

Anna Ruby Falls

Visitor's Center/Gift Shop Prospectus Chattahoochee - Oconee National Forest



Chattooga River Ranger District

200 Highway 197 North

Clarkesville, GA 30523

Table of Contents

I. Business Opportunity

- A. [Introduction](#)
- B. [Area Description](#)
- C. [Description of Anna Ruby Falls Recreation Area](#)
- D. [Government-Furnished Property](#)
- E. [Government-Furnished Supplies](#)
- F. [Utilities and Waste Management](#)

II. Forest Service Concession Program and Policies

- A. [Pass Discounts](#)
- B. [Camp Stamps](#)
- C. [Site Closures](#)
- D. [Reserved Administrative Use](#)
- E. [Applicable Forest Orders](#)
- F. [Fee Tickets and Compilation of Use and Revenue Data](#)
- G. [Customer Service Comment Cards](#)
- H. [Performance Evaluations](#)
- I. [Accessibility](#)
- J. [Fees Charged to the Public](#)
- K. [Law Enforcement](#)
- L. [Other Pertinent Information](#)

III. Special Use Permit

- A. [Permit Term](#)
- B. [Permit Holder Responsibilities](#)
- C. [Granger-Thye Fee Offset Agreement](#)
- D. [Insurance](#)
- E. [Bonding](#)

IV. Application

- A. [Instructions for Submitting Applications](#)
- B. [General Terms, Qualifications, and Reservations](#)
- C. [Application Package Requirements](#)
- D. [Evaluation of Applications](#)

V. Post-Selection Requirements

Appendices

- Appendix 1: Vicinity and Area Maps
- Appendix 2: Maps of Developed Recreation Sites
- Appendix 3: Inventory of Government-Furnished Property
- Appendix 4: Applicable Forest Orders
- Appendix 5: Sample Use Report
- Appendix 6: Sample Customer Service Comment Card
- Appendix 7: Standard Performance Evaluation Form
- Appendix 8: FSM 2342.1, Exhibit 01, Law Enforcement at Concession Campgrounds
- Appendix 9: Sample Annual Operating Plan
- Appendix 10: FS-2700-4h, Special-Use Permit for Campground and Related Granger-Thye Concessions, and FS-2700-4h, Appendix-F, Operation of Federally Owned Drinking Water Systems
- Appendix 11: FS-2700-4h, Appendix B, Granger-Thye Fee Offset Agreement
- Appendix 12: Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects
- Appendix 13: Indirect Cost Reimbursement Letter
- Appendix 14: FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification
- Appendix 15: Sample Collection Agreement for Granger-Thye Fee Offset Work
- Appendix 16: Sample Business Plan
- Appendix 17: FS-6500-24, Financial Statement
- Appendix 18: FS-6500-25, Request for Verification
- Appendix 19: Anna Ruby Falls – Monitoring Plan
- Appendix 20: Chattahoochee-Oconee National Forest Master Interpretive Plan

VI. Pertinent Materials (Available Upon Request)

- “Cleaning Recreation Sites” (USDA-Forest Service)
- “In Depth Design and Maintenance Manual for Vault Toilets” (USDA-Forest Service)

I. Business Opportunity

A) Introduction

This prospectus is being issued to solicit applications for a concession special use permit to operate a visitor's center/gift shop special use permit. A permit or permits will be issued to provide high-quality public service in the operation and maintenance of Government-owned recreation facilities located at the Anna Ruby Falls Recreation Area on the Chattooga River Ranger District, Chattahoochee-Oconee National Forests. The permit or permits will include the following:

The authorized officer for this business opportunity is the Forest Supervisor for the Chattahoochee-Oconee National Forests, 1755 Cleveland Highway, Gainesville, GA 30501.

The Chattahoochee-Oconee National Forests is searching for individuals that will take full advantage of the possibilities this area has to offer while maximizing visitation and revenue by providing exceptional visitor opportunities and services. The Forest Supervisor, Recreation Staff, and District Ranger are committed to supporting the permittee to ensure the operation is a sound venture for the concessionaire, the Forest Service, and National Forest visitors.

The Chattooga River Ranger District recreation areas and the surrounding attractions draw high visitation from Georgia, Florida, and North Carolina. The points of origin for most visitors to private sector recreation sites in this area are Georgia (32.56%), Florida (20.93%), Alabama (6.98%), South Carolina (5.81%), Tennessee (4.65%), and North Carolina (3.49%) – (Numbers based on "Top of Georgia" study). A large percentage of Georgia visitors come from metropolitan Atlanta which is within a two-hour drive. Another segment of visitors that complete the demographics of Anna Ruby Falls visitors are those from foreign countries.

Visitors to the area are in most cases overwhelmed with the beauty of this section of the Southern Appalachian Mountains. Lush hardwood forests cover this north Georgia area and meet crystal clear rivers in the winding valleys below. There are pristine coldwater lakes for boating and recreation. There is history to be discovered and culture to be appreciated.

At a minimum, the Permit Holder will be required to perform the following services for the options included within the final concession package:

1. Operate a profitable retail store (stocked with interpretive/cultural merchandise to be reviewed and pre-approved by Forest Service)
2. Provide visitor information Gift Store/Visitor Center
3. Collect Parking Fees by the person or by the vehicle (Option if fee booth selected – All fees must be pre-approved by the FS)
4. Record visitor use (Option if fee booth selected)
5. Recruit, train, and supervise all employees
6. Keep accurate and updated accounting records
7. Conduct safety inspections and take corrective action, if necessary
8. Collect and dispose of trash (visitor's center; refreshment area, bathrooms, and trails)
9. Collect and dispose of trash in picnic areas (Option if fee booth is selected)
10. Clean recreation areas and restrooms (Visitor's Center, Refreshment Area, and Bathrooms)
11. Pickup litter
12. Mow grounds
13. Maintain facilities and recreation areas
14. Provide area security
15. Procure supplies
16. Provide positive customer service and share information about the local area
17. Protect natural resources
18. Analyze and implement interpretive opportunities (Foxfire Hikes, History of North Georgia, etc). Provide minimum interpretive programs (2-3 weekly/peak and 1 per month non-peak) Note: All Interpretive Programs and fees must be pre-approved by Forest Service.
19. Open and Close Recreation Area: Hours of Operation: Sun - Sat: 9:00 a.m. – 6:00 p.m. or dusk (Note: Hours of Operation must be pre-approved by Forest Service)



Water Cycle Interpretive Area

B) Area Description

The Chattahoochee and the Oconee are the two National Forests in Georgia. The Chattahoochee contains about 750,000 acres in north Georgia and the Oconee contains more than 115,000 acres in the rolling Piedmont of middle Georgia. These two forests offer 800+ developed campsites, 250+ picnic sites, 10 wilderness areas, the Chattooga Wild and Scenic River, 4 swimming beaches, thousands of acres of lakes and streams, and over 800 miles of trails including the Appalachian Trail.

The Chattooga River Ranger District is located within the Chattahoochee National Forest near several gateway communities, including the thriving towns of Clayton, Toccoa, Clarkesville, Cleveland and Helen, Georgia. Breathtaking views, mountain culture, blue skies, and clear streams are the qualities that draw people to the north Georgia mountains. The beauty and natural resources of this rugged region has attracted a wide range of users from 19th century gold prospectors to early settlers, hunters & fishermen, and today people from the city seeking to re-energize and reconnect with nature.

Waterfalls, rivers, and lakes are crowd pleasers in this mountainous region. Visitors flock to the base of Anna Ruby Falls, Dukes Creek Falls, or Ravens Cliff Falls to feel the cool spray and enjoy nature's splendor. They utilize the area lakes, rivers, and streams of the region to enjoy water activities. Visitors' fish and often boat at Lakes Russell and Rabun. Other recreational activities in the area include – hiking, biking, horseback riding, fishing, hunting, and camping.

The Appalachian Trail (AT) is a National Recreation Trail that extends over 2,000 miles, from Georgia to Maine. It passes through the Chattooga River Ranger District at numerous points and makes for a hikers dream. One can also take in the scenes of nature by car on the Richard Russell National Scenic Byway. This 41-mile corridor offers visitors outstanding scenery of natural & cultural landscapes along the well-maintained road. Brasstown Bald Visitor Center sits atop the highest mountain in Georgia at 4784 ft. and is considered the Crown Jewel of the Byway. Views from the Visitor Center offer a 360-degree panoramic lookout against forested landscape that is strikingly distinct and undoubtedly memorable.

White County

Located in the northeast Georgia mountains, White County is comprised of 241.6 square miles just 75 miles from Atlanta, Georgia. Cleveland, the county seat is known as "The Gateway to the Mountains" and Helen (a Bavarian village) is known as "Alpine Helen". Tourists from all over the world can be seen at Cleveland's "Cabbage Patch Babyland General Hospital", or in Alpine Helen enjoying Bavarian music, food, and drink during Oktoberfest. Many visitors enjoy just cruising through the wandering roads of the north Georgia mountains.

Cleveland is a thriving community of about 2,000 citizens providing service to an area covering approximately 1,200 square miles. The elevation of the town is 1,570 feet above sea level. Cleveland is the commercial and industrial center of White County with over 225 business licenses issued each year. It is home to the annual Easter Eggstravaganza celebration, the Lighted

Christmas Parade, and the Gooseneck Pumpkin Festival, as well as many other events for the community's enjoyment.

Helen is a small town with a far-reaching reputation based on its unique architectural style. Remodeled during the 60's, the town of Helen transformed itself into a Bavarian village by mirroring the look of an alpine town. Over the past forty years, Helen has accomplished much; it has created a new town and industry, providing jobs for more people and boosting the economy of the entire area. A village with mountain heritage and a touch of Bavaria, Helen has created a unique experience for its visitor. Today the tiny alpine village plays host to millions of visitors each year and is voted as one of Georgia's Top 10 Vacation Spots.

Recreation

White County's unspoiled mountains offer unparalleled outdoor recreation. There are many private and state parks and recreation areas, such as the beautiful Unicoi State Park which offers swimming and fishing, as well as camping, hiking and picnicking. With a 100-room lodge, 30 cottages and numerous campsites, Unicoi State Park is a special attraction for families or anyone seeking outdoor mountain recreation. Nearby the popular Anna Ruby Falls Visitor Information Center has two spectacular waterfalls and a paved trail that accesses them.

The mighty Chattahoochee River flows through White County lending its majesty to the land around it. Breath-taking vistas are popular along the river. Several outposts rent inner tubes in the Alpine village of Helen for a leisurely float down parts of the Chattahoochee. Canoes and kayaks are also available for a guided trip down swift whitewater on other parts of the river.

Economy

In 1998, White County had a per capita personal income (PCPI) of \$21,642. This PCPI ranked 37th in the state (out of 159 counties in GA), and was 84 percent of the state average (\$25,839) and 80 percent of the national average (\$27,203).

Education

Excellent schools for students of any age can be found in and around the area. Five schools constitute the White County Education System from grades K through 12. For those who want to further their education, there are several secondary schools within easy driving distance. Truett-McConnell College, located in Cleveland, GA, is a two-year undergraduate institution. Also nearby are Gainesville, Piedmont, and North Georgia Colleges along with North Georgia Technical Institute.

Housing

White County offers a wide range of housing opportunities with choices consisting of anything from secluded cabins to country farm homes to prestigious estate homes. The possibilities are endless with many panoramic mountain settings. The median home price in White County is \$114,000.

Reference

White County Chamber of Commerce

122 North Main Street, Cleveland, Georgia 30528

Telephone 706-865-5356

www.whitecountychamber.org

Weather (Averages)

The average annual temperature for White County is 56.3°F. The average winter temperature is 45.1°F and the average summer temperature is 69.8°F. White County experiences about 69 inches of rainfall per year with an annual average of about 2.4 inches of snowfall.

C)

Description of Anna Ruby Falls Recreation Area

The permit will include at a minimum the following services. In addition to the Base Group, the collection of the parking fee and implementation of interpretive programs is an optional component of the concession package. A vendor **must** submit a bid for the Base Group, but may choose or not choose to bid on the Option. Over the most recent three years of operation by the Chattahoochee-Oconee National Forest Interpretive Association (COFIA), the following revenue was reported.

Interpretive Programs:

Interpretive Programs should provide greater meaning to the experiences the visitors have when they visit Anna Ruby Falls. Visitors should leave with a greater awareness, knowledge, understanding, and appreciation of the history, culture, and environment of the Anna Ruby Falls Recreation Area and productivity of the Chattahoochee-Oconee National Forest. Fees may be charged/proposed for this activity.

GROSS RECEIPTS ¹	2005	2004	2003	Total
Gift Shop/Refreshment Ctr	\$91,385	\$175,885	\$192,333	\$462,603
Parking/Use Fees	\$85,715	\$36,173	\$105,788	\$227,676

\$ Grand Total \$690,279
3 yr. avg. \$230,093

1 Gross Parking receipts are reflective of current Forest Service management style. Fee collection is most often administered through self-service and fee attendants located on site.

2 Gross Gift Shop/Refreshment Center receipts are reflective of accounting reports provided by the Chattahoochee-Oconee National Forest Interpretive Association non-profit group. The years provided (2003-2005) reflect the revenue collected the last years COFIA managed the site.

3. From mid -2005 to present, collections and retail revenue were impacted by the disbanding of COFIA.

4. Part of day use fees that were factored into this site for parking in previous years were dropped in 2005. Fees are negotiable.

