative Description: Area will continue to be used as a campground. Dead trees and other obvious hazard trees will be removed annually. Little understory vegetation present. Many of the mature lodgepole pine will be killed by bark beetles. Early seral species will decrease and late seral species which are more prone to I&D problems will increase.

Treatment Alternative One Description: Commercial thinning to 80-140 sq ft of BA. Remove hazard trees (improvement cut). Understory vegetation will increase, but in general will be the more shade tolerant late-seral tree species that are more prone to I&D problems. Other understory vegetation will increase but in general, will not provide the desired visual screening.

Treatment Alternative Two Description: Commercial thin to 80-140 sq ft of BA and Group Selection. Remove hazard trees (improvement cut). Remove groups of trees 10,000 sq ft (1/5

acre) to 1/2 acre in size over 20% of the campground. First priority, remove groups of lodgepole pine and hazard trees.

IV b. Alternative Effects

FUNCTION/CHARACTERISTIC	No Action Alternative	Treatment Alternative One	Treatment Alternative Two
A. What is the sense of place created by vegetation	Old forest character.	Old forest character maintained.	Primarily old forest, but pockets of smaller, more vigorous growing trees.
B. visual buffers for privacy	Decreasing	Minor increase	Moderate increase
C. shade	Most sites shaded.	More open structure allows more light in.	More open structure allows more light in. Small areas of sunny conditions.
D. provide fish and wildlife habitat	No change	Increased large woody debris in Logan creek.	Increased large woody debris in Logan creek.
E. openings to vistas	No change	No change	No change
F. visual variety /seasonal variety/ flowering vegetation	Decreasing	Minor increase	Moderate increase. Increase of early seral, shade intolerant species.
G. ground cover	Decreasing	Minor increase due to thinning of mature trees.	Moderate increase. Seedlings and brush species establish in the created openings.
H. open space	Maintained along lake.	Maintained along lake. No increase.	Maintained along lake. Small amount of increase in

			the short term due to creation of small openings.
I. visitor safety	Maintained by removing dead trees.	Additional hazard trees identified by a FHP specialist/ silviculturist and removed with a timber sale.	Additional hazard trees identified by a FHP specialist/ silviculturist and removed with a timber sale.

V. ALTERNATIVE CHOSEN

Alternative Selected: Treatment Alternative Two. Commercial thinning, improvement cutting and group selection. The treatment will occur in 3-4 stages over several years so as to minimize the disruption of the campground. The recreation specialist and silviculturist will determine if treatments 2 and 3 can be combined after reviewing the results of the treatment 1. The treatments are:

1st treatment: Hazard tree removal in Loops A&B, lodgepole pine removal/group selection in Loop B.

2nd treatment: Removal of lodgepole pine/group selection in Loop A and commercial thinning in Loop B.

3rd treatment: Commercial thinning in Loop A and lodgepole pine removal/group selection in Loop C (loop on north shore of lake).

4th treatment: Commercial thinning in Loop C.

IV. DETAILED SILVICULTURAL PRESCRIPTION

Date: 10/27/09	**Treatments: Improvement cut/Group selection/Commercial thin**		
Project Name: Tally Lake CG	**Facts ID: A140300074** **A110100077**	**Treatment Unit #: Tally Lake CG**	
Habitat Type: ABLA/CLUN/VACA	**NEPA Project: 080012005;** **Logan Creek Ecosystem Restoration Project**	**Unit Acres: 110 Stand 74 = 44 ac anc Stand 77 = 66 ac**	
PVG: Warm Moist		**Elev: 3400 Slope: 0-10**	
Productivity Class: 5	**MA: 4**	**Land Suitability Class: 500**	
Prepared By: Melissa Jenkins, Silviculturist		**GPRA Purpose Code: EH1C**	**Key Point: 6**

