Appendix 3:
Inventory of Government Owned Property

Prospectus for the Operation & Maintenance of Forest Recreation Facilities -
Jackson and Buffalo Ranger Districts, Bridger-Teton National Forest

Name: Hatchet Campground **Site Number: 1**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	
Fee Signs	Log and Plywood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs			
Information Board		1	
Bulletin Boards	Log, Plywood, Plexiglas	1	
Site Security Gate			
Sidewalk	Concrete	1	Path to Toilet
Footbridge			
Trails/Paths	Native soil	1	User generated
Fence			
Dumpster	Steel	1	Bear resistant
Toilet	Vault	1	1 riser
Water System	Well	1	Shared with Blackrock Office
Water Holding Tank	Metal		
Water Distribution Line	PVC	350 ft	Connecting Campground
Hydrants & Fountains	Faucets	2	
Electrical			
Single Family Sites	Crushed Aggregate	9	
Group Sites			
Host Site			Managed by Hosts from Turpin CG
Unit number posts	Post, with wood #'s	9	
Fire Rings	Steel	9	W/Drop down grills
Pedestal Grills			
Tables	Wood, Steel	9	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot			
Barriers	Log and Block		Old
Bear Proof Storage Box	Steel	9	
Food Meat Storage Pole			
Hitch rails			
Corrals			
Water Trough			

Name: Pacific Creek Campground **Site Number: 2**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Wood	2	
Information Board	Wood	1	
Bulletin Boards	Log, Plywood, Plexiglas	1	
Site Security Gate		0	
Stairways			
Footbridge			
Trails/Paths	Native soil		Access to Teton Wilderness, and User Generated
Fence	Buck and Pole	1	
Dumpster		0	Pack-It-In /Pack-It-Out
Toilet	CXT Vault	2	2 riser
Water System	Artesian Well	1	Water has high Alkali content
Water Holding Tank			
Water Distribution Line	Steel, PVC		
Hydrants & Fountains	Faucets	2	One near Host, One near water Trough
Electrical			
Single Family Sites	Crushed Aggregate	8	This campground is located within an area frequented by bears. A special order requiring hard-sided trailers only may be issued in the future and has been issued for 2 of the last 3 years.
Group Sites			
Host Site	Crushed Aggregate, Vault, Water	1	On Western Loop
Unit number posts	Post, w/Wood #'s	7	
Fire Rings	Steel	9	W/Drop down grills
Pedestal Grills			
Tables	Wood, Steel	9	8 foot tops and benches
Table Pads			
Tent Pads		9	
Interior Road	Crushed Aggregate		
Parking Lot	Crushed Aggregate		
Barriers	Log and Block, Concrete		
Bear Proof Storage Box	Steel	6	Block Cribs Secured with Chain
Food Meat Storage Pole	Steel	3	Steel tripod
Hitch rails	Steel	4	Two At Corrals, one on each end of CG
Corrals	Steel Panels, w/Steel Gates	1	Corral has six sections
Water Trough	Steel	1	

Name: Sheffield Campground **Site Number: 3**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	Sign Belongs to Teton National Park
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Wood	2	
Information Board	Wood	1	At trailhead, Wilderness Regulations
Bulletin Boards	Log, Plywood	1	Two Panels
Site Security Gate		0	
Stairways			
Creek Crossing	Concrete, Native Rock	1	Not safe during high water
Trails/Paths	Native soil		Access to Teton Wilderness, and User Generated
Fence	Buck and Pole	1	Wilderness Boundary
Dumpster		0	Pack-It-In/Pack-It-Out
Toilet	CXT Vault	1	1 Riser
Water System			
Water Holding Tank			
Water Distribution Line			
Hydrants & Fountains	Hand Pump	1	Water Not Potable- Stock use only
Electrical			
Single Family Sites	Crushed Aggregate	5	
Group Sites			
Host Site	Crushed Aggregate, Vault		Managed by Turpin CG
Unit number posts	Post, w/Wood #'s	5	
Fire Rings	Steel	5	W/Drop down grills
Pedestal Grills			
Tables	Wood, Steel	5	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot	Crushed Aggregate		
Barriers	Log and Block		
Bear Proof Storage Box	Steel	5	Block Cribs Secured with Chain
Food Meat Storage Pole	Steel	1	One steel tripod
Hitch rails	Steel	2	At Corrals
Corrals	Steel Panels, w/Steel Gates	1	Corral has six sections
Water Trough			Sheffield Creek Nearby