5. Parking/Use Fees for 2004 were affected by several east coast hurricanes and tornadoes, and trail construction.

6. Vehicle parking fees in 2003 and 2004 were \$3 per vehicle and in 2005 fee changed to \$1 per person under REA.

<p><u>Base Group:</u> (\$462,603) Gross Revenue -Visitor Ctr/Gift Shop -Refreshment Ctr -Collect trash on trails (Lion's Eye/ARFs) -Interpretive Programs -Visitor's Information -Clean/Monitor Restrooms/Facilities -Mow Grounds -Provide Security</p>		<p><u>Option:</u> (\$227,676) Gross Revenue -Parking/Fee Booth -Collect trash Picnic Areas -Record Visitor Use</p>	
--	---	---	---

CHATTOOGA RIVER RANGER DISTRICT RECREATION AREA CONCESSION PACKAGE

Site Description

Chattahoochee-Oconee National Forest
Anna Ruby Falls Visitor's Center/Gift Shop
White County, GA



Anna Ruby Nichols Payne

Directions:

Take GA 75-North from Helen for 1.5-miles. Turn right onto GA 356 towards Unicoi State Park for 1.5-miles and make left onto Anna Ruby Road. Follow this road for approximately 3.6-miles to the parking area. (Photo: Anna Ruby Nichols Payne – daughter of Colonel John H. Nichols for which Anna Ruby Falls is named.)

Description:

Upon entering the Anna Ruby Falls parking lot, the first view is that of the Visitor Center/Gift Shop. This area serves multiple purposes for visitors. It is foremost a place that houses and sells souvenirs for visitors to remember their experience. The center also serves as a place to learn about the history of the north Georgia culture and to gather information. Additionally, it is a place for rest and refreshments and includes designated picnic areas along Smith Creek for individual and group picnicking.

The main attraction of Anna Ruby Falls Recreation Area is a paved 0.4-mile footpath that leads from the Visitor's Center/Gift Shop to the base of Anna Ruby Falls where the 153 foot Curtis Creek Falls and 50-foot York Creek Falls merge. Walking is easy to moderate and will take approximately 30-minutes to complete. The second most popular attraction is the unpaved Smith Creek Trail that winds 4.6-miles from the base of the twin falls through the backcountry to Unicoi State Park. This trail is more challenging and may take up to 4-hours to complete. Lastly, the paved Lion's Eye Trail allows the blind and visually impaired the opportunity to experience a short hike that focuses on the environment through Braille interpretive signs.

Existing Facilities:

- **Amenities (Rec Area):**
 - Visitor's Center/Gift Shop
 - Refreshment Building
 - Observation Decks
 - Public Restrooms
 - Apartment (Not suitable for living but may be used for additional storage)
 - Picnic Area with tables, and water
 - Interpretive Signs
 - Two paved trails are accessible to persons with disabilities
 - Smith Creek Trail



OPTION TO THE BASE PACKAGE

Potential additions to the base package are listed below.

Parking Booth:

During high volume visitation the Fee Booth located approximately 0.5 mile from the visitor's center/gift shop at the entrance to the Anna Ruby Falls Recreation Area is staffed. This includes late spring, summer and late fall. All other times visitors may use an already established self-service system for paying fees. However, staffing is recommended to ensure better compliance.

Picnic Grounds:

Permittee will "police" the group picnic area as well as the area at the entrance of the Lion's Eye Trail for litter and to empty all trash cans in a timely manner.

Flexibility has been included in the package by making these potential additions optional to the Base Package. Prospective bidders have the option to choose or not bid on this option when submitting their proposals. Bidders also have the option to charge by the vehicle or per person.

OPTION :

GROSS RECEIPTS¹	2005²	2004	2003	Total
Parking Booth	\$85,715	\$ 36,173	\$ 105,788	\$ 227,676
	\$	\$	\$	Grand Total
				3 yr. avg.
				\$75,892

1. Gross receipts are reflective of current Forest Service management style for the same timeframe in which the area was managed by COFIA. Fee collection is most often administered through a manned fee booth but also include a self-service fee station located on site. The years provided (2003-2005) reflect the revenue collected the last years COFIA managed the site.

2. 2005 visitation and revenue were impacted by the disbanding of COFIA, and fee change (\$1 per person 16 years of age and older).

3. 2004 revenue was affected by a series of east coast hurricanes and tornadoes in the area, fee change (\$1 per person 6 years and older, and trail construction).

4. Vehicle parking fees in 2003 and 2004 were \$3 per vehicle and in 2005 fee changed to \$1 per person under REA.

Base Group:

Site	Anna Ruby Falls Recreation Area
Communications	Office Telephones/Pay Phone
Utilities	Electric
Drinking Water	Well
Toilet/Shower Type	Flush
Toilet Vault Capacity	6,000 Gals (3000-solid & 3000 liquid pumped to Unicoi)
Forest Service Trash Bins	9
Trash Bin Type	Bear Proof Cans
Accessibility	Visitor's Center/Two Trails/Picnic Area
Gift Shop	1,180 Sq Ft
Storage Room	Downstairs Apartment
Average Number of Visitors	170,000
2004 Fee Per Visitor	\$3 per vehicle/\$45 - Bus
2005 Fee Per Visitor	\$1 per person (ages 15 & under , and school groups FREE)
Minimum Operating Season	Year Round – Open Summer Holidays (All others negotiable)
Three-Year Average Gross Revenue (2003-2005) ¹	\$230,093

Option*

1. Does not include revenue from interpretive programs.

D) Government-Furnished Property

The Forest Service will provide certain property in conjunction with the concession visitor's center/gift shop special use permit (*see* Appendix 3 of the prospectus). Included in this inventory are a description and the quantity of the applicable property.

E) Government-Furnished Supplies

The Forest Service will not furnish any supplies for day-to-day operation of the concession. Government-furnished supplies will be limited to those necessary for programmatic consistency and will be agreed upon by the Concessionaire and Forest Service Officials.

F) Utilities and Waste Management

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

Electrical:

Habersham EMC
897 S. Main St., Suite 8.
Cleveland, GA 30528

Cleveland Office - 706-865-4362

Telephone:

Windstream Communications (formerly Alltel) provides service for the area. They can be contacted at: www.windstream.com or 1-800-843-9214

Propane:

Propane services can be provided by the following company:

Yonah Propane & Gas Co. Inc.
350 Main St N
Cornelia, GA 30531

(706) 778-8078

Sanitation:

AAA Sanitation
P. O. Box 1268
Dahlonega, GA 30533

(706) 864-4860

Septic:

Septic expenses will be absorbed by the Forest Service. (**Note: Permittee will absorb expense if base and option is granted**)

II. Forest Service Concession Program and Policies

Government-owned concessions are authorized by special use permits issued under Section 7 of the Granger-Thye (GT) Act, 16 U.S.C. 580d, and implementing regulations at 36 CFR Part 251, Subpart B.

In addition, there are certain Forest Service programs and policies that apply to campground concession. All applications must be consistent with these requirements.

A. Pass Discounts

The permit holder must provide a 50 percent discount on recreation fees charged under REA at the Anna Ruby Falls Recreation Area as prescribed by this prospectus to holders of America the Beautiful, Golden Age and Golden Passports, as well as the Interagency Senior and Access Passes. Any loss of fee revenue from honoring the passes should be factored into applicants' bids.

The permit holder will be required to offer discounts or free use to holders of the Annual Forest or Volunteer Passes for 2008.

B. Camp Stamps

Camp stamps must be honored at their face value and submitted to the authorized officer for reimbursement.

C. Site Closures

The Forest Service reserves the right to close all or a portion of the Anna Ruby Falls Recreation Area for repair; construction; floods, snow, extreme fire danger, or other natural events; wildlife protection; or risks to public health and safety. Although closures are extremely rare, the Forest Service shall not be liable to the permit holder for lost revenue, operating costs, or any other losses resulting from these closures. However, for fee calculation purposes, the permit shall be placed in non-use status as provided by FSH 2709.11, section 31.23.

The Forest Service has the following plans for construction or reconstruction of the site listed in this prospectus: replace observation deck attached to rear of Visitor's Center and deck at the top of Anna Ruby Falls, and possible renovation to the downstairs apartment. These renovation projects are contingent upon funding but projected for 2008. The replacement of both observation decks will effect the management of the visitor's center/gift shop but will most likely not call for closing the area. Any additional closures will be emergency in nature and will be administered according to Forest Service Regulations and Policies.

D. Administrative Use

The Forest Service does not anticipate the need to reserve the Anna Ruby Falls Recreation Area or the Visitor's Center/Gift Shop at this time. Should the Forest Service have this need in the future, it will coordinate closely with the permit holder to minimize disruption of operations and revenues lost for the permit holder. If the Forest Service requires the permit holder to provide a service for the agency, the permit holder will be compensated for that use.

E. Applicable Forest Orders

Forest orders related to the offering are identified in Appendix 4. Additional applicable forest orders may be issued in the future.

F. Fee Tickets and Compilation of Use and Revenue Data

Providing the permit holder accepts the option to collect parking fees, between the combination of self service and fee booth service they must provide fee tickets to visitors that include at least the following information:

- Total amount paid.
- The date of issuance
- If a pass is used, the pass number.
- The number of people in the group.
- The vehicle and license plate number.

The permit holder must provide use and revenue data to the Forest Service (*see* Appendix 5 of the prospectus for a sample use report). Use reports must be completed monthly and at the end of the operating season or no later than December 31 for the Anna Ruby Falls Fee Recreation Area to include fee collections and gift shop revenue. At a minimum, monthly and year-end use reports must include:

- The total number of people based on daily vehicle counts and summarized into a monthly report.
- Total parking fee collected and gift shop revenue. (If Parking Option is selected)
- Total fee revenue for other goods and services.
- The total number of Camp Stamps collected.
- The total number of passes used.

In addition, year-end use reports must include:

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

G. Customer Service Comment Cards

The permit holder must make available to each visitor a customer service comment card at the Anna Ruby Falls Recreation Area (*see* Appendix 6 of the prospectus).

H. Performance Evaluations

At a minimum, the Forest Service will perform a mid-year and a year-end performance evaluation (*see* Appendix 7 of the prospectus). An unsatisfactory rating may be cause for suspension or revocation of the special use permit. Sustained satisfactory performance is necessary for a permit extension.

I. Accessibility

The Architectural Barriers Act of 1968 (ABA) and Section 504 of the Rehabilitation Act of 1973 require new or altered facilities to be accessible, with few exceptions. In 2004, the Architectural and Transportation Barriers Compliance Board (Access Board) issued revised accessibility guidelines for buildings and facilities subject to the ABA and the Americans with Disabilities Act (ADA). These new guidelines are called the ADA/ABA Accessibility Guidelines. In 2006, the Forest Service issued the Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG). The FSORAG addresses types of recreational facilities, including developed recreation sites that are not covered by ADA/ABA Accessibility Guidelines.

Any Government maintenance, reconditioning, renovation, or improvement (*see* section III.C) must meet ADA/ABA Accessibility Guidelines, where applicable, as well as the FSORAG.

The FSORAG and the ADA/ABA Accessibility Guidelines are posted on the Forest Service's website at <http://www.fs.fed.us/recreation/programs/accessibility>. Questions regarding ADA/ABA Accessibility Guidelines may be referred to the Access Board at www.access-board.gov. Questions regarding the FSORAG may be referred to the accessibility coordinator for the local National Forest.

The permit holder is responsible for ensuring effective communication with visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may obtain information on accessible services, activities, and facilities.

J. Fees Charged to the Public

The permit holder may charge the public recreation fees only to the extent that the Forest Service can charge recreation fees under the Federal Recreation Enhancement Act (REA). All recreation fees must be specified per developed recreation site. The holder must honor the proposed pricing through the first full operating season. Thereafter, the holder may propose price adjustments with justification. Subject to Forest Service approval.

Permit holders may not charge for any of the following:

- Solely for parking, undesignated parking, or picnicking along roads/trailsides, or hunters.
- General access, unless specifically authorized by REA.
- Dispersed areas with low or no investment, unless specifically authorized by REA.
- Persons who are driving through, walking through, or hiking through NFS lands without using the recreational facilities and services for which a fee is charged.
- Any person who is engaged in the conduct of official federal, state, tribal, or local government business.
- Special attention or extra services necessary to meet the needs of the disabled.

K. Law Enforcement

Forest Service Manual (FSM) 2342.1, Exhibit 01, addresses the law enforcement authorities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service at concession developed recreation areas. *See* Appendix 8 of the prospectus.

L. Other Pertinent Information

Forest Service – The Forest Supervisor for the Chattahoochee-Oconee National Forest is the Authorized Officer with decision authority for interpreting the terms of this special use permit. The Chattooga River District Ranger and or his designated representative for the Chattahoochee-Oconee National Forest will administer the permit and have decision authority concerning the implementation of this special use permit and day-to-day operations. Ultimate decision authority, however, rests with the Forest Supervisor. Any other oral statements by representatives of the Government other than the Forest Supervisor, the District Ranger, and/or their designated representative that may appear to modify or change any conditions of this special use permit is an expression of opinion only, and will confer no right or obligation upon the permit holder.

Permit Holder – Only the Executive Officer, with obligation authority for their company, can sign the application for this recreation area concession permit. This signature must be accompanied with the individual's official title and address, together with proof of the officer's obligation authority to obligate.