SPECIFIC ACTIVITIES

ACTION	CODE	YR	Unit	Fund	Method	Equip	SPECIFICATIONS
PRESCRIPTION	4331	2009	Loop A, B & C	SPS4	000	000	Prepare veg mgt plan including marking guides and silvicultural prescription with activity codes, timelines, and fund codes ready for input into *FACTS*. **Cost=$10/acre**
CONTRACT SPECIFICATIONS	**Because of campground setting, sale administrator should place special emphasis on protecting improvements. Avoid cutting additional trees for skid trails. Minimize damage to leave trees and understory vegetation. Harvest related activities should occur between October 1 and May 15th. Stumps must be flush cut.**						
LAYOUT / MARKING GUIDES Treatment 1	CTM -Use one dot of paint on least visible side of tree for stump mark (approved by District Ranger L. Timchak) - Remove all LPP > 7" unless it has particular recreational value (e.g. the only tree shading a campsite, trees along lakeshore). - Remove all hazard trees. Hazard trees are trees with obvious fruiting bodies or other signs of rot, dead trees, damage on > 50% of bole diameter, current mpb infestation, dead tops, forks that appear to have weakness, trees with less than 60% of the diameter as solid wood if tree is bored. Leave a 100-125' buffer of no thinning along main road to reduce dust in campground.						
HARVEST, IC and GS (Treatment 1)	4210- IC(39 ac) 4152- GS(3ac)	2009 (FY10)	Loop A&B Loop B Loop A Loop A&B	XXXX	420	420	**Group selection (3 acres)/Improvement cut (39 acres)** Loop B- Follow marking guides above. Loop A- Hazard tree removal only. Purchaser harvests and yards biomass (non-sawlog trees and tops) size material to landing for removal from site. If wildlife cavities are found in a felled tree, sale administrator will encourage the purchaser to cut out that portion of the tree and give to the FS for educational purposes.

FUEL TREATMENT	1120- Removal of activity fuels	2009 (FY10)	Loop A&B	PPPP	420	420	**Whole tree yard.** Purchaser removes slash from the unit. Remove activity fuels from site by 1. Taking to old tree cache area and burning or 2. chipping and removing. Possible slash pile location at old tree cache site approx ¼ mile from harvest area. ***No Cost***
PCT understory	4521- precommercial thin (50 ac)	2009	Loop A&B (42 ac) Loop C (8 ac)	SPS4	117	100	Priority 1. Thin seedling/saplings to an approximately 6' x6' spacing. Objective is to create a 2'-6' space between tree crowns. Leave the healthiest trees while maintaining a diversity of species. Species in order of preference WP, WL, PP, ES/LP, SF. Priority 2. Remove suppressed (<25% crown) sapling/pole sized trees (1-6"dbh), focusing on areas where this would create openings where trees/shrubs could establish. Leave a 100-125 ft buffer of no thinning between the main road and loop B for visual screening and dust reduction. **Cost = $108/acre**
PCT Slash Treatment	1153 piling activity fuels	2009	Loop A&B	SPS4	115	100	Buck firewood size material in useable size pieces and put in small piles for campers to use. Pile slash in small (≤ 5' diameter) hand piles in openings at least 10' from trees that will be retained. Avoid areas with understory vegetation. If campers do not use slash piles, they will be burned the fall of 2010. **Cost = $20/acre**
PCT slash treatment	1130- burn activity fuels piles	2010	Loop A&B	SPS4	101	300	Burn slash piles remaining from the PCT (if needed) **Cost = $20/acre**

