STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

Division of Mining, Land and Water

SMALL BOAT STORAGE PERMIT
WITH COMMERCIAL FEE
Redoubt Bay Critical Habitat Area and Trading Bay State Game Refuge

Under AS 38.05.850

LAS: _____
(Receipt Code: 13)

This permit is issued to:

Name of Grantee: _____

Business Name (if applicable): _____

Street Address: _____

City/State/Zip Code: _____

Phone: _____ Email Address: _____

This permit, in accordance with DMLW General Permit ADL 229120, is issued for the purpose of authorizing the storage of private or commercial recreational boats in designated areas within the Redoubt Bay Critical Habitat Area (RBCHA) and Trading Bay State Game Refuge (TBSGR).

This permit is issued for the purpose of authorizing the Grantee to store the following described small boats in the designated boat storage areas of the RBCHA and/or TBSGR:

Location	No. of Identical boats	Length	Type of Boat/Motor	AK Boat Number	Registration Tag No. and Year	Motor Removed Off-Season?
Example BRL	*2*	*16'*	*Jon Boats, Jet Outboards*	*AK-8588-AM; AK-8585-AM*	*LWC06870212; LWC060790212*	*Yes or No*

Please attach additional sheet(s) for more boats.

Do you have an Alaska Department of Fish & Game permit? (Check one) ☐ Yes ☐ No *NOTE: ADF&G permit is needed.

Alaska Department of Fish & Game permit number: _____

This permit is effective **beginning** _____ and **ending** _____ unless sooner terminated at the State's discretion. This permit does not convey an interest in state land and as such is revocable immediately, with or without cause. No preference right for use or conveyance of the land is granted or implied by this authorization.

By signing this form, the Grantee agrees to comply with the stipulations of this permit.

_____ _____
Signature of Grantee Date

_____ _____
Signature of Authorized State Representative Date of Issuance

Stipulations:

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Use Fees:** The Grantee shall pay to DMLW an annual use fee of **$600**. The use fee is due on or before the annual anniversary of the effective date of this permit without the necessity of any billing by DMLW. The annual use fee is subject to adjustments in any relevant fee schedule.
3. **Penalty Charges**: The Grantee shall pay a fee for any late payment or returned check issued by the Grantee as follows:
   a. **Returned Check Penalty:** A returned check penalty of $50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.
   b. **Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment. The amount is the greater of either $50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.
   c. **Failure to Pay:** Failure to pay either the annual permit fee and/or Visitor Day fees when due is a default of the terms and condition of this permit. Failure to pay fees subjects this permit to termination.

   Advisory: To avoid being responsible for additional land use fees, any Grantee planning to terminate a permit must do so prior to the date on which the annual land use fee is due.
4. **Compliance with Governmental Requirements; Recovery of Costs:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
5. **Boat Labeling:** Boats shall be labeled with the owner's name, business name, and State of Alaska AK numbers. If the boat is used in a commercial activity, it also needs a vessel license from the Commercial Fisheries Entry Commission.
6. **Bank Alteration:** The lakeshore shall not be altered to facilitate boat launching or removal.

7. **Operating Season Requirements:**

   a. Boats must be stored in the ADF&G designated boat storage area. Boats not used during any operating season covered under this permit must be removed from the RBCHA and TBSGR prior to the beginning of the following operating season.

   b. No more than 12 gallons of fuel per boat may be stored during the operating season. Fuel must be stored in the confines of boats.

   c. Only equipment directly associated with boat operations (i.e. motor, fuel tanks, fuel lines, anchor, line, life jackets, etc.) may be stored during the season in which boats are used. Motors and fuel tanks must be marked with the owner's name.

   d. Boats must be equipped with bear-proof containment for the storage of food and fish. All refuse and food must be removed on a daily basis. Boats must be kept clean, and in a safe condition.

8. **Off-Season Requirements:** Boats must be removed from the RBCHA and TBSGR or placed at the ADF&G designated over-winter area and stored appropriately. Fuel must be purged from the motors and the motors must be stored appropriately. Boating related gear, other personal property, fuel, and hazardous substances must be removed and cannot be stored during the off-season.

9. **Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

   If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

   Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state offshore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

   Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email dnr.scro.spill@alaska.gov, (907) 269-8503; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email sero@alaska.gov, (907) 465-3400. The Grantee shall supply the AO with all incident reports submitted to DEC.

10. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological, or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Outdoor Recreation.

11. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.

12. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

13. **Indemnification:** The Grantee assumes all responsibility, risk, and liability for all activities of the Grantee, its employees, agents, guests, contractors, subcontractors, or licensees directly or indirectly conducted in conjunction with this permit, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this permit. The Grantee shall defend, indemnify, and hold harmless the State, its employees, and its agents from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind of nature including all attorney fees and litigation costs, arising out of, in connection with or incident to any act or omission by the Grantee, its employees, agents, guests, contractors, subcontractors or licensees unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or anyone acting on the State's behalf. Within 15 days, the Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the expiration or termination of this permit.
14. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
15. **Reservation of Rights:**
    a. The AO reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization.
    b. Authorized concurrent users of state land, their agents, employees, contractors, subcontractors, and licensees, shall not interfere with the operation or maintenance activities of each user.
    c. The AO may require authorized concurrent users of state land to enter into an equitable operation or maintenance agreement.
16. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
17. **Assignment:** This permit may not be transferred or assigned.
18. **Violations:** A violation of this authorization is subject to any action available to the State for enforcement and remedies, including revocation of the permit, civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. The State may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or AS 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.
19. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
20. **Site Restoration:** On or before permit expiration (if a reissuance application has not been submitted) or termination of this authorization by the Grantee, the Grantee shall remove all improvements, personal property, and other chattels, and return the permitted area to a clean and safe condition. In the event the Grantee fails to comply with this requirement, the Grantee shall be held liable for any and all costs incurred by the State to return the permitted area to a clean and safe condition.

21. **Annual Report:** An annual report shall be submitted within 30 days after the seasonally authorized term of use or the annual anniversary date of the authorization, whichever is applicable. The report shall contain the following information:

    a. a statement of restoration activities and methods of debris disposal;

    b. a statement that the Grantee has removed all boating related gear, other personal property, fuel, and hazardous substances from the authorized area;

    c. a report covering any known incidents of damage to the vegetative mat and underlying substrate, and follow-up corrective actions that may have taken place while operating under this authorization; and,

    d. photographs of the permitted site taken before, during, and after the proposed activity, each consisting of a series of aerial view or ground level view photos that clearly depict compliance with site cleanup and restoration guidelines.

22. **Completion Report:** Pursuant to 11 AAC 96.070, a completion report shall be submitted prior to relinquishment, or within 30 days after expiration or termination of the authorization. The report shall contain the following information:

    a. a statement of restoration activities and methods of debris disposal;

    b. a statement that the Grantee has removed all improvements and personal property from the authorized area;

    c. a report covering any known incidents of damage to the vegetative mat and underlying substrate, and follow-up corrective actions that may have taken place while operating under this authorization;

    d. and, photographs of the permitted site taken before, during, and after the proposed activity, each consisting of a series of aerial view or ground-level view photographs that clearly depict compliance with site cleanup and restoration guidelines;

    Failure to submit a satisfactory report subjects the site to a field inspection requirement for which the Grantee may be assessed an inspection fee, as outlined herein.

23. **Permit Expiration/Termination:** On or before permit expiration or termination of this authorization by the Grantee, all personal gear and other chattels shall be removed from the site. The site shall be restored to a clean safe condition. If the Grantee fails to remove the improvements in compliance with this requirement, the Department may seize, destroy, or remove the improvements, whichever is more convenient for the Department, at the Grantee's expense, including the Department's costs associated with restoration and expenses incurred in the performance of these duties. (11 AAC 96.040(f))

    <u>Advisory:</u> To avoid being responsible for additional land use fees, any Grantee planning to terminate a permit must do so prior to the date on which the annual land use fee is due. To successfully terminate a permit, a Grantee must satisfy the site restoration and reporting requirements of this authorization prior to requesting termination.

24. **Performance Guaranty:** The Grantee shall provide a surety bond or other form of security acceptable to the Division in the amount of **$500.00 for the first boat and $100 for every boat thereafter for boats stored without motors or $1,000 for first boat and $200 for every boat thereafter for boats stored with motors**, payable solely to the State of Alaska, Department of Natural Resources. Such performance guaranty shall remain in effect for the term of this authorization and shall secure performance of the Grantee's obligations hereunder. The amount of the performance guaranty may be adjusted by the Authorized Officer upon approval of amendments to this authorization, changes in the development plan, upon any change in the activities conducted or performance of operations conducted on the premises. If the Grantee fails to perform obligations under this permit in a reasonable time, the State may perform the Grantee's obligations at the Grantee's expense. The Grantee agrees to pay within 20 days following demand, all costs and expenses reasonable incurred by the State of Alaska as a result of the failure of the Grantee to comply with the terms of this permit. The provisions of this permit shall not prejudice the State's right to obtain remedy under any law or regulation. If the Authorized Officer determines that the Grantee has satisfied the terms and conditions of this permit, the performance guaranty may be released. The performance guaranty may only be released in writing signed by the Authorized Officer.

The Regional Manager reserves the right to modify the stipulations attached and made a part of this permit or attach additional stipulations when deemed necessary. The Grantee will be advised before any such modifications or additions are finalized. Any correspondence on this permit may be directed to: Department of Natural Resources, Division of Mining, Land and Water, Southcentral Regional Land Office, 550 W. 7th Ave, Suite 900C, Anchorage, AK 99501-3577. Telephone Number: (907) 269-8552; FAX: (907) 269-8913.