Resource Concerns

- **Damage to Government Facilities:** All damage to Government Facilities in excess of \$50 resulting from vandalism or equipment failure must be reported verbally to the District Ranger, or designated representative, within 24 hours of its occurrence, followed by a written report within seven (7) days. Damage of less than \$50 will be reported to the District Ranger, or designated representative, in writing, within seven (7) days. Anything that occurs outside of permit authorization will be within Forest Service jurisdiction.
- **Personal Injuries and Personal Property Damage:** Any personal injury or personal property accident/damage will be reported verbally to the District Ranger, or designated representative, within 24 hours and followed by a written report within seven (7) days. Anything that occurs outside of permit authorization will be within Forest Service jurisdiction.
- Incidents such as theft or major altercation with a visitor, or between visitors, will be reported to the District Ranger, or designated representative, verbally within 24 hours and followed by a written report within seven days.
- **Health and Safety:** The operation of the Anna Ruby Falls Visitor's Center/Gift Shop shall meet all Federal, State, and local health and safety requirements and inspections. Copies of the results of Health and Safety Inspections will be furnished by the permit holder to the Forest Service within 5 days of receipt.
- Once the permit is issued, the permit holder will be responsible for changing the utilities from the Forest Service to their name and pay all costs associated with these transfers. Utilities include but may not be limited to electricity, solid waste removal, telephone, water, and sewage.
- The permit holder and the Forest Service will jointly conduct an inventory of the conditions of all facilities under this permit prior to, and at the conclusion of each operating season. As part of the facility condition inventory, the permit holder shall furnish an annual State certified termite inspection report.
- **Hazard Inspections:** A hazard inspection will be conducted by the permit holder immediately after any major weather event (i.e., hurricanes, tornados, ice storms). The permit holder is also responsible for monitoring and identifying hazard trees throughout the year. The Annual Operating Plan will address the appropriate disposal methods. The Forest Service will advise the permit holder, as needed, in regards to hazard tree identification and removal.
- **Site Protection, Erosion Control, Wind Damage and Fire Prevention:** The permit holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Examples include, but are not limited to, fire suppression, erosion, and wind damage to the environment and to Government-owned improvements covered by this permit, damage, or contamination to the environment, and/or damage to roads and trails.

- **Cultural Resource Protection:** The permit holder has responsibilities under the National Historic Preservation Act of 1966 (NHPA). Prior to any activity with the potential to affect National Register Properties designated or eligible National Register sites found in developed recreation areas, the permit holder must notify the Forest Service of their intentions and obtain Forest Service approval prior to any ground disturbance. Depending on the actions proposed and the sites involved, the review process can take up to several months.

There are three historical Civilian Conservation Corps (CCC) benches along the Anna Ruby Falls Trail that need to be protected. These structures were built in the 1930's as part of President Roosevelt's New Deal economic recovery program. Due to their historical status any repairs must be submitted to the Forest Service for approval prior to undergoing those repairs. As part of the Forest Service evaluation, consultation with the Forest Archeologist will be required.

- **Environmental Reviews:** The facilities offered in this prospectus are located within the area managed according to the Chattahoochee-Oconee National Forests Land and Resource Management Plan. Special procedures are required to assess the effect of proposed recreation site management activities, including all types of vegetation management and surface disturbing activities, on a range of sensitive species. The concessionaire must coordinate closely with the Forest Service prior to beginning vegetation management activities and/or work requiring surface disturbance.

The Forest Service must approve activities before the work begins. The activity cannot proceed until the Forest Service and possibly the U.S. Fish & Wildlife Service have completed the required environmental reviews, and the Wildlife Service has concurred with Forest Service findings. In some cases, these reviews can take several months. The Forest Service will make all efforts to expedite the environmental review process to the best of its ability.

Endangered Species

Protected, Endangered, Threatened, Species (PETS) sites have not been identified within the Anna Ruby Falls Recreation Area. The permit holder will have to coordinate any projects within the recreation site with the Forest Service before any work is started. The permit holder will have to notify Forest Service law enforcement personnel immediately of any unauthorized disturbance of the site.

Condition of Trees

The hemlocks within the recreation area are mature to over-mature. During the past few years, the trees have experienced mild damage due to woolly adelgid, snow, ice, tornadoes, and sudden limb drop. Large hemlocks that look healthy on the exterior may contain rotten cores and can drop a heavy limb without any warning.

Butane and Propane Installations

For safety and regulatory reasons, the permit holder is not allowed to install or store bulk butane or propane.

III. Special Use Permit

In exercising the rights and privileges granted by the special use permit, the permit holder must comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. THE FOREST SERVICE ASSUMES NO RESPONSIBILITY FOR ENFORCING LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS INCLUDING FEE COMPLIANCE THAT FALL UNDER THE JURISDICTION OF OTHER GOVERNMENTAL ENTITIES.

A. Permit Term

The permit term will be up to five years, with an option to extend the term for up to an additional five years at the sole discretion of the authorized officer. The decision to extend the term will depend, in part, on sustained satisfactory performance of the permit holder. Upon expiration of the permit, continuation of the permitted activity will be at the sole discretion of the authorized officer and will be subject to a competitive offering. A new prospectus may be issued during the final year of the permit term.

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

B. Permit Holder Responsibilities

This section highlights the requirements of the special use permit, which is contained in Appendix 10 of the prospectus. Applicants are responsible for familiarizing themselves with all permit requirements that govern the operation covered by this prospectus.

Responsibility for Day-to-Day Activities

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

Permit Holder-Furnished Supplies and Equipment

The permit holder will be required to provide all vehicles, equipment, and supplies necessary to operate the authorized developed recreation sites in accordance with the special use permit (with the exception of property identified in Appendix 3).

Holder-Furnished Vehicles

The permit holder may not use all-terrain vehicles, motorcycles, or motored bicycles on trails. The holder may propose the use of golf carts or other similar vehicles to facilitate daily maintenance of the facilities. If authorized, carts must stay on designated roads or trails while driving between sites or on trails. Motorized use will not be authorized on the Smith Creek Trail, as this is a non-motorized trail and not built to a standard for motorized use.

Holder Maintenance, Reconditioning, or Renovation (MRR)

Maintenance, reconditioning, and renovation are defined in the permit (FS-2700-4h, clause IV.E.1(a), (c)). Holder MRR is defined as 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. In fulfilling these responsibilities, the holder must 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 (FS-2700-4h, clause IV.E.1(d)). The permit holder, at its expense, will be required to perform holder MRR under a holder MRR plan (FS-2700-4h, clause II.D). The holder MRR plan will describe required holder MRR and its frequency. The holder MRR plan will become part of the permit holder's annual operating plan.

C. Granger-Thye Fee Offset Agreement

The federal government owns all the improvements at the developed recreation site covered by this prospectus. Under Section 7 of the Granger-Thye (GT) Act and the terms of the permit, the permit fee may be offset in whole or in part by the value of Government maintenance, reconditioning, renovation, and improvement (MRRI) performed at the permit holder's expense. Government MRRI is defined as maintenance, reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer. *See* Appendix 11 of the prospectus and FS-2700-4h, clause IV.E.

All Government MRRI shall be enumerated in an annual GT fee offset agreement signed by the holder and the Forest Service in advance of the operating season (*see* Appendix 11 of the prospectus and FS-2700-4h, Appendix B). Alternatively, a multi-year GT fee offset agreement can be prepared for consolidated fee payments. A list of sample Government MRR projects is included in Appendix 12 of the prospectus.

The holder's claims for GT fee offset must be documented using the FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification Form (*see* Appendix 14 of the prospectus). This form requires the holder to itemize allowable costs incurred for an approved GT fee offset project and to certify the accuracy and completeness of claims.

Either the holder or the Forest Service may perform GT fee offset work. This determination will be made annually. When the holder performs GT fee offset work, and if it includes construction that costs more than \$2,000, it is subject to the Davis-Bacon Act and the fee offset agreement must contain Davis-Bacon Act wage provisions. Additionally, indirect costs may be offset provided the holder submits either a currently approved indirect cost rate or accounting procedures and supporting documentation to determine an indirect cost rate (*see* Appendix 13 of the prospectus).

When the Forest Service performs GT fee offset work, the holder will deposit fee payments into a CWFS account. The Forest Service will perform GT fee offset work under a collection agreement and offset those costs against the permit holder's annual permit fee (*see* FS-2700-4h, clause IV.E.3, and Appendix 15 of the prospectus). The Forest Service's indirect costs may be offset at the agency's approved rate. The Forest Service and the holder will agree on the work to be performed in advance of each operating season.

D. Insurance

Liability Insurance

The successful applicant must have liability insurance covering losses associated with the use and occupancy authorized by the permit arising from personal injury or death and third-party property damage in the minimum amount of \$3,000,000 for injury or death to one person per occurrence; \$3,000,000 for injury or death to more than one person per occurrence; and \$3,000,000 for third-party property damage per occurrence, or in the minimum amount of \$3,000,000 as a combined single limit per occurrence. Insurance policies must name the United States as an additional insured (*see* Appendix 10 of the prospectus and FS-2400-4h, clause III.I).

Property insurance

Property insurance will be required for all federal property in the amount of \$50,000 for replacement in kind or functional replacement of the insured property (*see* Appendix 3, Inventory of Government-Furnished Property) as determined by the Concessionaire and Forest Service Officials.

E. Bonding

A bond will only be required for constructing facilities and will not be imposed for routine operations covered within the scope of this permit.

The permit holder will provide a performance bond for the construction of new recreation-related facilities as allowed by the Forest Service. The amount of bond required would be determined based upon the construction cost of the project. Bonds may take the form of corporate surety, Treasury bills, notes, and bonds or other negotiable securities, cash deposits, irrevocable letters of credit, assignment of savings accounts, or assignment of certificates of deposit. The authorized officer may reevaluate the need for or the amount of the bond after the first operating season.

IV. Application

A. Instructions for Submitting Applications

Applicants may submit an application for the Base Package and the option of the fee booth offered in this prospectus.

Applicants are strongly encouraged to visit the site at least once before submitting an application (*see* Appendices 1 and 2, vicinity and area map and map of the Anna Ruby Falls Recreation Area).

All applications must be submitted to George Bain; Forest Supervisor, Chattahoochee-Oconee National Forest, Attention David W. Jensen, Chattooga River Ranger District Ranger, 809 Highway 441 South, Clayton, GA 30525. Applications must be received by close of business (4:30 p.m.) on January 14, 2008.

Applicants must submit 3 copies of their application package and supporting documents.

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

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

Corporations also must include:

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

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

Applicants should contact Janice Miller at (706) 754-6221 Ext 105 * Email address: janicemiller@fs.fed.us regarding any questions related to this prospectus.

B. General Terms, Qualifications, and Reservations

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

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

The Forest Service will select the application that offers the best value to the Government. The Forest Service reserves the right to select the successful applicant based on a trade-off between the fee to the Government and technical merit.

The Forest Service is not obligated to accept the application with the highest return to the Government.

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

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

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

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

The information contained in applications will be kept confidential to the extent permitted under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

C. Application Package Requirements

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

- A proposed annual operating plan (including required and optional services).
- A business plan, business experience, references, and Small Business Development Center (SBDC) review fee, if applicable (*see* section IV.C.2).
- Financial resources.
- Fees charged to the public.
- Fee to the government.
- Application fee.

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

Applicants must submit a proposed annual operating plan that addresses all required and optional services. Applicants must utilize the sample annual operating plan (*see* Appendix 9 of the prospectus) to organize their response to this section. The successful applicant's proposed operating plan will be attached to and become a part of the special use permit.

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

Below are highlights of what needs to be addressed in the proposed annual operating plan. For more detail, see the sample annual operating plan in Appendix 9 of the prospectus.

Operating Season

*****Minimum Operating Season:** Year Round (to include Summer Holidays)

Applicants need to propose the period and hours of operation in which they will operate the Anna Ruby Falls Visitor's Center/Gift Shop as well as the fee booth. The site must be open and operational seven days per week, unless a Forest Service closure order is in effect.

Staffing

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

Supervision and Management

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

Uniforms and Vehicle Identification

Applicants should describe employee uniforms, insignia, name tags, and the applicants' policy for ensuring a clean, professional appearance by staff while on duty. The holder's employees may not wear any component of the Forest Service uniform. Additionally, applicants should address their policy for vehicle maintenance and appearance; types of vehicles to be used for operations (vehicles may not be driven off designated roads or trails); and signage to identify the concessionaire to the public.

2. Business Plan, Business Experience, and References

Applicants must submit a business plan utilizing the format in Appendix 16 of the prospectus. This part of the application package must be a separate document. The business plan provides a thorough analysis of an applicant's vision of the proposed business. A good business plan is essential for running a successful business, maintaining and improving the business, and raising needed capital.

Applicants must furnish a detailed description of their experience relating to operating a retail store and/or visitor's center. The description must include experience in private business, public service, or any nonprofit or other related enterprises. Applicants are encouraged to contact their local SBDC if they need assistance in completing their business plans. Alternatively, applicants who have already received a review of their business plan from an SBDC or the Forest Service for the current fiscal year may submit a copy of the review report.

Small Business Development Center (SBDC) Review

All business plans will be independently reviewed by an SBDC. Applicants are required to submit 3 copies of their business plan to the Chattooga River RD for their review. If an applicant's current fiscal year business plan has already been reviewed by an SBDC, the applicant may submit a copy of the review report.

