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	Appendix 3F
	FS 2700-4h "Special-Use Permit for Campground and Related Granger-Thye Concessions"

The following 14 pages contain form FS-2700-4h, "Special-Use Permit for Campground and Related Granger-Thye Concessions." The last 8 pages contain FS 2700-4h Appendix F, Operating a Federally Owned Water System

<b>U. S. DEPARTMENT OF AGRICULTURE</b>  <b>Forest Service</b>  <b>SPECIAL USE PERMIT FOR</b> <b>CAMPGROUND AND RELATED</b> <b>GRANGER-THYE CONCESSIONS</b>  Authority: Granger-Thye Act, 16 U.S.C. 580d (Ref. FSM 2710)	Holder No.	Issue Date	Expir. Date	
	Type Site	Authority	Auth. Type	
	Region/Forest/District		State/County	
	Cong. Dist.	Latitude	Longitude	

\_\_\_\_\_ of \_\_\_\_\_  
 (Holder Name) (Billing Address - 1)

\_\_\_\_\_ (Billing Address - 2) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

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

<u>FACILITY</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>DISTRICTS</u>
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**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 annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) **[ADD AND ANY OTHER APPENDICES AS NEEDED OR DELETE HIGHLIGHTED TEXT]**, all of which are hereby made a part of this permit.

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

- A. AUTHORITY.** This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.
- B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.
- C. TERM.** This permit will expire at midnight on December 31, \_\_\_\_\_, \_\_\_\_\_ years from the date of issuance, provided that the permit term may be extended for \_\_\_\_\_ years 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 of 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 of control means the sale or transfer of a controlling interest in the partnership or limited liability company. If the holder is an individual, change of 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 result in termination of 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 \_\_\_\_\_ **DATE** 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.

- 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 AND RECONDITIONING PLAN.** The holder at its expense shall perform holder maintenance and reconditioning as defined in clause IV.E.1(c) of this permit under a holder maintenance and reconditioning plan approved by the Forest Service. The holder maintenance and reconditioning plan shall describe required holder maintenance and reconditioning responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.
- 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 authorize 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 her/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. In accordance with Title VII of the Civil Rights Act of 1964, as amended, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap in connection with the use and occupancy authorized by this permit, including maintenance and operation of the authorized improvements.
2. In accordance with Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act of 1975, the holder and the holder's employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex (in educational programs), national origin, age, or handicap by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
3. The holder shall include and require compliance with the above nondiscrimination provisions in any agreement made with a third party with respect to the use and occupancy authorized by this permit.
4. Signs enumerating this nondiscrimination policy shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations as directed by the Forest Service.
5. 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.

### **III. RIGHTS AND LIABILITIES**

- A. LEGAL EFFECT OF THE PERMIT.** This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.
- B. THIRD-PARTY RIGHTS.** This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.
- C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.

- D. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.
- E. RISKS.** The holder assumes all risk of loss of the property. Loss to the property may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.
- F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.F, III.I, and V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.
1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the site. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
  2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.
  3. With respect to roads, the holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear
- G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety or (b) harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

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

**USER NOTES FOR CLAUSE III.I:**

**FOR POLICIES WITH SEPARATE LIMITS OF COVERAGE FOR PERSONAL INJURY OR DEATH AND THIRD-PARTY PROPERTY DAMAGE, USE CLAUSES III.I AND III.I.1, AND DELETE CLAUSE III.I(1).**

**FOR POLICIES WITH COMBINED SINGLE LIMITS OF COVERAGE FOR PERSONAL INJURY OR DEATH AND THIRD-PARTY PROPERTY DAMAGE, USE CLAUSES III.I AND III.I.1(1), AND DELETE CLAUSE III.I.1.**

**IF THE PROSPECTIVE HOLDER IS A STATE OR POLITICAL SUBDIVISION THAT HAS STATUTORY OR CONSTITUTIONAL AUTHORITIES LIMITING ITS LIABILITY OR OBLIGATION TO INDEMNIFY, THE AUTHORIZED OFFICER SHALL PREPARE A RISK ASSESSMENT TO DETERMINE THE POTENTIAL FOR LOSS TO THE UNITED STATES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE PROSPECTIVE HOLDER'S USE AND OCCUPANCY. IF THE AUTHORIZED OFFICER DETERMINES BASED ON THE RISK ASSESSMENT THAT THE POTENTIAL FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE PROSPECTIVE HOLDER'S USE AND OCCUPANCY EXCEEDS THE LIABILITY OR INDEMNIFICATION LIMITATION OF THE STATE OR ITS POLITICAL SUBDIVISION, THE PROSPECTIVE HOLDER SHALL, AS A PRECONDITION TO ISSUANCE OF THIS PERMIT, PROCURE INSURANCE UNDER THE TERMS OF CLAUSE III.I OF THIS PERMIT IN THE AMOUNT DETERMINED IN THE RISK ASSESSMENT THAT EXCEEDS THE LIABILITY OR INDEMNIFICATION LIMITATION OF THE STATE OR ITS POLITICAL SUBDIVISION.**