PLANT	4431- planting (3 ac)	2010	Loop A&B	NFVW	100	100	Plant WP and PP seedlings on an 8x8' spacing in openings and to supplement the screening from the main road. Plant shrubs in areas where increased visual screening is desired as determined by post harvest exam consultation with the recreation specialist. **Cost = $400/acre**
HARVEST, IC, CT and GS (Treatment 2)	Loop B;4220-CT(19 ac) Loop A;4152-GS(3 ac)	2012	Loop A&B	XXXX	420	420	**In Loop A only.** GS. Remove groups of trees 10,00(sq ft (1/5 acre) to 1/2 acre in size over 20% of the campground. First priority, remove groups of lodgepole pine and hazard trees. 2nd priority, remove trees with poor form and vigor. **In Loop B:** CT. Thin stand to 80-140 sq ft of BA. Choose leave trees thal have healthy crowns and good form. Leave the large diameter WP, WL and PP. All other species, choose the most vigorous individuals in a variety of size classes. Species in order of preference WP, WL, PP, DF, ES/LP, SF.
PLANT	4431- planting (3 ac)	2013	Loop A&B	NFVW	100	100	Plant WP and PP seedlings on an 8x8' spacing in openings and to supplement the screening from the main road. Plant shrubs in areas where increased visual screening is desired as determined by post harvest exam consultation with the recreation specialist. **Cost = $400/acre**
HARVEST, IC, CT and GS (Treatment 3)	Loop A; 4220-CT(19ac) Loop C; 4210- IC(54 ac) 4152- GS(8 ac)	2015	Loop A &C (Loop C = pavilion & northshore)	XXXX	420	420	**Loop A only:** Thin stand to 80-140 sq ft of BA. Choose leave trees that have healthy crowns and good form. Leave the large diameter WP, WL and PP. All other species, choose the most vigorous individuals in a variety of size classes. Species in order of preference WP, WL, PP, DF, ES/LP, SF. **Loop C (pavilion & northshore)** IC/GS same as Loop B in 2009; follow marking guides.

PLANT	4431- planting (8ac)	2016	Loop C	NFVW	100	100	Plant WP and PP seedlings on an 8x8' spacing in openings and to supplement the screening from the main road. Plant shrubs in areas where increased visual screening is desired as determined by post harvest exam consultation with the recreation specialist. **Cost = $400/acre**
HARVEST, CT (Treatment 4)	Loop C;4220-CT (54 ac)	2018	Loop C	XXXX	420	420	**In Loop C:** Thin stand to 80-140 sq ft of BA. Choose leave trees that have healthy crowns and good form. Leave the large diameter WP, WL and PP. All other species, choose the most vigorous individuals in a variety of size classes. Species in order of preference WP, WL, PP, DF, ES/LP, SF.
Monitoring Plan for 2009 treatment							
Post harvest exam (Treatment 1)	4346 (42 ac)	2010	Loop A&B	NFTM/ NFVW	921	100	**Timber harvest evaluation.** Sale administrator, silviculturist and recreation specialist evaluate stand and slash conditions to determine if resource objectives were met and facilities were adequately protected. Assess and refine planned reforestation/ revegetation activities. ***Cost = $10/acre***
Stocking survey	4341 (3 ac)	2010	Loop A&B	NFVW	933	100	Monitor survival of planted trees 1st year after planting. ***Cost = $25/ac***
Stocking survey	4341 (3 ac)	2012	Loop A&B	NFVW	933	100	Monitor survival of planted trees 3rd year after planting. ***Cost = $25/ac***
Post harvest exam (Treatment 2)	4346 (22 ac)	2013	Loop A&B	NFTM/ NFVW	921	100	**Timber harvest evaluation.** Same as 2010 above. ***Cost = $10/acre***
Stocking survey	4341 (3 ac)	2013	Loop A&B	NFVW	933	100	Monitor survival of planted trees 1st year after planting. ***Cost = $25/ac***
Stocking survey	4341 (3 ac)	2015	Loop A&B	NFVW	933	100	Monitor survival of planted trees 3rd year after planting. ***Cost = $25/ac***