Along with a business plan, applicants also must submit a bank draft, money order, or cashier's check in the amount of \$50.00, made payable to the SBDC. Applicants submitting a current fiscal year review report by the Forest Service or an SBDC need not enclose payment. Please visit the SBDC website to become familiar with the process.

http://www.sbdc.uga.edu/newsite/index.aspx?page_name=index

Performance Evaluations

Applicants who have experience in managing Forest Service or other Government concessions must provide copies of the most recent annual written performance evaluations for each Forest Service or other concession the applicants have operated or are operating.

References

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

3. Financial Resources

Applicants must submit a complete set of all financial statements for the last three fiscal years that have been audited, reviewed, or compiled by a Certified Public Accountant (CPA). For any financial statements that were only compiled by a CPA, applicants must complete FS-6500-24, Financial Statement (*see* Appendix 17 of the prospectus) for certification of the accuracy of the financial statements.

Applicants must complete FS-6500-24 for any of the last three fiscal years they were in business for which a financial statement was not audited, reviewed, or compiled by a CPA. An applicant who has had a Financial Audit Disclosure (FAD) conducted within the past year should include a statement to that effect along with the forest name, contact name and telephone number. Additionally, applicants must identify any pending applications or new permits obtained from the Forest Service since the FAD was completed.

In completing FS-6500-24, LLCs must list the name of the company in block 1, the names and interests of the principals in block 5, and their members should be listed in block 6. In addition, LLCs must complete the certification in Part (D)(1) of FS-6500-24.

An applicant who has not been in business for the last three fiscal years, and therefore cannot submit audited, reviewed, or compiled financial statements or an FS-6500-24, must submit three fiscal years of projected financial statements compiled by a CPA using the forecast method.

Any financial information submitted by applicants must conform to generally accepted accounting principles (GAAP) or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted must be unredacted and in their original form, including footnotes.

Applicants must show at least 25 percent of the first year's operating costs in liquid assets. Liquid assets are assets that are readily converted into cash.

Applicants also must complete blocks 1 through 5 of form FS-6500-25, Request for Verification (*see* Appendix 18 of the prospectus) and submit the signed and dated form with the application. The Forest Service will forward the FS-6500-25 for the most qualified applicant to the Albuquerque Service Center for processing. The auditor assigned to conduct the FAD will send a copy to each financial institution with which the applicant does business. The financial institutions must complete blocks 6 through 15 of the form and mail the completed form to USDA Forest Service, Albuquerque Service Center, Attention: Chief Financial Officer (ASC- B & F), 101-B Sun Avenue Albuquerque, NM 87109.

4. Fees Charged to the Public

Applicants must provide a list of all fees they propose to charge to the public for the first three years of operation; including fees for any proposed optional services (*see* Appendix 9, Sample Annual Operating Plan, for a list of pre-approved services). Discuss any variable pricing, discounts, and passes. All proposed fees to be charged to the public also must be included in the business plan as an income item.

The Forest Service reserves the right to regulate the rates charged to the public.

5. Fee to the Government

The Government is obligated to obtain fair market value for the use of its land and improvements. The minimum fee is \$12,194. The minimum fee is the concession's average gross revenue for the past three years multiplied by the current 30-year Treasury bond rate. The minimum fee will be adjusted at the end of the first five years of the permit term if the permit is extended for five years.

Minimum Fee Calculation (Using Gross Revenue Figures)

Gift Shop/Refreshment Ctr		Parking/Use Fee	
<u>Year</u>	<u>Gross Revenue</u>	<u>Year</u>	<u>Gross Revenue</u>
2003.....	\$192,333	2003.....	\$105,788
2004.....	\$175,885	2004.....	\$ 36,173
2005.....	<u>\$ 91,385</u>	2005.....	<u>\$ 85,715</u>
Total:	\$462,603	Total:	\$227,676

Grand Total: \$690,279

Total gross revenue ÷ 3 = average gross revenue
 \$690,279 ÷ 3 = \$230,093

Average gross revenue multiplied by the current 30-year Treasury bond rate = the minimum fee. In the following example, the 30-year Treasury bond rate is 5.3 percent.

\$230,093 x 0.053 = \$12,195 minimum fee
 \$154,201 x 0.053 = \$ 8,173 minimum fee (Gift Shop Only)

Applicants may propose a fee below the minimum, provided they can document why this amount represents fair market value. However, the Forest Service may reject the proposed fee if the agency determines that it does not reflect fair market value.

Applicants must propose the fee to the Government as a percentage of the concession's adjusted gross revenue. One percentage may be proposed for the entire permit term, or the percentage

may vary each year. However, if a consolidated fee payment will be proposed, one percentage rate must be proposed for the entire period of consolidated payments.

The proposed fee to the Government also must be included in the business plan as an expense item in the cash flow projections.

The fee to the Government may be offset in whole or in part by the value of Government MRRI, performed at the permit holder's expense in accordance with a GT fee offset agreement (*see* section III of the prospectus).

6. Application Fee:

Cost Recovery

Applications submitted in response to this prospectus are subject to cost recovery pursuant to 36 CFR 251.58(c)(3)(iii). Applicants must submit an application fee of \$250 to cover the cost of the prospectus and review of the application. Payments due the United States for this application must be paid in the form of a bank draft, money order, or cashier's check payable to the USDA-Forest Service. Payments will be credited on the date received by the designated Forest Service collection officer or deposit location. Additionally, the selected applicant will be responsible for the cost of preparing and issuing the permit and conducting a Financial Ability Determination (FAD), unless the Forest Service has conducted a FAD on the applicant within the past year. If a FAD has been completed for the applicant within the last 12 months, the applicant will be responsible for the cost of adjusting it to reflect any change this selection will have on the applicant's financial ability.

D. Evaluation of Applications

A Forest Service evaluation panel will evaluate each application utilizing the non-fixed weight method.

The following evaluation criteria are listed in descending order of importance:

- Proposed annual operating plan (including required and optional services).
- Business plan, business experience, and references.
- Financial resources.
- Fees charged to the public.
- Fee to the Government.

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

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

The Forest Service will conduct a FAD on the selected applicant as a prerequisite to issuing a special use permit, unless the agency has a current fiscal year FAD conducted by the Albuquerque Service Center or SBDC for another Forest Service unit.

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

The Forest Service reserves the right to rescind the prospectus at any time before a special use permit is issued. If the Forest Service rescinds the prospectus, application fees will be returned.

V. Post-Selection Requirements

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

- A final annual operating plan containing all the items included in the annual operating plan submitted in response to the prospectus.
- An annual GT fee offset agreement.
- Documentation of required liability insurance and property insurance.
- Required deposits and advance payments (*see* Appendix 10, clause IV.C.1).
- Documentation that utility services have been obtained in the name of the selected applicant.
- A state business license and any other required federal, state, or local certifications or licenses.

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

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 16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

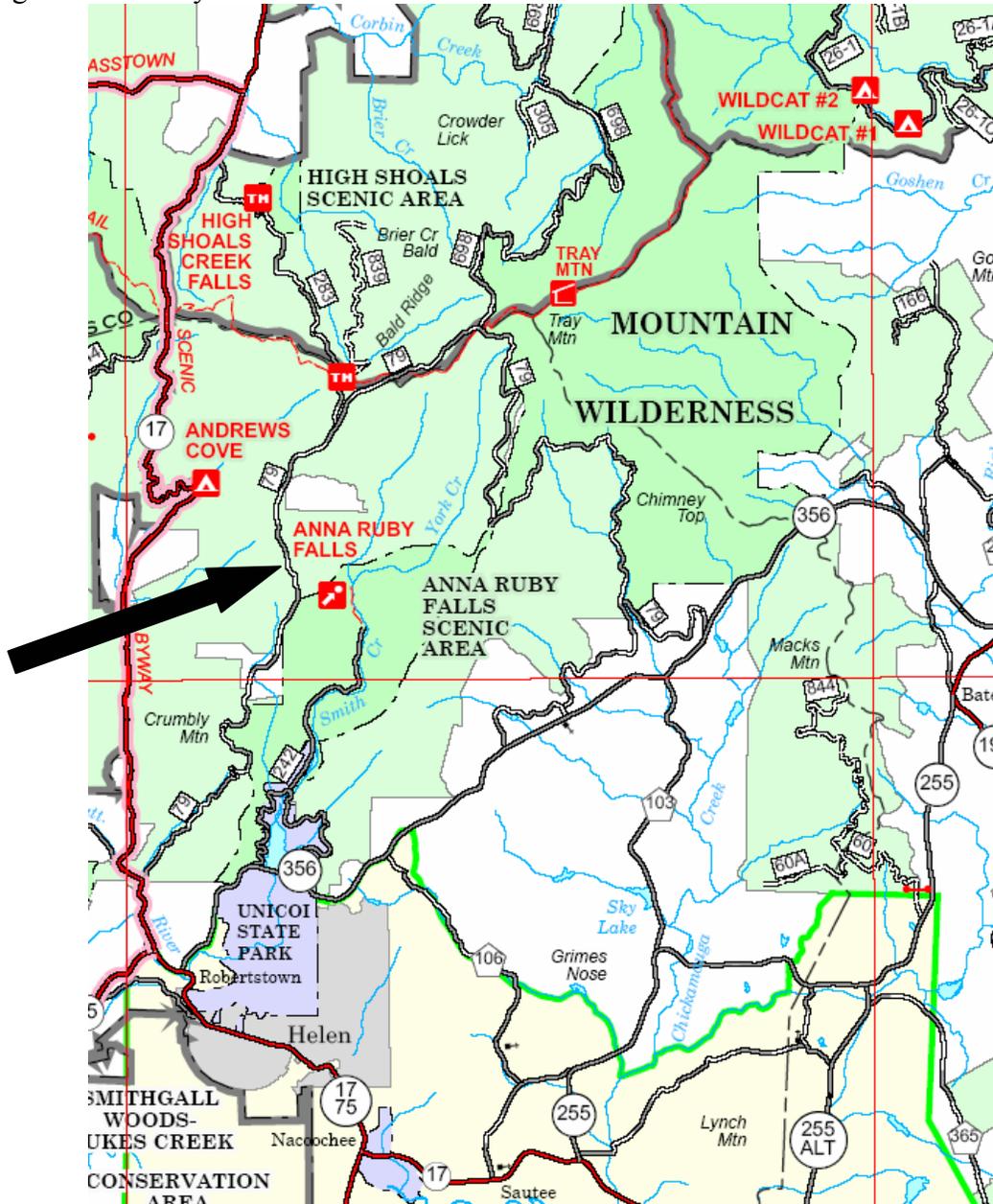
To file a discrimination complaint, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

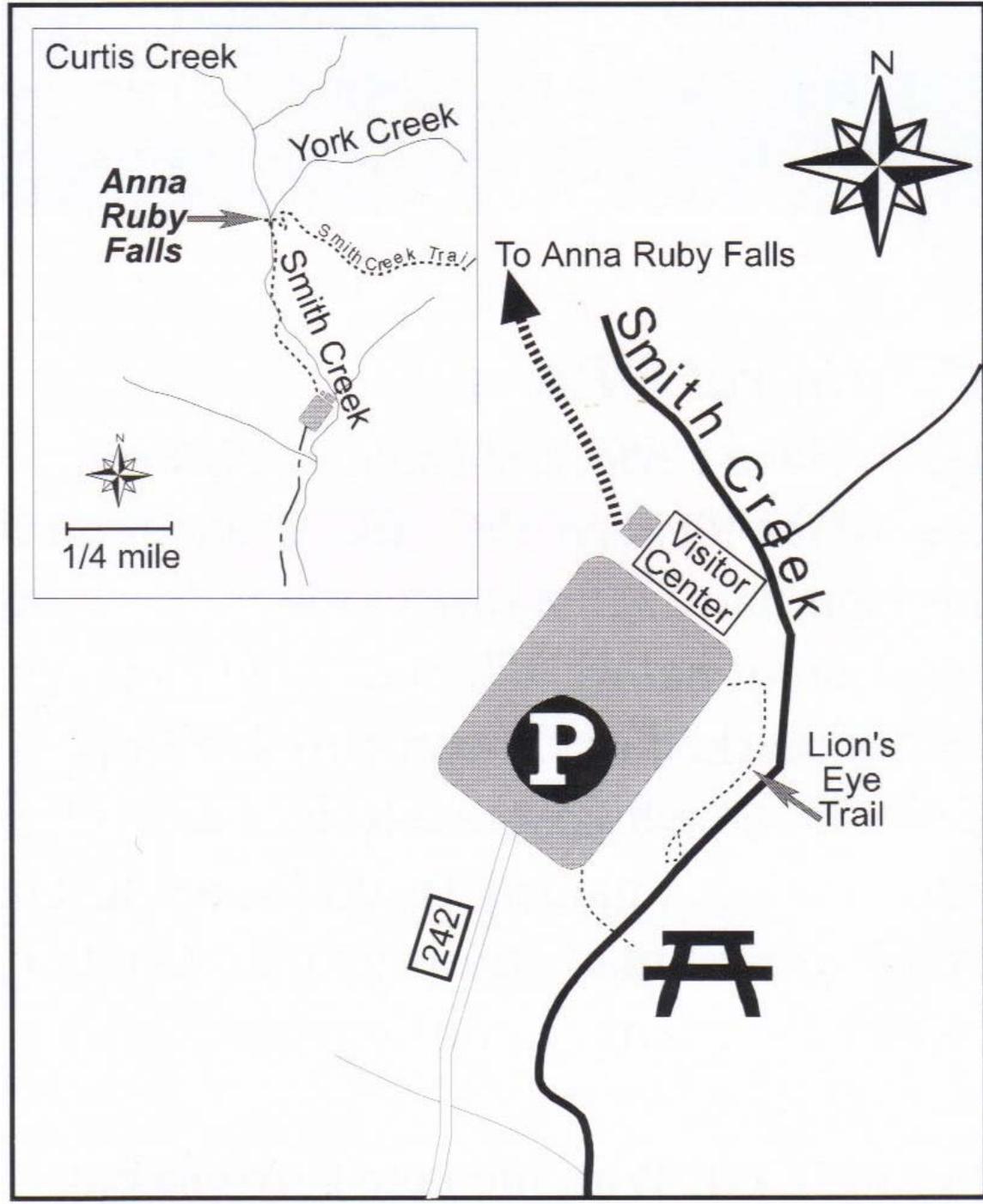
Appendices

Appendix 1: Vicinity and Area Maps

The location of the Anna Ruby Falls Visitor's Center/Gift Shop is located in Northeast Georgia near the city of Helen.