**IF THE PROSPECTIVE HOLDER IS A FEDERAL AGENCY, USE CLAUSE III.I(1), AND DELETE CLAUSE III.I IN ITS ENTIRETY.**

**TURN OFF USER NOTES TO REMOVE THESE HIGHLIGHTED INSTRUCTIONS FROM THE PRINTED VERSION BEFORE PROVIDING THE PERMIT TO A PROSPECTIVE HOLDER.**

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

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

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

**1(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 \$ \_\_\_\_\_ as a combined single limit.

2. **Casualty.** The holder shall have in force casualty insurance for the federal government property covered by this permit, including the land and government-owned improvements in the minimum amount of \$ \_\_\_\_\_. The types of loss to be covered by this clause shall include but not be limited to fire suppression costs and damage to government-owned improvements and lands covered by this permit. 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.

**I(1) DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES.** As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

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

1. **Amount and Form of Bonding.** As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of \$ \_\_\_\_\_. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.
2. **Sufficiency of Bonding.** The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service.
3. **Remedies.** The bond shall provide that at the Forest Service's sole discretion the surety shall pay the United States for any loss covered by the bond or, in the event of complete default under the permit, shall pay a third party to operate the concession for the balance of the permit term. The bond shall also provide that selection of a third party to operate the site is subject to Forest Service approval. If the holder fails to meet any of the requirements secured under this clause, the Forest Service has the discretion to require the surety to pay the United States for any loss covered by the bond or, in the event of complete default under the permit, to pay a third party to operate the concession for the balance of the permit term, without prejudice to any other rights and remedies of the United States.

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

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

#### **IV. PERMIT FEES AND ACCOUNTING RECORDS**

**A. PERMIT FEES.** The holder shall pay to the USDA, Forest Service, an annual permit fee 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, for the term of this permit. 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 without demand, as provided in clause IV.C. Payments due before commercial operations commence are not refundable, except to the extent they are subject to fee offset under clause 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.

### **USER NOTES FOR CLAUSE IV.C:**

**USE THE PAYMENT SCHEDULE THAT APPLIES, BASED ON THE TOTAL ESTIMATED FEE, AND DELETE THE OTHERS. DELETE THE HIGHLIGHTED INSTRUCTIONS BEFORE PROVIDING THE PERMIT TO A PROSPECTIVE HOLDER.**

## **C. PAYMENT SCHEDULE**

### **[FOR ESTIMATED ANNUAL PERMIT FEES THAT ARE \$2,500 OR LESS]**

The entire estimated annual permit fee shall be paid prior to commencing operations.

### **[FOR ESTIMATED ANNUAL PERMIT FEES THAT ARE MORE THAN \$2,500, BUT NO MORE THAN \$10,000]**

The estimated annual permit fee shall be paid in three installments, once prior to commencing operations, once at the end of the first 30 days of the operating season, and once at mid-season.

### **[FOR ESTIMATED ANNUAL PERMIT FEES THAT ARE MORE THAN \$10,000]**

The estimated annual permit fee shall be paid in multiple installments. The first installment shall be paid prior to commencing operations, and the remainder shall be paid at the beginning of each quarter.

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

**1. Definitions**

**(a) Maintenance.** Preserving or keeping in proper condition or rebuilding, repairing, or replacing. Maintenance does not include construction of new facilities.

**(b) Reconditioning.** Restoring a facility to its original condition or to meet current national or state standards, such as the Uniform Federal Accessibility Standards, Americans With Disabilities Act Accessibility Guidelines, the Uniform Building Code, or state water quality standards. Reconditioning does not include construction of new facilities.

**(c) Holder Maintenance or Reconditioning.** Maintenance or reconditioning 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. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drivebelt 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.