Post harvest exam (Treatment 3)	4346 (81 ac)	2016	Loop A,C	NFTM/ NFVW	921	100	**Timber harvest evaluation.** Same as 2010 above. ***Cost = $10/acre***
Stocking survey	4341 (8 ac)	2016	Loop C	NFVW	933	100	Monitor survival of planted trees 1st year after planting. ***Cost = $25/ac***
Stocking survey	4341 (8 ac)	2018	Loop C	NFVW	933	100	Monitor survival of planted trees 3rd year after planting. ***Cost = $25/ac***
Post harvest exam (Treatment 4)	4346 (54 ac)	2019	Loop C	NFTM/ NFVW	921	100	**Timber harvest evaluation.** Same as 2010 above. ***Cost = $10/acre***
Hazard tree identification	Do not enter in FACTS	annual	Loop A&B and C				Continue to monitor for hazard trees and remove

Certified Silviculturist: /s/ Melissa Jenkins_____ Date 11-4-2009

Line Officer Signature: /s/ Lisa A Timchak_____ Date 11-5-2009

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Appendix 23: Executive Order 13423

Federal Register

Friday,
January 26, 2007

Part II

The President

Executive Order 13423—Strengthening Federal Environmental, Energy, and Transportation Management

Federal Register
Vol. 72, No. 17
Friday, January 26, 2007

Presidential Documents

Title 3—

The President

Executive Order 13423 of January 24, 2007

Strengthening Federal Environmental, Energy, and Transportation Management

By the authority vested in me as President by the Constitution and the laws of the United States of America, and to strengthen the environmental, energy, and transportation management of Federal agencies, it is hereby ordered as follows:

Section 1. *Policy.* It is the policy of the United States that Federal agencies conduct their environmental, transportation, and energy-related activities under the law in support of their respective missions in an environmentally, economically and fiscally sound, integrated, continuously improving, efficient, and sustainable manner.

Sec. 2. *Goals for Agencies.* In implementing the policy set forth in section 1 of this order, the head of each agency shall:

(a) improve energy efficiency and reduce greenhouse gas emissions of the agency, through reduction of energy intensity by (i) 3 percent annually through the end of fiscal year 2015, or (ii) 30 percent by the end of fiscal year 2015, relative to the baseline of the agency's energy use in fiscal year 2003;

(b) ensure that (i) at least half of the statutorily required renewable energy consumed by the agency in a fiscal year comes from new renewable sources, and (ii) to the extent feasible, the agency implements renewable energy generation projects on agency property for agency use;

(c) beginning in FY 2008, reduce water consumption intensity, relative to the baseline of the agency's water consumption in fiscal year 2007, through life-cycle cost-effective measures by 2 percent annually through the end of fiscal year 2015 or 16 percent by the end of fiscal year 2015;

(d) require in agency acquisitions of goods and services (i) use of sustainable environmental practices, including acquisition of biobased, environmentally preferable, energy-efficient, water-efficient, and recycled-content products, and (ii) use of paper of at least 30 percent post-consumer fiber content;

(e) ensure that the agency (i) reduces the quantity of toxic and hazardous chemicals and materials acquired, used, or disposed of by the agency, (ii) increases diversion of solid waste as appropriate, and (iii) maintains cost-effective waste prevention and recycling programs in its facilities;

(f) ensure that (i) new construction and major renovation of agency buildings comply with the *Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings set forth in the Federal Leadership in High Performance and Sustainable Buildings Memorandum of Understanding (2006)*, and (ii) 15 percent of the existing Federal capital asset building inventory of the agency as of the end of fiscal year 2015 incorporates the sustainable practices in the Guiding Principles;

(g) ensure that, if the agency operates a fleet of at least 20 motor vehicles, the agency, relative to agency baselines for fiscal year 2005, (i) reduces the fleet's total consumption of petroleum products by 2 percent annually through the end of fiscal year 2015, (ii) increases the total fuel consumption that is non-petroleum-based by 10 percent annually, and (iii) uses plug-in hybrid (PIH) vehicles when PIH vehicles are commercially available at

a cost reasonably comparable, on the basis of life-cycle cost, to non-PIH vehicles; and

(h) ensure that the agency (i) when acquiring an electronic product to meet its requirements, meets at least 95 percent of those requirements with an Electronic Product Environmental Assessment Tool (EPEAT)-registered electronic product, unless there is no EPEAT standard for such product, (ii) enables the Energy Star feature on agency computers and monitors, (iii) establishes and implements policies to extend the useful life of agency electronic equipment, and (iv) uses environmentally sound practices with respect to disposition of agency electronic equipment that has reached the end of its useful life.