Appendix 2: Map of Anna Ruby Falls Recreation Area



Appendix 3: Inventory of Government-Furnished Property

SITE NAME	FEATURE TYPE	FEATURE CATEGORY	QTY	FEATURE NAME
Anna Ruby Falls			1	Sales Desk
Rec Area			1	Information Desk
Gift Shop			5	Conservation Education Exhibits
			15	Florescent Lighting
			35	Spot Lights
				Carpet Squares (?)
			3	Propane Furnace
			2	Air Conditioners
			1	Desk
			1	Filing Cabinet
			1	Ricoh 4522 Copy Machine
			12	Park Benches
			2	Double Chute Trash Can (Observation Deck)
			1	Bench (Observation Deck)
Anna Ruby Falls			2	220 Volt Hand Dryers
Restrooms			2	Baby Changing Stations
			9	Commodes
			3	Urinals
			4	Florescent Lighting
			4	Sinks
			2	Hand Soap Dispensers
Anna Ruby Falls			5	Storage Areas
Refreshment Ctr			1	Maintenance Room
			2	Steel Gates
			4	Electric Outlets
			4	Florescent Lights
Anna Ruby Falls			14	Picnic Tables (Grp Area)
Picnic Areas			2	Picnic Tables (Lion's Eye)
			5	Picnic Tables (Along Smith Crk)
			3	Grills (2-Grp Area, 1 Smith Crk)
			3	Double Chute Trash Cans (Grp Area)
			2	“ “ (Lion's Eye/Sidewalk)
			6	Benches (Ampitheater)
			8	Interpretive Signs

Appendix 4: Applicable Forest Orders

The acts listed below are covered in various Forest Orders and are applicable to the concession areas covered by this prospectus. They can be found in Forest Orders numbered: CO-00-02-02, CO-00-01-02, CO-00-03-04, CO-00-02-03, CO-00-04-05, CO-00-06-05, and CO-MVXX-2002.

1. Possessing, discharging, or using any kind of fireworks or other pyrotechnic device. 36 CFR 261.52(f)
2. Driving, possessing, parking, or leaving a motorized vehicle on a road, which is closed, by sign, gate or barricade, including earthen barricades extending the width of the road. 36 CFR 261.54(a)
3. Using a Forest Development Road for commercial hauling without a permit or written authorization. 36 CFR 261.54(c)
4. Driving, riding, parking, or leaving any kind of transportation on developed trails, which have been closed to motorized vehicle use and so posted. 36 CFR 261.55(a)
5. Shortcutting a switchback on Forest Development Trails. 36 CFR 261.55(e)
6. Hunting from or constructing a permanent tree stand. 36 CFR 261.58(v)
7. Riding, hitching, tethering or hobbling a horse or other saddle or pack animal in violation of posted instruction. 36 CFR 261.58 (aa)
8. Being publicly nude. 36 CFR 261.58(j)
9. Camping in a prohibited area that is so posted. 36 CFR 261.58(e)
10. Operating a motor vehicle in violation to State law. 36 CFR 261.54(d)
11. Operating a bicycle, motorbike, or motorcycle on a Forest development trail unless designated and posted for this use. 36 CFR 261.55(b)

12. Possession or consumption of alcoholic beverages by any person under 21 years of age, in violation of State Law. 36 CFR 261.58(bb)
13. Providing any person under 21 years of age with alcoholic beverages, in violation of State Law. 36 CFR 261.58(bb)
14. Hitching, tethering or hobbling a horse or other saddle or pack animal closer than fifty (50) feet from a stream or body of water. 36 CFR 261.58(aa)
15. Hitching, tethering or hobbling a horse or other saddle or pack animal in a manner that causes damage to live trees, vegetation or soil. 36 CFR 261.58(aa)
16. Establishing, maintaining, or using a developed campsite shall be limited to a period not to exceed 14 consecutive days. Upon vacating a site, all personal property will be removed. A new campsite may not be re-established within 1 mile of the vacated campsite for a period of 7 days. 36 CFR 261.58(a)
17. Entering or using a developed recreation site or portion thereof which is closed. 36 CFR 261.58(b)
18. Entering or remaining in a campground between 10 pm and 6 am, except for persons who are occupying such campgrounds. 36 CFR 261.58(c)
19. Using a campsite in a developed camping area by other than immediate family, or by a group of more than five (5) persons. 36 CFR 261.58(f)
20. Parking or leaving a vehicle in violation of posted signs and/or instructions. 36 CFR 261.58(g)
21. Parking or leaving a vehicle outside a parking space assigned to one's own campsite. 36 CFR 261.58(h)
22. Possessing, parking or leaving more than two (2) motorized vehicles per campsite for the purpose of camping. 36 CFR 261.58(i)

23. Possessing or operating a motorboat powered by an internal combustion engine on lakes, which prohibit such use and are so posted. 36 CFR 261.58(n)
24. Storing or leaving a boat or raft on or near lakes and is so posted. 36 CFR 261.58(p)
25. Launching a boat except at a designated launching ramp. 36 CFR 261.58(r)
26. Operating a motorboat inside of designated swimming area. 36 CFR 261.58(n)
27. Having food and/or drink on developed beach areas. 36 CFR 261.53(e)
28. Swimming outside designated area. 36 CFR 261.58 (k)
29. Operating a motorized vehicle on a National Forest System Road that has been closed to motorized vehicles by a gate, sign, earthen mound or physical barrier. 36 CFR 261. 54a
30. Operating a motorized vehicle on a National Forest System Trail that has been closed to motorized vehicles by a gate, sign, earthen mound or physical barrier. 36 CFR 261. 55a
31. Possession or use of any motor vehicle in any area off of a National Forest System Road which has not been specifically designated for such use. 36 CFR 261.56.
32. Possession or use of any motor vehicle on any National Forest System Road (other than State or County roads that traverse National Forest System lands) which has not been specifically designated for such use 36 CFR 261.54(e).
33. Possession or use of any motor vehicle on any National Forest System Trail which has not been specifically designated for such use 36 CFR 261.55(a).
34. Operating a motor vehicle on a National Forest System Road carelessly, recklessly, or without regard for the rights or safety of other persons or in a manner or at a speed that would endanger or be likely to endanger any person or property 36 CFR 261.54(f).

35. Operation of any motor vehicle in a designated Off-Road Vehicle Area or trail by a person who is not of legal age to obtain a State Drivers License, without being accompanied by a legally licensed driver 36 CFR 261.53(e).
36. Operating or using any motor vehicle in violation of the Official Code of Georgia Annotated (O.C.G.A.) Title 40, Motor Vehicles and Traffic laws, on a National Forest System Road. Chapter 2, Registration and Licensing of Motor Vehicles of the Official Code of Georgia Annotated (O.C.G.A. 40-2-1 through 40-2-136), shall not apply to either State or County Roads that traverse National Forest System lands. However, State and County law enforcement officials may choose to enforce these provisions 36 CFR 251.54(d).
37. Failure to properly store food or refuse to prevent access by wildlife. 36 CFR 261.58 (cc)
38. Placing, leaving, depositing any food, bait or refuse in a manner likely to attract or concentrate any wildlife, whether for purposes of hunting or viewing animals. 36 CFR 261.58 (cc).
39. For public health and safety, the transportation of a loaded long gun or cocked crossbow in a motor vehicle is prohibited. 36CFR 261.53 e.

NOTE: A firearm is considered “loaded” if a round of ammunition is in the chamber or magazine, a percussion cap is on the nipple, or powder is present in the frizzen pan. A “Long gun” is a firearm with an extended barrel, usually designed to be fired braced against the shoulder. It shall include all rifles, shotguns, carbines, muzzleloaders, and/or other such weapons.

40. For public health and safety, the possession of an alcoholic beverage as defined by state law, while hunting is prohibited. 36CFR 261.58 bb.

NOTE: “Hunting”, as defined at OCGA 27-1-2 (39), means pursuing, shooting, killing, taking or capturing wildlife or feral hogs.

41. For the protection of public health and safety, it is prohibited to possess a controlled substance unless such substance was obtained by the possessor directly, or pursuant to a valid prescription or order, from a practitioner acting in the course of professional practice or

such possession is otherwise allowed by Federal or State Law. 36 CFR 261.53(e)

NOTE: “Controlled substance” means a drug or other substance, or immediate precursor, included in schedules I, II, III, IV, or V of Part B of the Controlled Substances Act (21 U.S.C. §812) as amended; or included in the Official Code of Georgia, Title 16, Chapter 13, as amended.

NOTE: “Practitioner”, means a physician, dentist, veterinarian, scientific investigator, pharmacy, hospital, or other person licensed, registered, or otherwise permitted, by the United States or the jurisdiction in which he practices or does research, to distribute, dispense, conduct research with respect to, administer, or use in teaching or chemical analysis, a controlled substance in the course of professional practice or research.

Appendix 6: Sample Customer Service Comment Card

PLEASE NOTE THAT THIS DOCUMENT IS TO BE USED AS A GUIDE FOR DEVELOPING A CUSTOMER SERVICE COMMENT CARD. THE FINAL CUSTOMER COMMENT CARD MUST BE APPROVED BY THE FOREST SERVICE PRIOR TO USE.

CUSTOMER SERVICE COMMENT CARD

We want your experience in the Chattahoochee National Forest to be a positive one. Please help us by completing this short survey. Thank you for your participation.

Area _____ : **Have you been here before?** **Y** **N**

Date of visit: _____

Residence-State/County/Country: _____

Please check all activities you have participated in during your visit.

- | | |
|---|--|
| <input type="checkbox"/> Camping | <input type="checkbox"/> Swimming |
| <input type="checkbox"/> Hunting | <input type="checkbox"/> Boating (non-motorized) |
| <input type="checkbox"/> Backpacking | <input type="checkbox"/> Boating (motorized) |
| <input type="checkbox"/> Fishing | <input type="checkbox"/> Wildlife/Nature Observation |
| <input type="checkbox"/> Picnicking | <input type="checkbox"/> Touring |
| <input type="checkbox"/> Mountain Biking | <input type="checkbox"/> Staying at Lodge |
| <input type="checkbox"/> Special Event | <input type="checkbox"/> Visiting Historical and/or
Archeological Sites |
| <input type="checkbox"/> Family Gathering | |
| <input type="checkbox"/> Day Hike | <input type="checkbox"/> Other _____ |

FOLD HERE _____

(Stamp area right hand corner)

Chattahoochee-Oconee National Forests
1755 Cleveland Highway
Gainesville, GA 30501

(Text on the back of this postcard)

Please grade your visit in the Chattahoochee National Forest.

Excellent		Satisfactory		Poor
A	B	C	D	E

1. How was the overall cleanliness of the area (litter, campgrounds, toilets, etc.)?

A B C D E

2. How safe and unthreatened did you feel in the area (adequate law enforcement)?

A B C D E

3. Were campground personnel accessible if needed?

A B C D E

4. Was information provided and were your questions handled to your satisfaction?

A B C D E

5. Were personnel courteous and helpful?

A B C D E

6. Are the facilities functional, safe, and well maintained?

A B C D E

Comments (Please use this section to tell us anything you think we should know such as how we could improve your recreation experience or is there something in particular you enjoyed about your visit here?):

Name: _____ Phone: _____

We will gladly respond to your questions or comments!