Name: Turpin Meadow Campground **Site Number: 4**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	
Fee Signs	Log, Plywood	1	
Entrance Fee Tubes	Steel	2	1 at CG & 1 at TH
Road/Regulation Signs	Wood	2	
Information Board			
Bulletin Boards	Log, Plywood, Plexiglas	1	
Site Security Gate	Post and Pole	2	
Stairways			
Footbridge		0	
Trails/Paths	Native soil		Access to Teton Wilderness and User Generated
Fence	Buck and Pole		
Dumpster	Steel-Dumpster	1	Bear Resistant, rented from Westbank
Toilet	CXT Vault	3	5 Risers
Water System	Well	1	
Water Holding Tank			
Water Distribution Line	PVC	4	2 to stock tank, 2 to hydrants
Hydrants & Fountains	Freeze Back Faucets	4	2 in CG, 2 at Corrals at TH
Electrical			In host site
Single Family Sites	Crushed Aggregate	18	
Group Sites			
Host Site	Crushed Aggregate, Vault, Water, Electric	1	At Trailhead
Unit number posts	Post, w/Wood #'s	18	
Fire Rings	Steel	19	W/Drop down grills
Pedestal Grills			
Tables	Wood, Steel	22	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot	Crushed Aggregate		
Barriers	Log and Block, Concrete		Old
Bear Proof Storage Box	Steel	19	W/Block Cribs Secured with Chain
Food Meat Storage Pole	Steel	1	
Hitch rails	Steel	22	One in each camp site & two at each Corral
Corrals	Steel Panels, w/Steel Gates	2	Corral has four sections
Water Trough	Steel	4	Cribbed w/Railroad Ties and Gravel 2 at each Corral
Cattle Guard	Steel	1	

Name: Little Cottonwood Group Campground **Site Number: 5**

Item	Type	Quantity	Remarks
Site Entrance Sign			
Fee Signs			Reserve through Reserve USA
Entrance Fee Tubes			
Road/Regulation Signs			
Information Board	Wood	1	
Bulletin Boards	Wood	1	
Site Security Gate	Steel	1	
Stairways			
Footbridge			
Trails/Paths			User Generated
Fence			
Dumpster	Steel-Dumpster	1	Bear Resistant
Toilet	Vault	1	2 Risers
Water System	Spring Box		
Water Holding Tank			
Water Distribution Line			
Hydrants & Fountains	Faucets	3	
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites			
Group Sites	Crushed Aggregate, Native Soil	1	5 parking pads w/table, fire ring and grill at each pad
Host Site		0	Managed by Hosts at Station Creek CG
Unit number posts			
Fire Rings	Steel	5	No grills
Pedestal Grills		0	
Tables	Wood	8	8 foot Tops and Benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot			
Barriers	Native Rock		
Bear Proof Storage Box		4	
Food Meat Storage Pole			

Name: Curtis Campground **Site Number: 6**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	2	One each at entrance to Campground and Overlook
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Steel, Wood, Fiberglass	2	
Information Board			
Bulletin Boards	Wood	3	Single Panels
Site Security Gate	Steel	1	Two 21 foot sections joined in center
Stairways			
Footbridge			
Trails/Paths	Native Soils	3	User Generated
Fence	Puck and Pole	2	16 foot sections to prevent vehicles
Dumpster	Steel- Dumpster	1	Bear resistant
Toilet	Vault	2	4 risers
Water System	Spring Box	1	
Water Holding Tank			
Water Distribution Line	PVC	2500 ft	
Hydrants & Fountains	Faucets	3	
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites	Crushed Aggregate	11	
Group Sites			
Host Site	Crushed Aggregate, Water	1	Site # 2
Unit number posts	Steel, Wood	12	
Fire Rings	Steel	12	
Pedestal Grills		12	
Tables	Wood	12	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot	Crushed Aggregate		
Barriers	Native Rock, Log & Block		Log and block very old needs to be replaced
Bear Proof Storage Box		5	
Food Meat Storage Pole			