Sec. 3. *Duties of Heads of Agencies.* In implementing the policy set forth in section 1 of this order, the head of each agency shall:

(a) implement within the agency sustainable practices for (i) energy efficiency, greenhouse gas emissions avoidance or reduction, and petroleum products use reduction, (ii) renewable energy, including bioenergy, (iii) water conservation, (iv) acquisition, (v) pollution and waste prevention and recycling, (vi) reduction or elimination of acquisition and use of toxic or hazardous chemicals, (vii) high performance construction, lease, operation, and maintenance of buildings, (viii) vehicle fleet management, and (ix) electronic equipment management;

(b) implement within the agency environmental management systems (EMS) at all appropriate organizational levels to ensure (i) use of EMS as the primary management approach for addressing environmental aspects of internal agency operations and activities, including environmental aspects of energy and transportation functions, (ii) establishment of agency objectives and targets to ensure implementation of this order, and (iii) collection, analysis, and reporting of information to measure performance in the implementation of this order;

(c) establish within the agency programs for (i) environmental management training, (ii) environmental compliance review and audit, and (iii) leadership awards to recognize outstanding environmental, energy, or transportation management performance in the agency;

(d) within 30 days after the date of this order (i) designate a senior civilian officer of the United States, compensated annually in an amount at or above the amount payable at level IV of the Executive Schedule, to be responsible for implementation of this order within the agency, (ii) report such designation to the Director of the Office of Management and Budget and the Chairman of the Council on Environmental Quality, and (iii) assign the designated official the authority and duty to (A) monitor and report to the head of the agency on agency activities to carry out subsections (a) and (b) of this section, and (B) perform such other duties relating to the implementation of this order within the agency as the head of the agency deems appropriate;

(e) ensure that contracts entered into after the date of this order for contractor operation of government-owned facilities or vehicles require the contractor to comply with the provisions of this order with respect to such facilities or vehicles to the same extent as the agency would be required to comply if the agency operated the facilities or vehicles;

(f) ensure that agreements, permits, leases, licenses, or other legally-binding obligations between the agency and a tenant or concessionaire entered into after the date of this order require, to the extent the head of the agency determines appropriate, that the tenant or concessionaire take actions relating to matters within the scope of the contract that facilitate the agency's compliance with this order;

(g) provide reports on agency implementation of this order to the Chairman of the Council on such schedule and in such format as the Chairman of the Council may require; and

(h) provide information and assistance to the Director of the Office of Management and Budget, the Chairman of the Council, and the Federal Environmental Executive.

Sec. 4. *Additional Duties of the Chairman of the Council on Environmental Quality.* In implementing the policy set forth in section 1 of this order, the Chairman of the Council on Environmental Quality:

(a) (i) shall establish a Steering Committee on Strengthening Federal Environmental, Energy, and Transportation Management to advise the Director of the Office of Management and Budget and the Chairman of the Council on the performance of their functions under this order that shall consist exclusively of (A) the Federal Environmental Executive, who shall chair, convene and preside at meetings of, determine the agenda of, and direct the work of, the Steering Committee, and (B) the senior officials designated under section 3(d)(i) of this order, and (ii) may establish subcommittees of the Steering Committee, to assist the Steering Committee in developing the advice of the Steering Committee on particular subjects;

(b) may, after consultation with the Director of the Office of Management and Budget and the Steering Committee, issue instructions to implement this order, other than instructions within the authority of the Director to issue under section 5 of this order; and

(c) shall administer a presidential leadership award program to recognize exceptional and outstanding environmental, energy, or transportation management performance and excellence in agency efforts to implement this order.