Appendix 7: Standard Performance Evaluation Form

PERFORMANCE APPRAISAL FORM FOR CONCESSION DEVELOPED SITES

Forest: Chattahoochee National Forest

District: _____

Developed Site: _____

Holder: _____

Administrator: _____

Date: _____

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

A. PERMIT TERMS	Above Standard	Meets Standard	Below Standard
1. Insurance requirements met			
2. Payments timely			
3. Use reports accurate & timely			
4. Title VI requirements met			
5. Other permit terms met (specify below)			
Communications			
Interpretive Programs			
Miscellaneous Sales			
B. OPERATION & MAINTENANCE PLAN			
1. O&M Plan complete & properly submitted			
2. G/T off-set plan submitted in a timely manner			
3. G/T off-set projects completed to standard			
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner			
C. CUSTOMER SERVICE - This evaluation criteria is related to MM standards			
1. Good PR maintained with Forest visitors			
2. Good comments received from visitors			
3. Fees & services provided as represented			
4. Visitor compliance with FS regs obtained			
D. MEANINGFUL MEASURES			
Health and Cleanliness			
1. Humans free from exposure to human waste			
2. Water and sewage treatment systems meet w/all state & FS standards			
3. Garbage does not exceed container capacities			
4. Garbage containers are animal resistant			
5. Sites are free of litter & animal refuse			

6. Graffiti is removed within 48 hours of discovery.			
7. Toilets & garbage locations are free of objectionable odors			
8. "Pack In/Out" message is posted where used, and accumulated trash is removed within 24 hours of discovery			
9. All other facilities are kept clean			
Setting			
1. Effects from recreation use that conflict with environmental laws are analyzed and mitigated			
2. Recreation opportunities and site management are consistent with ROS objectives			
3. Landscape character at all sites is consistent with Forest scenic integrity objective(s)			
4. Existing vegetation management plan(s) are adhered to & vegetation loss or erosion caused by recreation use is corrected or prevented			
5. Numbers of people & vehicles is kept below site capacity			
Safety & Security			
1. Safety inspections completed annually. Documented high risk conditions are corrected prior to use			
2. High-risk conditions that develop during the season are mitigated, or the site is closed			
3. Employees have dependable communications			
4. Activities prohibited under 36 CFR 261.14, sub-part A are dealt with appropriately			
5. Utility systems meet applicable state and local regulations.			
Responsiveness			
1. Facilities, when signed as accessible, meet guidelines in UAOR: A Design Guide			
2. All site entrances are well marked, easily found, and visitors feel welcome			
3. Info boards look fresh, professional, are uncluttered and contain appropriate info. Multi-lingual services are provided as needed			
4. All personnel demonstrate good customer services practices			
Condition of Facilities			
1. All restrooms are functional and in good repair			
2. All facilities, including parking and use sites, meet FS design standards and guidelines in UAOR:A Design Guide, per the transition plan			
3. All structures and facilities meet the INFRA-STRUCTURE definition for good condition			

4. Signs & bulletin boards are well maintained and meet FS standards			
5. Roads are treated to control dust			
6. Vandalism is corrected or mitigated within 1 week of discovery			

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

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

Holder's comments:

(Continue on a separate sheet of paper if desired)

Performance Inspection/Appraisal(s) Overall Rating System

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

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

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

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

With receiving a rating of "Below Standard" for any non-critical element(s), the holder should be given written notice regarding which of the non-critical element(s) did not achieve the "Meets Standard". The performance for these non-critical elements has to be improved prior to the next rating period, which will be defined by the permit administrator. The holder must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special-Use Permit (FS-2700-4h (8-02)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

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

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

Signatures:

Holder or Representative: _____ Date: _____

Forest Representative: _____ Date: _____

Appendix 8: FSM 2342.1, Exhibit 01, Law Enforcement at Concessioned Campgrounds

- A) ROLES AND RESPONSIBILITIES
- B) Concessionaire

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

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

Under the terms of the Special Use for Campgrounds and Related Granger-Thye permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct, or rules of use. The rules of use may be incorporated in the concessionaire's operations and maintenance plan, and the concessionaire may be held accountable for ensuing compliance under the terms of the special-use permit.

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

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

III. State and Local Law Enforcement

Generally, state and local law enforcement agencies have authority to enforce applicable state and local laws, ordinances, and regulations on NFS lands. Under 16 U.S.C. 480, states retain their civil and criminal jurisdiction over persons on the National Forests. Thus crimes involving persons and their property are generally the primary responsibility of state and local law enforcement authorities.

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

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

IV. Forest Service

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

Forest Service personnel should not assume; however, that all laws and regulations applicable to facilities operated by the Forest Service are also applicable to sites operated by concessionaires. The Forest Service would not cite someone for failure to pay a use fee at a concession developed recreation area because a concessionaire, rather than the Forest Service operates the site, and the concessionaire, rather than the Forest Service, retains the use fees.

The regulations at 36 CFR Part 261, Subpart A, apply at both Forest Service and concessionaire-operated recreation areas. In contrast, orders issued under 36 CFR Part 251, Subpart B, may or may not apply at concession recreation areas. A Subpart B order must clearly state the area to which it applies 36 CFR 261.50(c)(1). If the order is Forest wide, it applies to all developed recreation areas, including concession recreation areas within that Forest. Operating Plans for concession developed recreation area permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. A concessionaire's rule of use may be stricter than an order, however.

The Regional Forester or Forest Supervisor may exempt concession developed recreation areas from an order, and may want to exempt them to place more of the responsibility for the site on the concessionaire. Rules of use, rather than the order, would then govern. This approach is consistent with one of the purposes of the developed recreation area concession program that is to reduce expenditure of limited Forest Service resources on administering such sites. When issuing a Subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession recreation areas.

If concession developed recreation areas are exempted from a Subpart B order, the rules of use established by concessionaires may differ from the restrictions contained in the order that apply elsewhere. Forest Service personnel should ensure that they enforce only those Subpart B orders that apply to concession recreation areas.

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

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

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

V. Summary

Crimes involving persons and property are generally violations of state law. State and local law enforcement agencies have jurisdiction to enforce state laws at concession developed recreation areas. Forest Service personnel have the responsibility to enforce Federal laws and regulations related to the administration of NFS lands. Concessionaires may establish and enforce rules of use that are subordinate to Federal, state, and local laws and regulations. Rules of use are not enforceable by Federal, state, or local law enforcement authorities unless violations of rules of use constitute violations of Federal, state, or local laws.

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

Appendix 9: Sample Annual Operating Plan

Applicants must submit a proposed annual operating plan (AOP) as part of their submission. This appendix identifies the minimum requirements and optional services for the applicant's proposed AOP. Applicants are required to propose how they will meet or exceed the minimum requirements and provide optional services identified for each item in the appendix. See Appendix 11: Holder Maintenance and Recondition Plan for guidance.

Applicants should utilize the Sample Annual Operating Plan Outline referenced below to organize their response.

The Forest Service will evaluate this information to rate the applicant against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become part of his/her Annual Operating Plan. The Annual Operating Plan becomes an attachment to the special use permit.

Table of Contents

1. Operating Season:
 2. Staffing:
 - 2a. Supervision/Management
 - 2b. Personnel
 - 2c. Employee Training
 - 2d. Employee Conduct
 - 2e. Uniforms and Vehicle Identification
 3. Customer Service
 4. Operations
 - 4a. Water Systems
 - 4b. Interference with Normal Use of Recreation Sites
 - 4c. Standards for Site Facility Cleaning and Maintenance
 - 4c1. All Facilities
 - 4c 2. Toilets
 - 4c 3. Grounds
 - 4c 4. Trash Receptacles
 - 4c 5. Signs, Bulletin Boards, and Fee Stations
 5. Safety
 - 5a. Safety Inspection
 - 5b. High Risk Conditions
 - 5c. Removal of Hazardous Objects
 - 5d. Identification and Removal of Hazardous Trees
 6. Signs and Posters
 - 8a. Entrance Sign
 - 8b. Title VI Compliance
 7. Holder Advertising
 8. Fire Prevention
 9. Law Enforcement and Security
 10. Communication Systems
 11. Interpretive Programs
 12. Recycling
 13. Additional Revenue-Producing Sales, Services, and/or Fees
 14. Animal interaction
-

1. Operating Season:

The minimum season for each recreation area varies by site. Please reference the Recreation Site Description for current season length. These dates will serve as the minimum length of season.

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

2. Staffing:

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

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

2a. Supervision/Management:

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

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

2b. Personnel

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

2c. Employee Training

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

2d. Employee Conduct

Provide your company's employee conduct policy.

2e. Uniforms and Vehicle Identification

Describe in detail attire for all employee positions.

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

Describe in detail vehicles used.

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

3. Customer Service:

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

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

4. Operations:

The Holder will be responsible for all tasks associated with the daily operation and maintenance of the **recreation areas agreed to in the concession package**.

4a. Interference with Normal Use of Recreation Sites

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

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

4b. Standards for Site Facility Cleaning and Maintenance

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

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

4b1. All Facilities

Facilities are maintained free of graffiti.

Facilities are clean and well maintained.

Numbers of visitors and vehicles do not exceed site capacity.

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

Utility systems meet applicable state and local regulations.

Facilities, when signed as accessible, meet guidelines in Universal Access to Outdoor Recreation: A Design Guide.

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

Walkways shall be kept free of obstructions or excess vegetation.

4b2. Toilets

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

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

Toilets are clean and free of objectionable odor.

Restrooms are functional and in good repair.

4b3. Tables

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

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

4b4. Fire Rings and Grills

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

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

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

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

4b5. Grounds

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

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

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

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

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

4b6. Water Hydrants

Water hydrants meet state and federal standards.

Maintain functional gravel sumps.

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

4b7. Trash Receptacles

Garbage does not exceed the capacity of the garbage containers.

Garbage locations are clean and free of objectionable odors.

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

4b8. Signs, Bulletin Boards, and Fee Stations

Information boards look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information is provided as needed. Signs, bulletin boards, site markers, and fee stations are well maintained, neatly arranged, and meet Forest Service and R8 signage standards.

5. Safety:

The safety and health of all persons is of the up most importance.

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

5a. Safety inspections

An annual all encompassing safety and health inspection will be preformed prior to the high use season. This inspection will document all safety and health problems discovered, note corrective action to be taken, and document completion of corrective actions or mitigating measures. Additionally, continuing attention to will be made to new situations presenting a safety or health concern during the operating season. These discoveries, corrective actions or mitigating measures taken will be documented in writing.

5b. High risk conditions

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

5c. Removal of hazardous objects

Safety hazards, such as but not limited to unsafe branches, tripping hazards, unstable walking surfaces, etc. shall be identified and corrected.

5d. Identification and removal of hazardous trees

The holder is responsible for identifying, monitoring, and contacting Forest Service officials for removing all hazard trees throughout the year. In addition, hazard inspection will be conducted immediately after any major weather event (i.e., hurricanes, tornados, ice storms). The Forest Service will perform duties, as needed, in regards to hazard tree identification and removal.

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

Slash and bucked logs resulting from hazard tree removal will be removed by Forest Service within a reasonable length of time by an approved method.

5e. Safety training for employees

The holder is responsible to provide on-going safety training to ensure a safe work environment and inform and educate their employees about working safely and recognizing unsafe conditions.

6. Signs and Posters

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

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

6a. Entrance sign

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

6b. Title VI compliance

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

7. Holder advertising

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

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

Describe proposed media for advertising.

8. Fire Prevention

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

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

9. Road and Trail Maintenance

The holder is responsible for assisting the Forest Service in maintaining vehicular and pedestrian access in a safe and passable condition and to Forest Service standards. This responsibility includes, but is not limited to, the notification of Forest Service officials when mowing road shoulders and around parking barriers for visibility; filling chuck holes with asphalt materials on paved surfaces; grading and/or controlling dust on unpaved surfaces; and erosion control through grading, ditching, or use of check dams, regardless is needed.

10. Law enforcement and security

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

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

11. Communication Systems

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

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

12. Herbicides and Pesticides

Herbicides and pesticides may not be used without prior written approval from the Forest Service. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. Any request for use shall cover a 12-month period of planned use, beginning 3 months after the reporting date. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands (refer to FS-2700-4h, V.D).

Describe intentions to use specific products.

13. Interpretive programs

Interpretive presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest and its management. Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items. The holder may at a minimum present 2-3 interpretive programs per week during the summer recreation season and 1-2 per month to schools and other groups during the off-peak season.

The applicant may propose an Interpretive Program and Fee Schedule. The holder may subcontract the provision of interpretive services with other organizations such as museums, historic societies, state or other federal agencies, local tourism entities, etc. The FS retains the right to present programs at any campground or other recreation site on the National Forest, subject to coordination with the holder to avoid conflict with other scheduled activities.

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

15. Recycling

Recycling of all materials is encouraged.

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

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

Describe and list all additional revenue-producing sales services or fees you propose to provide. Please reference Part I: Business Opportunity, Section D: Adjunct Business Opportunities of the Concessionaire Prospectus for additional site specific approved activities.

The following is a list of approved sales:

- ❖ sale of camping supplies
- ❖ sale of state fishing licenses
- ❖ sale of state hunting licenses
- ❖ sale of miscellaneous food items (ice, soda, bottle water, etc.)
- ❖ sale of photographic supplies
- ❖ sale of informational and interpretive materials (i.e., books)
- ❖ sale of miscellaneous clothing sales
- ❖ sale of miscellaneous souvenirs
- ❖ guided interpretive tours
- ❖ vending machines

17. Bear Awareness and Precautions: The concessionaire will post information regarding bear awareness and activity as prescribed by the Forest Service. The concessionaire will use bear proof garbage containers where needed to keep from attracting wildlife.

Appendix 10: FS-2700-4h, Special-Use Permit for Campground and Related Granger-Thye Concessions

Authorization ID:
Contact ID:
Use Code: 141
Expiration Date:

FS-2700-4h (03/06)
OMB No. 0596-0082

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

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

THIS PERMIT IS ISSUED FOR THE PURPOSE OF OPERATION AND MAINTENANCE OF FOREST SERVICE DEVELOPED RECREATION SITES UNDER THE GUIDANCE OF A SPECIAL USE PERMIT FOR CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS.