**(d) Government Maintenance or Reconditioning.** Maintenance or reconditioning that arrests deterioration 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; 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 or reconditioning, 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 Granger-Thye fee offset agreement. The agreement shall enumerate the portion of the permit fee that shall be offset by government maintenance and reconditioning and shall specify which projects are to be used for offset that year. The agreement shall also include standards for completion of the projects and examples of allowable costs. 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.

**3. Collection Agreements for Forest Service Oversight for Major Government Maintenance and Reconditioning Projects.** 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 and reconditioning projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance and reconditioning 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. LATE PAYMENT INTEREST, ADMINISTRATIVE COSTS, AND PENALTIES.** Pursuant to the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982, 31 U.S.C. 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, an interest charge shall be assessed on any payment not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual (TFRM-68020.20). Interest shall accrue from the date the payment was due. In the event that two or more billings are required for delinquent accounts, administrative costs associated with processing and handling the delinquent debt shall be recovered. In addition, a penalty of 6 percent per year shall be assessed on any fee amount more than 90 days overdue from the payment due date.

**G. 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.

**H. ADMINISTRATIVE OFFSET AND CREDIT REPORTING.** Pursuant to the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982, 31 U.S.C. 3716, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, any monies that are owed by the United States under this permit to any person or legal entity other than an agency or subdivision of a state or local government may be administratively offset by any delinquent debt the person or legal entity owes to the United States. Information on the person or legal entity's responsibility for the delinquent debt owed the United States may be disclosed to consumer or commercial credit reporting agencies. Under common law, any monies that are owed by the United States under this permit to an agency or subdivision of a state or local government may be administratively offset by any delinquent debt the agency or subdivision of a state or local government owes to the United States.

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

## **V. RESOURCE AND IMPROVEMENT PROTECTION**

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

### **B. WATER SYSTEMS**

1. The holder, as the water supplier and owner or operator of the drinking water system, is responsible for compliance with all applicable federal, state, and local drinking water laws and regulation for the operation and maintenance of a public water system. This includes, but is not limited to, developing, operating and maintaining, and conducting drinking water testing, and taking the appropriate corrective and follow-up actions in accordance with federal, state, and any other applicable requirements. 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.
2. When the holder operates federally-owned systems (e.g., when the permit is authorized under the Granger-Thye Act), the holder shall meet additional requirements for public and non-public water systems consistent with Forest Service Manual (FSM) 7420. Requirements under FSM 7420 applicable to the holder are set forth in Appendix F to the permit entitled "Operation of Federally Owned Drinking Water Systems.
3. 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 notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation.
4. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available 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 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.
5. 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.

- C. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.
- D. PESTICIDE USE.** Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.
- E. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.
- F. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES.** Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.
- G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.
- H. CLEANUP AND REMEDIATION.** Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.
- I. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

## **VI. REVOCATION, SUSPENSION, AND TERMINATION**

- A. REVOCATION AND SUSPENSION.** The Forest Service may suspend or revoke this permit in whole or in part for:
1. Noncompliance with federal, state, or local laws and regulations.
  2. Noncompliance with the terms of this permit.
  3. Reasons in the public interest.
  4. Abandonment or other failure of the holder to exercise the privileges granted.

- 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 each action 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 10 days 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 discretionary decisions or determinations by the authorized officer 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 and type of services provided 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 the holder shall not be required to charge prices significantly different from those charged by comparable or competing enterprises.
- B. ADVERTISING.** The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit or permit area. The fact that the permit area is located on the \_\_\_\_\_ National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.
- C. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.
- D. HOLDER REPRESENTATIVE.** The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.
- E. LIQUOR SALES PROHIBITED.** The sale of liquors or other intoxicating beverages is prohibited in the permit area.
- F. GAMBLING.** Gambling or gambling devices shall not be permitted on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.
- G. FIREWORKS.** The sale of fireworks is prohibited on land covered by this permit. Possession or use of fireworks on land covered by this permit is also prohibited without prior written approval from the authorized officer.
- H. DISORDERLY CONDUCT.** Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for revocation of this permit.
- I. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.
- J. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
- K. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any provisions in the appendices attached to this permit, the preceding printed clauses shall control.
- L. PAPERWORK REDUCTION ACT COMPLIANCE.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety.

This information is required to obtain or retain a benefit. The authority for that requirement stems from the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate regulations for managing National Forest System lands. These statutes, along with the Granger-Thye Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

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

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; 1 hour per response to prepare or update operating and maintenance plans; 1 hour per response for inspection reports; and 1 hour for each request that may include such items as reports, logs, facility and user information, and other similar information requests. These estimates include the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

This permit is accepted subject to all the foregoing conditions.