Name: Crystal Creek Campground **Site Number: 7**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs			
Information Board			
Bulletin Boards	Wood	1	
Site Security Gate		0	
Stairways			
Footbridge			
Trails/Paths	Native Soil	3	User generated, leading to Creek
Fence		0	
Dumpster		0	Pack it to Atherton Campground
Toilet	Vault	1	
Water System	Hand Pump	1	
Water Holding Tank			
Water Distribution Line			
Hydrants & Fountains	Hand Pump	1	
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites	Crushed Aggregate	6	
Group Sites			
Host Site			Managed by Atherton
Unit number posts		6	
Fire Rings	Steel	6	
Pedestal Grills		0	
Tables	Wood, Steel	6	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot			
Barriers			
Bear Proof Storage Box	Steel	6	
Food Meat Storage Pole			

Name: Crystal Creek Overflow Campground **Site Number: 8**

Item	Type	Quantity	Remarks
Site Entrance Sign		1	Replaced in 2013
Fee Signs			
Entrance Fee Tubes			Across the road at Crystal Creek CG
Road/Regulation Signs			
Information Board			
Bulletin Boards	Wood	1	
Site Security Gate		0	
Stairways		0	
Footbridge		0	
Trails/Paths		3	User generated
Fence			
Dumpster		0	
Toilet		0	Across road at Crystal Creek CG
Water System		0	Across road at Crystal Creek CG
Water Holding Tank		0	
Water Distribution Line		0	
Hydrants & Fountains		0	
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites			
Group Sites		1	
Host Site			Managed By Atherton
Unit number posts		0	
Fire Rings	Steel	2	
Pedestal Grills			
Tables	Wood Frame	8	
Table Pads	Crushed Aggregate	2	
Tent Pads			
Interior Road		1	Half Circle
Parking Lot		1	Large grass parking area
Barriers	Post and Log	12	
Bear Proof Storage Box	Steel	1	
Food Meat Storage Pole			

Name: Hoback Campground **Site Number: 9**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	Double Sided
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Metal, Wood	2-M, 2-W	Approach and interior directions
Information Board	Wood	1	
Bulletin Boards	Wood	1	
Site Security Gate	Steel	1	Steel Pipe, two 21 foot, joined in center
Stairways			
Footbridge			
Trails/Paths	Native Material	4	User Generated, leading to River
Fence	Wood	1	Firewood Storage
Dumpster	Steel-Dumpster	1	Bear Resistant
Toilet	Vault	2	4 Risers
Water System	Well	1	Electric. Across Hoback River at old campground.
Water Holding Tank			
Water Distribution Line	Steel and PVC	2000 ft	
Hydrants & Fountains	Faucets	5	
Electrical			Across the River to Run Well
Amphitheater			
Boat Ramp/Dock			
Single Family Sites	Paved, w/Native soils	13	
Picnic Sites	Native soils	4	No fee for picnic sites
Group Sites			
Host Site	Native Soil	1	Site # 1, Host covers Kozy CG
Unit number posts	Steel, & Wood	14	
Fire Rings	Steel	14	
Pedestal Grills		14	
Tables	Wood, Steel, & Concrete	18	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Paved		
Parking Lot			
Barriers	Native Rock		
Bear Proof Storage Box		8	

Name: Granite Campground **Site Number: 10**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	Single Sided
Fee Signs	Log, Plywood	1	Double panel
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Wood	4	
Information Board	Wood	3	
Bulletin Boards	Wood	3	Older Boards
Site Security Gate	Steel	2	One gate each closing the two interior loops
Quarters/Changing			
Other Buildings			
Stairways			
Footbridge			
Trails/Paths	Native Material	6	User Generated
Fence	Post, & Pole	500 ft	
Dumpster	Steel-Dumpster; Recycling container (for small propane canisters)	4 1	Bear Resistant Bear Resistant
Toilet	Vault	2 Flush 5 Vault	Flush toilets have not been operational for years and may be decommissioned.
Water System	Spring		
Water Holding Tank			
Water Distribution Line			
Hydrants & Fountains		9	
Electrical			
Amphitheater	Wood Screen, Log & Plank Bench		
Boat Ramp/Dock	n/a		
Single Family Sites	Crushed Aggregate, Native	51	
Group Sites			
Host Site	#10	1	
Unit number posts	Wood	52	
Fire Rings	Steel	52	
Pedestal Grills	Steel	50	
Tables	Wood & Concrete	52	8 foot tops and benches
Table Pads			
Tent Pads	Plank & Gravel		
Interior Road	Crushed Aggregate		
Parking Lot	N/a		
Barriers	Native Rock, Log & Block		
Bear Proof Storage Box		5	