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

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) all of which are hereby made a part of this permit.

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

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

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

C. TERM. This permit shall expire at midnight on December 31, [REDACTED], [REDACTED] 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 [redacted] 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 [redacted] days each year, unless otherwise authorized in writing under additional terms of this permit.

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

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

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

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

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

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

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

I. NONDISCRIMINATION.

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

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

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

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

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

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

III. RIGHTS AND LIABILITIES

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

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

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

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

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

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.F, III.I, and V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the site. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire

suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

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

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during the term of this permit or existing or occurring after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause: a hazard to the safety of workers or to public health or safety; or, harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

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

USER NOTES FOR CLAUSE III.I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. PERMIT FEES AND ACCOUNTING RECORDS

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

B. DEFINITIONS

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

C. PAYMENT SCHEDULE

1. Initial Payment. An initial cash payment representing the portion of the estimated annual permit fee for one month of revenue during the operating season (but not less than \$1,500, unless the total permit fee is less than \$1,500) shall be paid in advance of use each year. This payment is not refundable except to the extent that all or part of the initial cash payment may be offset by the cost of work performed pursuant to a Granger-Thye fee offset agreement as provided in clauses IV.C.3 and IV.E.2.

USER NOTES FOR CLAUSE IV.C.2

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

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

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

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

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

3. Holder-Performed Fee Offset Work.

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

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

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

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

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

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

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

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

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

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work

needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

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

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

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

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

2. Granger-Thye Fee Offset Agreement. Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee.

The agreement shall specify whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

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

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

F. FEE PAYMENT ISSUES

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.
2. **Disputed Fees.** Fees are due and payable by the due date. No appeal of disputed fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments will be made if dictated by settlement terms or an appeal decision.

3. Late Payments

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

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

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

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

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

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

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

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

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

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

V. RESOURCE AND IMPROVEMENT PROTECTION

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

B. WATER SYSTEMS

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

2. For federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall provide a copy of positive lab test to the Forest Service within one week of receiving the lab result. The holder shall notify the State drinking water program and Forest Service within 48 hours of any failure to comply with a federal or state drinking water requirement and make a written record that the notification occurred and place it in the system's record file. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation. The holder shall respond to the microbial contamination event as specified in Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and applicable regulations. The holder shall also perform an annual nitrate/nitrite test every July.

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

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

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

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

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

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

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

USER NOTE FOR CLAUSE V.G.

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

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

holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.

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

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

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

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

VI. REVOCATION, SUSPENSION, AND TERMINATION

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

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

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

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48

hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, or revisions thereto. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

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

VII. MISCELLANEOUS PROVISIONS

A. REGULATING SERVICES AND RATES. The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses.

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

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

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

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

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

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

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

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

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

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

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

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

HOLDER: _____	U.S. DEPARTMENT OF AGRICULTURE Forest Service
By: _____	By: _____
Title: _____	Title: _____ (Authorized Officer)
Date: _____	Date: _____

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

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

<<Use this signature block for corporations.>>

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

Date: _____ CORPORATE NAME:

(CORPORATE SEAL)

By: _____
(Vice) President

ATTEST: _____
(Assistant) Secretary

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

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

(CORPORATE SEAL)

(Assistant) Secretary

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Authorized Officer)

Date: _____

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

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

APPENDIX E:

OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS

I. INTRODUCTION

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

The requirements set forth below are derived from Chapter 7420 of the Forest Service Manual (FSM), which describes the Forest Service Drinking Water Program. The objective of the Forest Service

Drinking Water Program is to protect the health of the public and Forest Service personnel by ensuring that water provided by the Forest Service for human consumption is safe and protected. Where this objective cannot be met, the Forest Service policy is to make such waters unavailable for human consumption. "Human consumption" includes the use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

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

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

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

II. APPLICABLE DEFINITIONS

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

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

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

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

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

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

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

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

sites).

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

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

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

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

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

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

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

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

III. Requirements for Operating Federally Owned Drinking Water Systems

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The permit holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The permit holder shall notify and consult with the Forest Service within 48 hours of notification of a MCL violation or an acute violation.

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

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

2. **Disinfectant Residuals Monitoring for All Systems.** The permit holder shall perform residual disinfectant monitoring in accordance with federal, State, and local regulations for all public systems

requiring disinfection, and shall monitor and take follow-up action for non-public systems requiring disinfection in the same manner (except for reporting to regulatory agencies).

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

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

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

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

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

The permit holder shall forward copies of microbiological test results for federally owned water systems to the Forest Service by the 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.

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

USDA Forest Service

OMB 0596-0082
FS-2700-4h, Appendix B (03/06)

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

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

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

The total estimated annual permit fee is [amount]. [] percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRR) projects listed below in accordance with this agreement. Additionally, [] percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRR projects 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 MRR projects to be performed under this agreement shall not exceed the annual fee.

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

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

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

Signed: _____
Holder or Holder's Agent

Date

Signed: _____
Authorized Officer

Date

Burden Statement

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

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

Holder Maintenance, Reconditioning, or Renovation Plan

Holder maintenance and reconditioning are activities that neither materially add to the value of the property nor appreciably prolong 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, 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, grading of interior roads, cleaning of ditches, water system repairs, etc.

Maintenance items listed below are examples only. During the development of the Annual Operating Plan, the exact maintenance items will be developed by Concessionaire and Forest Service.

The holder shall obtain any licenses and certified inspections required by regulatory agencies and follow federal, state, and local laws, regulations, and ordinances, industry standards, or codes applicable to the permitted operation.

The permit holder's responsibility to perform unforeseen major repairs or replacement of facilities will be limited to a maximum of \$1000.00 per occurrence. Costs over this amount can be charged to government M&R (however, they must be submitted to the Forest Service for approval prior to implementing). This limitation does not apply to events attributed to permit holder actions or negligence; under these conditions, the permit holder will be fully responsible for repair/replacement costs.

MRR Plan

<u>Maintenance Requirement</u>	<u>Frequency</u>	<u>Remarks</u>
Safety and maintenance inspection completed and documented at all sites.	Annually, prior to season opening.	Use forms developed in coordination with FS
Graffiti is removed or sanded/painted over.	Within 48 hours of discovery or notification	FS must approve mat'ls
Repair vandalism, up to \$1,500 per occurrence	Within 1 week of discovery or notification	FS must approve mat'ls

Remove visitor-made firerings, other unapproved user constructed improvements.	Prior to opening, and within 48 hours of discovery thereafter.	
Nails, ropes, wires, other hazards removed.	Prior to opening, and as discovered thereafter	Nails, ropes, wires, other hazards removed.
Straighten/replace broken/ Missing barriers, site marker signs, and posts.	Within 1 week of discovery or notification.	FS must approve mat'ls
Inspect, repair, paint all bulletin boards and replace old memos and notices. Remove old staples.	monthly	FS must approve mat'ls
Inspect, repair, and paint all fee station signs.	Prior to season opening.	FS must approve mat'ls
Inspect, repair, and paint all recreation signs on sites.	Prior to season opening, as needed thereafter.	FS must approve mat'ls
Post posters and paper signs, inspect/replace for damage/weathering.	At season opening, as needed thereafter (when damaged/weathered)	FS must approve all signs.
Inspect, repair, &/or replace toilet roofs, light fixtures, vents/screens	Prior to season opening, as needed thereafter.	FS must approve mat'ls
Inspect, repair, &/or replace all toilet door locks	Prior to opening and after closing	
Inspect, repair and/or replace all toilet seats, leaking plumbing fixtures, and bathroom fixtures.	Prior to season opening, as needed thereafter.	FS must approve mat'ls
Paint exterior/interior/floors of toilet buildings	Every 2-3 years, or as needed.	FS must approve mat'ls
Clean toilets, campground/day use complexes	Checked twice a day; Cleaned At least once a day, mid-morning	
Clean toilets, day use trailheads, fishing sites	Once a week, or as needed.	
Odor control	Before odors become objectionable	Use product specified in Operating Plan, or equivalent.
Grade, level, rake and clear debris/obstructions from walkways/pathways	Prior to opening and upon discovery or notification thereafter throughout season.	
Fill in potholes in campground and picnic area roads/walkways	Prior to opening and upon discovery or notification thereafter through season	To FS maintenance specifications.
Brush or mow around facilities, pathways, walkways, traffic barriers, etc.	Prior to season opening and as needed thereafter.	
Inspect, repair, and/or replace fences surrounding and within sites.	Prior to opening, and as needed thereafter.	FS must approve mat'ls
Inspect all vehicle gates, repair bent sections, and paint	Prior to opening, and as needed thereafter.	FS must approve mat'ls
Maintain water systems. Inspect, repair, and/or replace leaking water system fixtures.	According to Appendix F: Operation of Federally Owned Drinking Water Systems.	FS must approve mat'ls
Excavate and clean water faucet sumps.	Prior to season opening, as needed thereafter.	

Test potable water.	Prior to season opening, monthly thereafter.	See Appendix F.
Winterize water system, including all hydrants.	At closing.	See Appendix F.
Level, rake, and clean debris/Obstructions from tent pads, spurs and camp areas.	Prior to opening.	
Inspect/caulk or seal cracks in concrete tent, firering, and other concrete facilities.	1 time per year.	FS must approve mat'ls
Inspect, repair, and/or replace all firerings and grills	2 times a year	FS must approve mat'ls
Remove and properly dispose of ashes from firerings	When 4" in depth, or ½ full	Ash must be disposed of off of NF lands.
Clean grease and food particles from firerings and grills.	After site is vacated.	
Paint wooden and aluminum tables.	1 time per year	FS must approve mat'ls
Inspect, repair, and replace picnic table planks.	Prior to opening and upon discovery or notification thereafter through season.	FS must approve mat'ls
Paint all benches.	1 time per year	FS must approve mat'ls
Inspect, repair, paint, and/or replace garbage cans.	Prior to opening, and as needed through season.	FS must approve mat'ls
Patrol grounds within permit area to collect, and remove litter.	1 time per day minimum.	
Remove garbage and collected recycled materials.	Weekly or more frequently, as needed.	
Trash scattered by animals, people, or weather is collected and removed	Immediately upon discovery or notification through season.	
Clean/power wash Spider Webs off facilities	1 time per week or as needed.	

Appendix 13: Indirect Cost Reimbursement Letter

Washington Officer letter - July 11, 2002

File 2720/6500
Code:
Route
To:

Date: July 11, 2002

Subject: Indirect Cost Reimbursement in Granger-Thye Permits

To: Regional Foresters

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

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

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

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

Regional Foresters

2

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

Implementation.

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

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

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

/S/ TAMARA I. HANAN

/s/ DAVID G. HOLLAND

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

TAMARA HANAN
Director, Financial Policy
and Analysis

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

USDA Forest Service

OMB 0596-0082
FS-2700-4h, Appendix G (03/06)

Authorization ID

Contact ID

Expiration Date

**APPENDIX G
Granger-Thye Fee Offset Claim Certification
for
SPECIAL USE PERMIT**

**AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11, chapter 50>**

NATIONAL FOREST

RANGER DISTRICT

PERMIT NUMBER

Project Name _____

Holder's Fiscal Year (FY) _____

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

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

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

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

DIRECT GT COSTS

Salaries and Wages	\$ <input type="text"/>
Materials and Supplies	\$ <input type="text"/>
Subcontracts	\$ <input type="text"/>
Other (specify)	\$ <input type="text"/>
Sum of Direct GT Costs	\$ <input type="text"/>
INDIRECT COSTS (<input type="text"/> % x Direct GT costs)	\$ <input type="text"/>
TOTAL GT COST CLAIM FOR PROJECT	\$ <input type="text"/>

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

Signed: _____
Name of Certifying Official

Date: _____

Title of Certifying Official

Burden Statement

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

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

Collection Agreement
between
<Name of Holder>
and
Chattahoochee National Forest

Agreement Number: _____
Cooperator Tax ID #: _____

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

WHEREAS, the holder operates a FS recreation area under a special-use permit dated _____;

WHEREAS (SELECT EITHER #1 or #2) 1) THE HOLDER HAS REQUESTED THE FS TO PERFORM AND THE FS IS WILLING TO PERFORM UNDER A COLLECTION AGREEMENT OR 2) THE FS IS REQUIRING THAT IT PERFORM UNDER A COLLECTION AGREEMENT, the following projects listed in the fee offset agreement: (List all agreed to and approved projects);

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

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

A. The holder shall:

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government maintenance and reconditioning work listed in this agreement, including overhead as determined by the FS up to ___ percent of project costs.
2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the FS's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government, has hereby been given.

B. The FS shall:

1. Deposit payments received from the holder under this agreement into the FS cooperative work fund.

2. Upon receipt of payment from the holder, perform the Government maintenance and reconditioning projects listed in this agreement.
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperators authorized for use for new projects by the cooperative.

C. It is mutually agreed that:

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

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

Date

[TITLE]
for [HOLDER NAME]

Date

Authorized Officer

Chattahoochee National Forest

Appendix 16: Sample Business Plan

**The
Business Plan
For
Chattahoochee-Oconee NF
Chattooga River Ranger District
Anna Ruby Falls Visitor's Center/ Gift Shop_**

USDA Forest Service

A Proposal in Response to
The Chattahoochee-Oconee NF
Chattooga River Ranger District
Anna Ruby Falls Visitor's Center/Gift Shop

Name of Company: _____

Address: _____

Company Contact: _____

Phone: _____

Contents

Part I: The Business	X
Purpose and Goals	X
Description of the Business	X
Legal Structure..	X
Location of Your Business	X
Market And Customers	X
Competitive Analysis	X
Management.....	X
Personnel.....	X
Part II: Financial Data	X
Capital-Equipment List	X
Start-Up Expenses	X
Sources and Uses of Financing.....	X
Monthly Cash Flow Projection	X
Start-Up Balance Sheet.....	X
Start-Up Income Statement Projection	X
Part III: Historical Financial Reports for Existing Business	X
Part IV: Supporting Documents	X
Part V: Appendices	X
Legal Organization	X
Sole Proprietorship	X
General Partnership	X
Corporation	X
Limited Partnership.....	X
Limited Liability Company (LLC).....	X

Part I: The Business

Purpose and Goals

A. *What is your purpose in pursuing this business?*

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

Description of the Business

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

A. *Brief description of the business.*

B. *Briefly describe your knowledge of this industry.*

C. *List the products and services you will provide.*

Legal Structure

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

A. *How is your company legally organized?*

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

B. Why is this legal organization most appropriate for your business?

C. Does your operation require a state registration number? YES _____ NO _____ If "Yes," please include a copy of the registration in the Supporting Documents.

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

Name	Address	SSN	% Ownership
-------------	----------------	------------	--------------------

Location of Your Business

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

A. Planned geographical location.

B. Discuss advantages or disadvantages of the site location.

C. Describe your approach to overcoming any problems.

Market And Customers

The purpose of this section is to present sufficient facts to convince the evaluator that the product or service has a substantial market and can achieve sales in the face of competition. Discuss who the customers are for the anticipated product or service. Where are the major purchasers for the product or service?

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

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

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

Competitive Analysis

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

- A. Identify your key competitors.*

- B. Discuss their strengths and weaknesses.*

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

Area of Comparison	You	Competitors			
		A	B	C	D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					
Other					
Why do you think you can compete with your competitors and capture a share of the market?					

Management

The evaluation team is looking for a committed management team with the proper balance of technical, managerial, and business skills and experience which supports your proposal. Be sure to include complete résumés for each key management member in the Supporting Documents section.
(Use additional pages and attach as necessary)

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

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

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

Accountant _____

Attorney _____

Banker _____

Insurance Broker _____

Advertising _____

Others _____

Personnel

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

(Use additional pages as necessary)

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

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

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

Start-Up Expenses

Start-up expenses are the various costs it takes to open your doors for business.

Item		Cost
Total cost of capital equipment (from page 84)	\$	_____
Beginning inventory of operating supplies		_____
Legal fees		_____
Accounting fees		_____
Other professional fees		_____
Licenses and permits		_____
Remodeling and repair work		_____
Deposits (public utilities, etc.)		_____
Advertising		_____
Insurance		_____
Bonds		_____
Advance permit fees		_____
Other expenses:		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
Total Start-Up Expenses	\$	_____

Sources and Uses of Financing

A. Sources of Financing

Investment of cash by owners \$ _____

Investment of cash by shareholders _____

Investment of noncash assets by owners _____

Investment of noncash assets by shareholders _____

Bank loans to business: short term (one year or less) _____

Bank loans to business: long term (more than one year) _____

Bank loans secured by personal assets _____

Small Business Administration loans _____

Other sources of financing (specify) _____

Total Sources of Financing \$ _____

B. Uses of Financing

Buildings \$ _____

Equipment _____

Initial inventory _____

Working capital to pay operation expenses _____

Noncash assets contributed by owners
(use same amount as in Sources, above) _____

Other assets (specify) _____

Total Uses of Financing \$ _____

Monthly Cash Flow Projection

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

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

*Prospectus for Anna Ruby Falls Recreation Area Visitor's Center/Gift Shop Granger-Thye Concessions, Chattooga River Ranger District
Chattahoochee-Oconee National Forest*

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

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

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

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

Assets

Current Assets		\$	
Fixed Assets	\$		
Less Accumulated Depreciation	\$		
Net Fixed Assets		\$	
Other Assets		\$	
Total Assets		\$	

Footnotes:

Liabilities

Current Liabilities		\$	
Long-Term Liabilities		\$	
Total Liabilities		\$	

Net Worth or Owner's Equity

(Total assets minus total liabilities)		\$	
Total Liabilities and Net Worth		\$	

Footnotes:

Start-Up Income Statement Projection

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

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

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

*Prospectus for Anna Ruby Falls Recreation Area Visitor's Center/Gift Shop Granger-Thye Concessions, Chattooga River Ranger District
Chattahoochee-Oconee National Forest*

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

Part III: Historical Financial Reports for Existing Business

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

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

Part IV: Supporting Documents

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

- ___ Personal résumés of business owners, officers, and partners
- ___ Personal financial statements of business owners, officers, and partners
- ___ Bank or investor letters of intent to finance project
- ___ Copies of business leases pertinent to this business
- ___ Copies of all pertinent existing permits or licenses applicable to this business

Part V: Appendices

Legal Organization

There are several ways in which your business can be legally organized. The more popular forms and their reasons are outlined below.

1. Sole Proprietorship

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

Advantages

Simple to start.

Easy to dissolve.

Owner makes all management decisions.

Pay only personal income tax; business entity not taxed separately.

Disadvantages

Unlimited liability (owner legally liable for all debts, claims and judgments).

Difficulty in raising additional funds.

No one to share the management burden.

Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

2. General Partnership

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

Advantages

Simple to start.

Fairly easy to dissolve.

Additional sources of capital from partners.

Broader management base.

More opportunity for each partner to specialize.

Tax advantages: no separate income tax.

Limited outside regulation, compared to a corporation.

Disadvantages

Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).

Difficulty if raising outside capital.

Divided authority.

Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).

Difficult to find suitable (compatible) partners.

One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.

3. Corporation

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

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state.

"C" Corporation Advantages

Limited liability (as long as you *act* like a corporation-which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a

corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).

Easier to bring in additional capital.

Ownership is transferable.

Company has continuous, perpetual existence.

Possible tax advantages (seek adequate advice from a tax professional).

Gives you more sense of permanence, thus more "weight" in the business world.

"C" Corporation Disadvantages

More expensive to organize.

Highly regulated.

Extensive record-keeping requirements.

Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).

Shareholders/Board of Directors may counter your management decisions.

"S" Corporation Advantages

Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.

You still maintain the limited liability of a corporation.

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

"S" Corporation Disadvantages

There are some restrictions on S Corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).

You must request permission from the IRS to be an S Corporation, and generally, must maintain the calendar year as your fiscal year.

4. Limited Partnership

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

5. Limited Liability Company (LLC)

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

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

USDA Forest Service

FS-6500-24 (03/06) - Page 2
OMB 0596-0082

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

USDA Forest Service

FS-6500-24 (03/06) - Page 3
OMB 0596-0082

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

USDA Forest Service

FS-6500-24 (03/06) - Page 4
OMB 0596-0082

PART B. SUPPLEMENTAL DATA			
THIS STATEMENT IS ON THE-CASH BASIS	ACCRUAL BASIS		
INVENTORIES ARE-LIFO	FIFO	COST OR MARKET WHICHEVER IS LOWER	
NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):			
PART C. INCOME STATEMENT			
	CURRENT YEAR	PAST YEAR	THIRD YEAR
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >
NET PROFIT (LOSS) FOR YEAR			
NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.			

USDA Forest Service

FS-6500-24 (03/06) - Page 5
OMB 0596-0082

PART D (1): CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS		
We, the undersigned, general officers (or members) of (insert name of corporation or partnership) being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up to and including the date of (Month day, year)		
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this day of (Month/Year)		(Affix Notary Seal)
SIGNATURE	TITLE	
PART D (2). CERTIFICATION FOR INDIVIDUALS		
I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.		
INDIVIDUAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this day of (Month/Year)		(Affix Notary Seal)
SIGNATURE	TITLE	
<p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p> <p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</p> <p>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.</p> <p>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.</p>		
☐ U.S. GPO: 1996-720-508		

VI. Pertinent Materials (Available Upon Request)

“Cleaning Recreation Sites” (USDA-Forest Service)

“In Depth Design and Maintenance Manual for Vault Toilets” (USDA-Forest Service)

Appendix 19: Anna Ruby Falls – Monitoring Plan

Bacteriological Monitoring Plan

Public Water System Name: Anna Ruby Falls Visitor Center
Water System Classification: Transient Non-Community (TNC)
PWSID Number: 3110039

I. Purpose

The purpose of this Bacteriological Monitoring Plan is to provide guidance for collecting required coliform samples for compliance with the Total Coliform Rule (TCR) and the Forest Service Manual (FSM 7420).

II. Certified Water System Operator or Responsible Charge

The following person will normally be responsible for collecting samples (name, title, and address):

William Burgess (Until Permittee is certified)

Chattooga River Ranger District

PO Box 1960

Clarksville, GA 30523

Phone: (706) 754-6221

Fax: (706) 754-1021

Testing Lab Contact Information:

Mailing Address: GA DNR EPD
455 14th Street NW
Atlanta, GA 30318-7900

Phone: (404) 206-5200

III. Program Elements

1. **Basic Routine Coliform Monitoring**

The Anna Ruby Falls Visitor Center water system is a public Transient Non-Community (TNC) water system. The system is required by the state to collect one routine water sample for coliform every quarter. The Forest Service Manual (FSM 7420) requires one routine water sample every month. The more stringent of the two requirements shall be followed. **One routine sample shall be collected every month. Identify the sample as Sample Type 1. If any routine or repeat sample in the previous month was positive, follow the increased routine monitoring in Section 2 below, or take samples as directed by Georgia DNR/EPD Lab. Also see attached flow chart for Coliform Sampling Instructions.**

2. **Increased Routine Coliform Monitoring**

Five (5) routine samples are required in the current month, if any of the routine or repeat samples in the previous month was positive for total coliform. All five routine samples may be collected on the same day. Identify all five samples as **Sample Type 1** on the sample form.

(NOTE: Do not confuse this increased routine monitoring with repeat monitoring as discussed in the next section. Repeat monitoring is required in response to a positive routine or repeat sample. The system goes back to basic monitoring (1 sample/month) only if the previous month is totally clean (i.e. no positive routine or repeat samples in the previous month).

3. **Repeat Coliform Monitoring**

If one Routine sample tests positive for total coliform, minimum Four (4) repeat samples are required. Also, Georgia EPD requires that if more than one routine sample is positive, then 3 repeat samples are required for each positive routine sample. Therefore, the total number of repeat samples is required for this system as follows:

- If One (1) routine sample is positive: Four (4) repeat samples are required.
- If Two (2) routine samples are positive: Six (6) repeat samples are required.
- If Three (3) routine samples are positive: Nine (9) repeat samples are required.
- If Four (4) routine samples are positive: Twelve (12) repeat samples are required.
- If Five (5) routine samples are positive: Fifteen (15) repeat samples are required
- Collect all repeat samples within 24 hours of notification of a positive routine sample by the lab or the state.
- All repeat samples must be collected on the same day.
- Identify all repeat samples as Sample Type 2
- If repeat samples cross over to the next calendar month due to late notification by the lab, you still need to collect 5 routine samples for that month to stay in compliance for routine monitoring for the month (e.g. if repeat sampling for September crossed over to October, you still need 5 routine samples for October).

4. **Special Monitoring**

Sometimes samples are collected for other reasons than compliance with the Total Coliform Rule (i.e. seasonal samples after flushing or disinfecting the well to make sure that system is free of coliform bacteria before placing into service). The bacteriological samples which are collected for special purposes must be identified as "Sample Type 5" on the sample collection form.

5. Replacement Sample

If a compliance routine or repeat sample is invalidated by the lab for exceeding holding time limit (too old) or Turbid Culture (TC), or too numerous to count (TNTC) etc, a replacement sample is required. Identify the replacement samples as Sample Type 3.

6. "Sample Type" Codes

Type 1: Routine Sample

Type 2: Repeat Sample

Type 3: Replacement Sample

Type 4: Source Sample (does not count for TCR compliance)

Type 5: Special Sample (does not count towards TCR compliance)

7. Other Important Instructions:

- Plan and collect routine samples in the first week of each calendar month the system is in operation. Early sampling allows time for repeat samples and corrective actions.
- Call the lab to know about the results between 3 to 5 days after sample collection, unless lab has already reported a positive result by phone or fax.
- Maintain a stock of at least 10 coliform sample kits for each system.
- If you go on leave or on detail, assign the duty of sample collection and review of results to another operator. Provide a copy of this plan to the assigned operator.
- Keep a record of corrective actions and contacts made with the state regulators and the state lab.
- File sample results in the water system file in chronological order.
- Notify the state when you close the system for taking corrective actions or for winter and notify again when you re-open the system.

IV. Attachments

1. Total Coliform Rule: A Quick Reference Guide (EPA 816-F-01-035, November 2001)
2. Total Coliform Rule: A Handbook for Small Non-Community Water Systems (EPA 816-B-06-001, July 2006)
3. Operation and Maintenance Manual for Hand Pumps, Second Edition, November 1999 (9923-1209 SDTDC)

V. This Bacteriological Monitoring Plan Prepared By:

Peter S. LaShoto, P.E.
Name

/S/ PETER S. LASHOTO
Signature