Sec. 5. *Duties of the Director of the Office of Management and Budget.* In implementing the policy set forth in section 1 of this order, the Director of the Office of Management and Budget shall, after consultation with the Chairman of the Council and the Steering Committee, issue instructions to the heads of agencies concerning:

(a) periodic evaluation of agency implementation of this order;

(b) budget and appropriations matters relating to implementation of this order;

(c) implementation of section 2(d) of this order; and

(d) amendments of the Federal Acquisition Regulation as necessary to implement this order.

Sec. 6. *Duties of the Federal Environmental Executive.* A Federal Environmental Executive designated by the President shall head the Office of the Federal Environmental Executive, which shall be maintained in the Environmental Protection Agency for funding and administrative purposes. In implementing the policy set forth in section 1 of this order, the Federal Environmental Executive shall:

(a) monitor, and advise the Chairman of the Council on, performance by agencies of functions assigned by sections 2 and 3 of this order;

(b) submit a report to the President, through the Chairman of the Council, not less often than once every 2 years, on the activities of agencies to implement this order; and

(c) advise the Chairman of the Council on the Chairman's exercise of authority granted by subsection 4(c) of this order.

Sec. 7. *Limitations.* (a) This order shall apply to an agency with respect to the activities, personnel, resources, and facilities of the agency that are located within the United States. The head of an agency may provide that this order shall apply in whole or in part with respect to the activities, personnel, resources, and facilities of the agency that are not located within the United States, if the head of the agency determines that such application is in the interest of the United States.

(b) The head of an agency shall manage activities, personnel, resources, and facilities of the agency that are not located within the United States, and with respect to which the head of the agency has not made a determination under subsection (a) of this section, in a manner consistent with the policy set forth in section 1 of this order to the extent the head of the agency determines practicable.

Sec. 8. *Exemption Authority.* (a) The Director of National Intelligence may exempt an intelligence activity of the United States, and related personnel, resources, and facilities, from the provisions of this order, other than this subsection and section 10, to the extent the Director determines necessary to protect intelligence sources and methods from unauthorized disclosure.

(b) The head of an agency may exempt law enforcement activities of that agency, and related personnel, resources, and facilities, from the provisions of this order, other than this subsection and section 10, to the extent the head of an agency determines necessary to protect undercover operations from unauthorized disclosure.

(c) (i) The head of an agency may exempt law enforcement, protective, emergency response, or military tactical vehicle fleets of that agency from the provisions of this order, other than this subsection and section 10.

(ii) Heads of agencies shall manage fleets to which paragraph (i) of this subsection refers in a manner consistent with the policy set forth in section 1 of this order to the extent they determine practicable.

(d) The head of an agency may submit to the President, through the Chairman of the Council, a request for an exemption of an agency activity, and related personnel, resources, and facilities, from this order.

Sec. 9. *Definitions.* As used in this order:

(a) "agency" means an executive agency as defined in section 105 of title 5, United States Code, excluding the Government Accountability Office;

(b) "Chairman of the Council" means the Chairman of the Council on Environmental Quality, including in the Chairman's capacity as Director of the Office of Environmental Quality;

(c) "Council" means the Council on Environmental Quality;

(d) "environmental" means environmental aspects of internal agency operations and activities, including those environmental aspects related to energy and transportation functions;

(e) "greenhouse gases" means carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride;

(f) "life-cycle cost-effective" means the life-cycle costs of a product, project, or measure are estimated to be equal to or less than the base case (i.e., current or standard practice or product);

(g) "new renewable sources" means sources of renewable energy placed into service after January 1, 1999;

(h) "renewable energy" means energy produced by solar, wind, biomass, landfill gas, ocean (including tidal, wave, current and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project;

(i) "energy intensity" means energy consumption per square foot of building space, including industrial or laboratory facilities;

(j) "Steering Committee" means the Steering Committee on Strengthening Federal Environmental, Energy, and Transportation Management established under subsection 4(b) of this order;

(k) "sustainable" means to create and maintain conditions, under which humans and nature can exist in productive harmony, that permit fulfilling

the social, economic, and other requirements of present and future generations of Americans; and

(l) "United States" when used in a geographical sense, means the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Northern Mariana Islands, and associated territorial waters and airspace.