HOLDER: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

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

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: \_\_\_\_\_  
(Authorized Officer)

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

This permit is accepted subject to all the foregoing conditions.

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

(CORPORATE SEAL)

CORPORATE NAME:

\_\_\_\_\_

By: \_\_\_\_\_  
(Vice) President

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

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

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation that executed the above permit; that \_\_\_\_\_, who signed this permit on behalf of the Corporation was then \_\_\_\_\_ of that Corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was duly signed, sealed, and attested to on behalf of the \_\_\_\_\_ Corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Assistant) Secretary

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: \_\_\_\_\_  
(Authorized Officer)

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

***[ATTACH ANNUAL OPERATING PLAN, ANNUAL GRANGER-THYE FEE OFFSET AGREEMENT, HOLDER MAINTENANCE AND RECONDITIONING PLAN, RECREATION SITE MAPS, FACILITY AND IMPROVEMENT INVENTORY, "OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS," AND ANY OTHER APPENDICES.]***

## 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 performed by the Forest Service. Condition surveys are an integral part of the sanitary surveys and serve as a supplement to the last current sanitary survey.
- C. Confluent Growth.** A continuous bacterial growth covering the entire filtration area of a membrane filter, or a portion thereof, in which bacterial colonies are not discrete. This does not necessarily include coliform growth. Non-coliform growth is often called heterotrophic growth.
- D. Drinking Water System.** A system for providing water suitable for human consumption via service connections (including handpump wells).
- E. Human Consumption.** Use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.
- F. Maximum Contaminant Level (MCL).** As defined by federal, State, or local law, but generally: The maximum permissible level of a contaminant in water which is delivered to any user of a public water system.
- G. Non-Public Water System.** A system not meeting the public water system definition. A non-public water system is subdivided into the following categories:

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

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

- H. **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.
- I. **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 must be collected within 24 hours of notification of a positive result.
- J. **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.
- K. **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.
- L. **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.
- M. **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 must comply with the requirements of 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 the standards stated in this document and to any federal, State, interstate, and local requirements that may apply.

- B. **Classification.** All drinking water systems must be classified as either public water systems or non-public water systems. Public water systems must be further classified in accordance with federal, state, or local requirements (e.g., "community" or "non-community," and so on). Non-public water systems must 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 must be certified as required by federal, State, and local regulations. The permit holder must 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 must 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 must 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 will be conducted on all systems in accordance with applicable State regulations, or more frequently if there are recurring deficiencies. The Forest Service conducts regularly scheduled sanitary surveys. 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 must 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 must 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 must 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 must institute a drinking water monitoring program according to the 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 must consult with the Forest Service to develop a written sample siting plan for each 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 must be collected and handled in compliance with laboratory requirements. The Forest Service authorized officer must approve of the manner in which the laboratory notifies the permit holder of violations. In some cases, the Forest Service may require the laboratory to notify the Forest Service of violations directly. 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.

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

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

This minimum frequency assumes that monthly tests are taken at approximately 30-day intervals. Samples should be taken early in the month to allow sufficient follow-up time. 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 must be taken and must 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.

3. **Turbidity Monitoring.** The permit holder must 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 must 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.

**G. Recordkeeping.** The permit holder must establish a permanent file for each drinking water system including all test results and corrective actions taken. The permit holder must maintain original documents of records as required by 40 CFR 141.33 and applicable State and local regulations. The permit holder must maintain original documents of records pertaining to additional requirements imposed by the Forest Service for public and non-public water systems in a comparable fashion.

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

**H. 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 must 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 must include a warning statement as to potability of undeveloped water sources. Undeveloped water sources must not be identified on such information in a way that may mislead users into believing the water is protected and safe. The permit holder must take any additional measures to protect the public as are required by Federal, State, or local law with regard to such water sources.

**I. 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 must 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.

**J. Hoses and similar equipment.** Hoses that convey drinking water shall have a smooth interior surface made of food-grade standard materials. The permit holder must keep pumps, hoses, fittings, valves, and similar equipment in a manner which prevents contamination, and must 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**

Arsenic  
Barium  
Cadmium  
Chromium  
Fluoride  
Lead  
Mercury  
Nitrate  
Nitrite  
Selenium  
Sodium

#### **SECONDARY CONTAMINANTS**

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

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

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

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