Name: East Table Group Campground **Site Number: 11**

Item	Type	Quantity	Remarks
Site Entrance Sign			
Fee Signs			
Entrance Fee Tubes			To be added to Reserve USA system
Road/Regulation Signs			
Information Board	Wood	1	
Bulletin Boards	Wood		
Site Security Gate	Steel	1	Two Ranch Style Powder River
Stairways			
Footbridge			
Trails/Paths			User Generated
Fence			
Dumpster			Garbage Available at East Table CG
Toilet	CXT Vault	1	
Water System	Solar		Water Available at East Table CG
Water Holding Tank			
Water Distribution Line			
Hydrants & Fountains			
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites			Up to 8 Walk-in Areas
Group Sites		1	One group of 35
Host Site			Available through Hosts at East Table
Unit number posts			
Fire Rings	Steel	1	Group size
Pedestal Grills		2	
Tables	Wood, Metal	10	8 foot tops and benches
Table Pads	Crushed Aggregate		
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot	Crushed Aggregate		
Barriers	Native Rock		
Bear Proof Storage Box		1	
Food Meat Storage Pole			

Name: East Table Campground **Site Number: 12**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	Double Sided
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs			
Information Board	Wood	1	
Bulletin Boards	Wood	2	
Site Security Gate	Steel	1	Two 21 foot sections closing in center
Stairways			
Footbridge			
Trails/Paths	Native Soils	3	User Generated, leading to Snake River
Fence	Wood	1	Firewood Storage
Dumpster	Steel-Dumpster Recycling container (for small propane canisters)	1 1	Bear Resistant Bear Resistant
Toilet	Vault	5	5 risers
Water System	Spring Box w/Solar	1	
Water Holding Tank	Steel		
Water Distribution Line	PVC	1400 ft	
Hydrants & Fountains	Faucets	6	
Electrical			
Amphitheater	Wood Screen, Log Benches		
Boat Ramp/Dock			
Single Family Sites	Crushed Aggregate, Native Soil	21	
Group Sites			
Host Site	Crushed Aggregate, Vault, Water	1	
Unit number posts	Wood	21	
Fire Rings	Steel	21	
Pedestal Grills	Steel	21	
Tables	Wood, Concrete	21	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot			
Barriers	Native Rock, & Log		
Bear Proof Storage Box		20	
Food Meat Storage Pole			

Name: Station Creek Campground **Site Number: 13**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Wood	1	
Information Board	Wood	1	
Bulletin Boards	Wood	2	
Site Security Gate	Steel	1	Two Ranch Style Powder River
Stairways			
Footbridge			
Trails/Paths			User Generated, leading to Snake River
Fence	Wood	1	Firewood Storage
Dumpster	Steel- Dumpster Recycling container (for small propane canisters)	1 1	Bear Resistant Bear Resistant
Toilet	Vault	2	4 Risers
Water System	Spring Box		
Water Holding Tank	Steel		
Water Distribution Line	PVC	2000 ft	
Hydrants & Fountains	Faucets	4	
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites	Crushed Aggregate	16	
Group Sites			
Host Site	Crushed Aggregate, Vault, Water	1	
Unit number posts	Steel	16	
Fire Rings	Steel	17	11 new in 2003
Pedestal Grills	Steel	17	
Tables	Wood, Steel, Metal	17	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot			
Barriers	Native Rock		
Bear Proof Storage Box		9	
Food Meat Storage Pole			

Name: Station Creek Group Campground **Site Number: 14**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	
Fee Signs			Reserve through Reserve USA
Entrance Fee Tubes			
Road/Regulation Signs	Wood	3	
Information Board	Wood	1	
Bulletin Boards	Wood	1	
Site Security Gate	Steel	1	Two Ranch Style Powder River
Stairways			
Footbridge			
Trails/Paths	Crushed Aggregate, Native Soil	1	User Generated and Trailhead
Fence			
Dumpster	Steel-Dumpster	2	Bear Resistant
Toilet	Vault	2	4 risers
Water System	Spring Box		Shared with Station Creek Campground
Water Holding Tank			Shared with Station Creek Campground
Water Distribution Line			Shared with Station Creek Campground
Hydrants & Fountains	Faucets	2	
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites			
Group Sites	Crushed Aggregate	2	
Host Site			Managed by hosts at Station Creek CG
Unit number posts	Wood	2	A & B
Fire Rings	Steel	2	One in each site
Pedestal Grills	Steel	4	Two in each site
Preparation Table	Steel	4	Two in each site
Tables	Wood w/Steel Frame	12	6 at each site, 8 foot tops and benches
Table Pads	Crushed Aggregate	2	1 at each site
Tent Pads	Crushed Aggregate	8	4 at each site
Interior Road	Crushed Aggregate		
Parking Lot	Crushed Aggregate		
Barriers	Native Rock, & Log		
Bear Proof Storage Box		4	Two in each site
Food Meat Storage Pole			

Name: Wolf Creek Campground **Site Number: 15**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	2	
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Wood	3	
Information Board	Wood	2	
Bulletin Boards	Wood	1	
Site Security Gate	Steel	3	
Tunnel under highway	Concrete	1	
Footbridge			
Trails/Paths	Crushed Aggregate	4	
Fence			
Dumpster	Steel	1	
Toilet	Vault	3	
Water System	Solar	2	
Water Holding Tank			
Water Distribution Line	PVC	2000 ft	
Hydrants & Fountains	Faucets	2	
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites	Crushed Aggregate	20	
Host Site	Crushed Aggregate	1	
Unit number posts	Wood	20	
Fire Rings/Grill	Steel	21	
Pedestal Grills		21	
Tables	Wood, Steel	21	
Table Pads	Crushed Aggregate	21	
Tent Pads	Crushed Aggregate	21	
Interior Road	Asphalt	3 loops	
Parking Lots	Asphalt	20	
Barriers	Native Rock		
Bear Proof Storage Box	Steel	21	
Food Meat Storage Pole	Wood	6	

Name: Granite Hot Springs Pool **Site Number: 16**

Site Entrance Sign	Wood	2	One near Highway, One at Entrance to Parking Area at Pool
Fee Signs	Wood	1	Posted on Building at Pool;
Entrance Fee Tubes	n/a		
Road/Regulation Signs	Wood	5	
Information Board	Wood	6	At Pool, Routed
Bulletin Boards	Log, Plywood	1	At Staging Area
Site Security Gate	Steel	3	1 Staging Area, 1 Pool Parking, & 1 at Pool
Attendants' Quarters - Changing	Wood frame, concrete	1	Attendants' Quarters w/changing rooms
Other Buildings	Log	1	Old shower building
Pool	Concrete	1	
Decking	Log & Plank	1	Continuous
Benches	Log & Plank		On deck surrounding Pool
Stairways	Log & Plank	1	Leading to Pool & Changing rooms
Footbridge	Concrete, Steel, & Log	1	Can support Vehicle if needed
Trails/Paths	Native Materials, & Planks	2	Access to Gros Ventre Wilderness, Pool, and User Generated
Fence			
Dumpster/Can	Steel-Can	2	Bear Resistant
Toilet	Vault	1	ADA, 2 risers
Water System			Bottled drinking water sold at pool
Water Holding Tank			
Water Distribution Line			
Hydrants & Fountains			
Single Family Sites			
Picnic Sites	Crushed Aggregate	5	Fees charged for us of pool only
Host Site			
Unit number posts			
Fire Rings			
Pedestal Grills			
Tables	Wood & Steel	5	Fees charged for use of pool only
Table Pads			
Tent Pads			
Interior Road			
Parking Lot	Crushed Aggregate	1	1 at Pool, 1 at Staging Area
Barriers	Native Rock, & Soil		

Name: Kozy Campground **Site Number: 17**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	1	Double-Sided
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Metal, Wood	3	
Information Board	Plywood Frame	1	
Bulletin Boards			
Site Security Gate	Steel, w/Log Posts	1	Ranch style Powder River on log post
Stairways			
Footbridge			
Trails/Paths	Native Material	3	User generated, leading to Creek
Fence			
Dumpster	Pack it to Hoback	0	
Toilet	Vault	1	1 Riser
Water System	Hand Pump	1	
Water Holding Tank			
Water Distribution Line			
Hydrants & Fountains		1	W/pump
Electrical			
Amphitheater			
Boat Ramp/Dock			
Single Family Sites	Paved, & Native soils	8	
Group Sites			
Host Site	n/a		Host from Hoback takes care of this site
Unit number posts	Steel	8	Steel w/Wood #
Fire Rings	Steel	8	
Pedestal Grills		8	
Tables	Wood & Concrete	8	8 foot tops and benches
Table Pads			
Tent Pads			
Interior Road	Paved		
Parking Lot	n/a		
Barriers	Native Rock		
Bear Proof Storage Box		2	
Food Meat Storage Pole			

Name: Atherton Campground **Site Number: 18**

Item	Type	Quantity	Remarks
Site Entrance Sign	Wood	2	
Fee Signs	Wood	1	
Entrance Fee Tubes	Steel	1	
Road/Regulation Signs	Wood	3	
Information Board	Wood	2	
Bulletin Boards	Wood	1	
Site Security Gate	Steel	2	Four 21 foot sections closing campground
Benches	Wood	1	Interpretive Trail
Trails/Paths	Crushed Aggregate, Native Soils	4	Some User Generated
Dumpster	Steel Recycling container (for small propane canisterss)	2 1	Bear Resistant Bear Resistant
Toilet	Vault	4	8 risers
Water System	Well, Hand Pump	1-W 1-HP	Electric Well
Water Holding Tank			
Water Distribution Line	PVC	2000 ft	
Hydrants & Fountains	Faucets	6	
Electrical			Well, Manager, and Host Site
Amphitheater			
Boat Ramp/Dock	Concrete Ramp, Metal Dock	1-R 1-D	
Single Family Sites	Crushed Aggregate	20	
Picnic Sites	Crushed Aggregate	4	
Manager Site	Crushed Aggregate, Water, Vault, Electric	1	
Host Site	Crushed Aggregate, Water, Vault, Electric	1	
Unit number posts	Wood	22	
Fire Rings	Steel	26	W/drop down grills
Pedestal Grills			
Tables	Wood, w/Steel	26	
Table Pads	Crushed Aggregate, Planks	22	
Tent Pads			
Interior Road	Crushed Aggregate		
Parking Lot	Paved, & Crushed Aggregate	1	Boat Dock
Barriers	Native Rock		
Bear Proof Storage Box		9	

Appendix 4
Special Use Permit (FS-2700-4h)

Prospectus for the Operation & Maintenance of Forest Recreation Facilities-
Jackson and Buffalo Ranger Districts, Bridger-Teton National Forest

Authorization ID: Contact ID: Use Code: 141 Expiration Date:	FS-2700-4h (10/09) 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)

_____ is hereby authorized to use and occupy National Forest System lands, subject to the conditions below, on the Bridger-Teton National Forest.

Authorization to operate and maintain developed recreation sites on the Teton Division of the Bridger-Teton National Forest.

THIS permit covers ___ acres or ___ 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 appendices 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 _____, ____years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

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

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

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

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

authorized structures and developments, the lands and waters covered by this permit shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads shall remain open to the public, except for roads that may be closed by joint agreement of the holder and the authorized officer.

H. CHANGE IN CONTROL

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

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

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

II. OPERATIONS, MAINTENANCE, AND RECONDITIONING

A. ANNUAL OPERATING PLAN

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

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

3. The holder shall perform a condition survey of the water system each year before it is opened. The holder shall prepare a brief written report that notes all deficiencies that may render compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and other applicable regulatory requirements infeasible. The condition survey report shall also include a detailed description of all water system deficiencies and/or repair work which the holder has identified as requiring corrective action in order for the system to be in compliance with Appendix F of this permit and applicable Federal and State safe drinking water regulation. If repair work is necessary, a repair plan shall be attached to the condition survey report. The repair plan shall identify all water system components requiring repair, estimated costs for repair and the approximate time schedule to complete the repair. The report shall be sent to the authorized officer at least two weeks prior to opening the system for the season. All deficiencies shall be corrected to the satisfaction of the Forest Service prior to opening the system. Corrections and the date they were made shall be recorded in the condition survey. If the system operates throughout the year, the condition survey shall be submitted to the Forest Service by January 15 each year.

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

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

D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN. The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder

maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

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

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

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

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

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

I. NONDISCRIMINATION.

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

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

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

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

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

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

III. RIGHTS AND LIABILITIES

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

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

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

D. WATER RIGHTS AND WATER FACILITIES

1. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state, 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. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System 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 campgrounds authorized by this permit. If the use of any water facilities in connection with these campgrounds 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.

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:

$ Amount for injury or death to one person,

$ Amount for injury or death to more than one person, and

$ Amount for third-party property damage.

2. Property. The holder shall have in force property insurance for identify the federal property to be ins in the minimum amount of $ Amount which represents replacement in kind or functional replacem 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.

☐ **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 $ $1,000,000.00 as a combined single limit per occurrence.

2. Property. The holder shall have in force property insurance for identify the federal property to be ins in the minimum amount of $ Amount which represents replacement in kind or functional replacem 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.

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

K. PERFORMANCE BOND. The authorized officer may at any time during the term of this permit require the holder to furnish a bond or other security to secure any or all of the obligations imposed by the terms of this permit or any applicable

law, regulation, or order. The following terms shall apply if a bond is required.

1. Amount and Form of Bonding. As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of #PERF_BOND_AMOUNT#. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.

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

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

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

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

IV. PERMIT FEES AND ACCOUNTING RECORDS

A. PERMIT FEES. The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the 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 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 Insert Date - SEE USER NOTE - Recommend June 3, and on Insert Date - SEE USER NOTE - Recommend July 3.

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

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

3. Holder-Performed Fee Offset Work.

(a) Work in Lieu of Cash Payments. Notwithstanding clause IV.C.2, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause IV.E.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement, and has been accepted as completed by the Forest Service before the end of the holder's fiscal year.

In the absence of a current, Granger-Thye fee offset agreement, payment must be made pursuant to clause IV.C.2.

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

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

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

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

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

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

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

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in acceptable condition. Maintenance includes preventive

maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

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

3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements Performed by the Holder. The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and improvement project is one costing _____ or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

F. FEE PAYMENT ISSUES

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

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

3. Late Payments

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

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

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

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

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

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

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

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

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

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

V. RESOURCE AND IMPROVEMENT PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the 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., the 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. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA). In accordance with 25 U.S.C. 3002 (d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

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

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 Bridger-Teton 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.

L. Grizzly Bear Protection (R4-D5). This special use authorization includes land which is part of the habitat of the grizzly bear. Therefore, in compliance with Forest Service responsibilities under the Endangered Species Act of 1973, 16 U.S.C. 1531, the following conditions apply to this special use authorization:

a. The Forest Service Authorized Officer may order an immediate temporary suspension of all human activities permitted by this authorization and, if needed, revoke the special use authorization when, in his/her judgment, such action is necessary in order to prevent confrontation or conflict between humans and grizzly bears. The holder shall immediately comply with such order. The United States shall not be liable for any consequences from such a suspension or revocation. Suspension or revocation, may be appealed to the next higher level, as provided in Secretary of Agriculture Regulations.

b. The holder, his/her agents, employees, contractors, and subcontractors will comply with the requirements of the attached Grizzly Bear Management and Protection Plan dated **current** in the conduct of any and all activities authorized. The Forest Service Authorized Officer may review and revise the plan as needed.

c. The holder assumes full responsibility and shall hold the United States harmless from any and all claims by him/her or by third parties for any damages to life or property arising from the activities authorized by this special use authorization and encounters with grizzly bears, or from suspension or revocation of activities authorized by this special use authorization.

d. Intentional or negligent acts by the holder, his/her agents, employees, contractors, and subcontractors that result in injury or death of a grizzly bear will be cause for revocation of this authorization in whole or in part.

e. Failure to comply with provisions a, b, or c may result in suspension or revocation, of this authorization in whole or in part, and may cause criminal action to be taken against the holder under provisions of the Endangered Species Act of 1973, as amended, or other applicable authority.

The Grizzly Bear Management and Protection Plan provided for in paragraph b above will, as a minimum, address the following:

a. Camp locations and period of time each location is to be used.
b. Areas to avoid or enter, by type of activities, schedule.
c. Seasonal or other human activity limitations.
d. Livestock and Pets: 1) by location; 2) numbers: 3) types (horses, dogs, and so forth); and 4) treatment of carcasses.
e. Food Storage: 1) livestock and pets; and 2) human.
f. Food preparation and cleanup.
g. Garbage and Refuse Disposal: 1) livestock and pets; and 2) human.
h. Storage of game meat, if applicable.
i. Suggestions for minimizing direct conflict.
j. Human safety.

M. Property Insurance - Government Owned Improvements (B9). Property Insurance. 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 the 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.

N. Regulating Services and Rates (X22). The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services permitted by the authorization. Such prices and services may be regulated by the Forest Service: Provided, that the holder shall not be required to charge prices lower than those charged by comparable or competing enterprises.

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

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 one (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 5
Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B)

Prospectus for the Operation & Maintenance of Forest Recreation Facilities-
Jackson and Buffalo Ranger Districts, Bridger-Teton National Forest

USDA Forest Service

OMB 0596-0082
FS-2700-4h, Appendix B (v.05/09)

Authorization ID
Contact ID
Expiration 10/31/2012

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

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

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

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

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

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

Description of Project	Due Date	Estimated Cost	Completion Date	Actual Cost
[itemize projects]				

Signed:_____

Holder or Holder's Agent Date

Signed:_____

Authorized Officer Date

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, 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 6

Granger-Thye Operation of Federally Owned Drinking Water Systems (FS-2700-4h, Appendix F)

Prospectus for the Operation & Maintenance of Forest Recreation Facilities-
Jackson and Buffalo Ranger Districts, Bridger-Teton National Forest

APPENDIX F:
OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS

I. INTRODUCTION

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

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

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

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

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

II. APPLICABLE DEFINITIONS

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

B. Condition Survey. An onsite review of the facilities, equipment, and operation and maintenance of the a drinking water system to evaluate the adequacy of those elements for producing and distributing safe drinking water and meeting FSM and regulatory 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 hand pump wells).

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

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

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

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

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

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

I. Public Water System. As defined in the Safe Drinking Water Act, 42 U.S.C. 300f et seq., as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by State or local regulation if more stringent.

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

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

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

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

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

III. Requirements for Operating Federally Owned Drinking Water Systems

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

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

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

C. Certified Water System Operators. All personnel operating and testing water systems shall be certified as required by federal, State, and local regulations. The permit holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel.

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

completed and is demonstrated to have corrected any deficiencies.

Subsequent Sanitary Surveys. Sanitary surveys shall be conducted on all systems in accordance with applicable State regulations, or more frequently if there are recurring deficiencies. The Forest Service shall conduct regularly scheduled sanitary surveys and the holder shall assist the Forest Service by providing laboratory test results, locating components at the site, operating valves and equipment. However, the permit holder is responsible for coordinating with the Forest Service to ensure that additional sanitary surveys are performed as required in the event of system violations, in accordance with the required follow-up actions set forth below.

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

1. Routine bacteriological analysis indicates, and a bacteriological repeat sample confirms, that coliform bacteria exist.

2. A seasonal system is opened for the season.

3. There is a significant event or change in conditions that may affect the supply or system (e.g., a significant earthquake).

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

Water systems utilizing ground water sources not under the direct influence of surface water shall be disinfected if there is a history of microbiological contamination or when a condition or sanitary survey determines that microbiological contamination could occur, or as required by other applicable law. The permit holder is responsible for ensuring that water systems are disinfected and treated as required. The permit holder is responsible for operating and monitoring any treatment and disinfection system installed by the Forest Service, and for notifying the Forest Service in the event of any treatment system malfunction.

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

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

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

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

1. (a) Routine Sampling for All Systems. The permit holder shall perform microbiological testing for total coliform bacteria at a minimum of one routine sample per month for every full or partial calendar month of operation, for all systems. Each hand pump 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 siting plan, and as follows:

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

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

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

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

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

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

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

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

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

Follow-up Actions for Microbiological Sampling

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

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

				open.
TC+ FC+/EC+	TC+ FC-/EC-	Yes	Yes	See Action 2.
TC+ FC+/EC+	TC+ FC+/EC+	Yes	Yes	See Action 2.
Confluent Growth	See Action 3.	No	No	See Action 3.

TC = Total Coliform EC = E. Coli FC = Fecal Coliform	- = 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.

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

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

ACTION 2: ACUTE VIOLATION

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

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

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

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

Exhibit 2

Primary and Secondary Contaminants

PRIMARY CONTAMINANTS	SECONDARY CONTAMINANTS
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.