Sec. 10. *General Provisions.* (a) This order shall be implemented in a manner consistent with applicable law and subject to the availability of appropriations.

(b) Nothing in this order shall be construed to impair or otherwise affect the functions of the Director of the Office of Management and Budget relating to budget, administrative, or legislative proposals.

(c) This order is intended only to improve the internal management of the Federal Government and is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by a party against the United States, its departments, agencies, instrumentalities, entities, officers, employees or agents, or any other person.

Sec. 11. *Revocations; Conforming Provisions.* (a) The following are revoked:

(i) Executive Order 13101 of September 14, 1998;

(ii) Executive Order 13123 of June 3, 1999;

(iii) Executive Order 13134 of August 12, 1999, as amended;

(iv) Executive Order 13148 of April 21, 2000; and

(v) Executive Order 13149 of April 21, 2000.

(b) In light of subsection 317(e) of the National Defense Authorization Act for Fiscal Year 2002 (Public Law 107–107), not later than January 1 of each year through and including 2010, the Secretary of Defense shall submit to the Senate and the House of Representatives a report regarding progress made toward achieving the energy efficiency goals of the Department of Defense.

(c) Section 3(b)(vi) of Executive Order 13327 of February 4, 2004, is amended by striking "Executive Order 13148 of April 21, 2000" and inserting in lieu thereof "other executive orders".

THE WHITE HOUSE,
January 24, 2007.

FR Doc. 07–374
Filed 1–25–07; 8:50 am]
Billing code 3195–01–P

Appendix 24: Gross Revenue and Averages

Tally Lake Campground and Day Use

	2009	2010	2011	Average Annual Revenue
May	$4,063.00	$3,666.75	$1,135.50	
June	$11,431.81	$6,721.34	$5,666.50	
July	$18,783.00	$24,081.00	$16,970.75	
August	$16,064.00	$14,251.45	$16,310.45	
September	$6,417.96	$3,408.67	$7,030.44	
October	$39.00	$299.00	$26.00	
Firewood Sales	$625.00	$425.00	$600.00	
NRRS Advance Reservations	$5,326.75	$5,743.19	$7,776.31	
	==========	==========	==========	==========
	$62,750.52	$58,596.40	$55,515.95	**$58,954.29**

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Appendix 25 Sample Evaluation Criteria for a Business Plan

Name of Business: _____ Date: _____

Evaluation Criteria
For
Business Plan

- Did the applicant follow the sample business plan outline?
  - YES_____ NO_____ Partially ____

1. Part I – The Business (Purpose & Goals)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

2. Part I – The Business (Description of Business)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

3. Part I – The Business (Legal Structure)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

4. Part I – The Business (Location of Business)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

5. Part I – The Business (Market & Customers)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

6. Part I – The Business (Competitive Analysis)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

7. Part I – The Business (Management)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

8. Part I – The Business (Personnel)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

9. Part II – Financial Data (Capital Equipment)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

10. Part II – Financial Data (Start-Up Expenses)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

11. Part II – Financial Data (Sources & Uses of Financing)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

12. Part II – Financial Data (Monthly Cash Flow Projections)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

13. Part II – Financial Data (Start up Balance Sheet)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

14. Part II – Financial Data (Start-Up Income Projections)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

15. Part III – Historical Financial Reports

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

16. Part IV – Supporting Documents

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

17. Part V – Appendices (Legal Organization)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

18. Part V – Appendices (Break-Even Analysis)

Meets Basic Requirements	Does Not Meet	Exceeds	Not Responsive

Comments/Concerns:

_____

_____

_____

_____

_____

19. General Evaluation of Plan as a Whole

Meets Basic Requirements	Does Not Meet	Exceeds

Comments/Concerns: