



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Division of Mining, Land and Water

An **Over the Counter (OTC) Research Permit** is for de minimis research activities on state-owned land managed by the Division of Mining, Land and Water (DMLW) for greater than 14 days in any one location. OTC permits for research can be issued for up to five years and require an application fee of \$240.00 and an annual fee payment of \$240.00.

De Minimis Research are activities which fall within the following criteria:

- Fuel use and storage must be temporary and may not exceed 55 gallons in either a single container or a combination of containers.
- Structures shall be limited in nature and not be habitable.
- Footprint for individual sites shall be limited to an area 10' x 10'. Individual sites shall be separated by enough distance to not impact other uses and the cumulative area shall not exceed 10' x 10'.
- Anchors cannot be abandoned in place.
- The research activity cannot restrict access.
- All activities shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.

Applications will be evaluated by DMLW staff for OTC applicability. DMLW retains the ability to require a land use permit if the activity is not de minimis in nature.

If you are planning to occupy state land for greater than 14 days, please complete the enclosed OTC Research Permit form.

Please completely fill out Sections 1 and 2 of this form. In Section 2:

- Identify the location of the research activities on state land and the project description,
- If possible, provide a map and GPS location of sites,
- Identify whether or not the location will be within any State Forest, State of Alaska Range, Refuge, Sanctuary or Critical Habitat Area,
- Mark the month(s) of the calendar year the research would occur as well as how many years, and
- Sign and date the permit form.

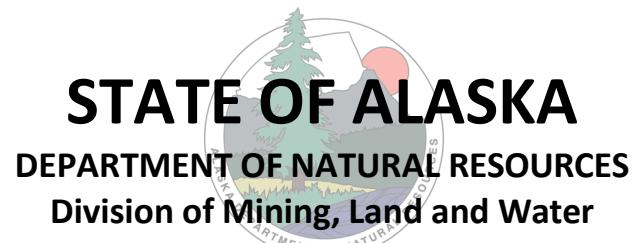
Please submit the completed permit form, annual fee per 11 AAC 05.180(d)(2)(K) and Directors Fee Order #3, and \$240 application fee per 11 AAC 05.180 (d)(1)(C) and Directors Fee Order #3 to one of the offices listed below. Checks or money orders should be made payable to the State of Alaska. Submittals may be by mail or email. If approved, a use fee will also be due.

FOR ADDITIONAL INFORMATION, CONTACT THE DEPARTMENT OF NATURAL RESOURCES

Northern Region Land Office
3700 Airport Way
Fairbanks, AK 99709-4699
(907) 451-2740
nro.lands@alaska.gov

Southcentral Region Land Office
550 West 7th Ave, Suite 900C
Anchorage, AK 99501-3577
(907) 269-8503
dnr.scro.permitting@alaska.gov

Southeast Region Land Office
P.O. Box 111020
400 Willoughby Ave., 4th Floor
Juneau, AK 99811
(907) 465-3400
sero@alaska.gov



Over the Counter Research Permit

Under AS 38.05.850

For Department Use Only
Application received date stamp

Application Receipt Type: 7A
Annual Fee Receipt Type: 7E

LAS # _____

(Applicant please provide if known)

This permit is issued for the purpose of authorizing de minimis research activities on state lands that are managed by the Division of Mining, Land and Water.

Section #1: Permittee Information

Name of Applicant: _____

Business Name: _____ Alaska Business License #: _____ (If applicable)

Main Contact (if not listed above): _____

Address: _____ Telephone Number: _____

Fax Number: _____

Email: _____

Date of Birth: _____

Public Non-profit including Federal, State, Municipal Government Agency Other Commercial or industrial

Section #2: Permitted Activity and Permit Term

Provide a project description and approximate footprint of the research activity:

Are you planning to store fuel?

Yes No If "yes", please list fuel amounts and container types:

Are you planning to utilize batteries or other hazardous materials?

Yes No If "yes", please list amounts and container types:

Duration of Project: The proposed activity will require the use of state land for: **(Check one)**

A single term of less than one year. Beginning month: _____ Ending month: _____

A multi-year term for up to 5 years. Beginning year: _____ Ending year: _____

Mark months when seasonal storage will occur (Fuel storage may not be more than 6 months in a calendar year):

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sept, Oct, Nov, Dec

Project Location

General Geographic Location: _____

Latitude/Longitude or UTM: _____

Section: _____ Township: _____ Range: _____ Meridian: _____

Section: _____ Township: _____ Range: _____ Meridian: _____

Proposed project will require the use of up to _____ square feet. (Please add additional sheets for this section as necessary.) A map of the area may be attached to this form.

Identify any State Forest, State of Alaska Range, Refuge, Sanctuary and/or Critical Habitat Area where the research would occur:

Identify approximately where and how you will be accessing the site. Any trails used, access via the water or tidelands, heavy machinery or equipment transported, etc.:

By signing this form, the permittee agrees to conduct the activity in accordance with the stipulations on pages 5-10.

Signature of Permittee

Title

Date

In submitting this form, the applicant certifies that no changes have been made to the original text of the form or any attached documents provided by the Division.

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120, unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, or qualifies for confidentiality under AS 43.05.230, AS 45.48, or other state or federal laws. Public information is open to inspection by you or any member of the public. A person who is the subject of the personal information may challenge its accuracy or completeness under AS 40.25.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under

AS 11.56.210. In submitting this form, the applicant agrees with the Department to use “electronic” means to conduct “transactions” (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the Department may retain this record as an electronic record and destroy the original.

A non-refundable filing fee may be required to complete application submittal. See current Director’s Fee Order for applicable fees.

For Office Use Only

Permit Fees and Issuance

The Department will charge/has received an application and permit fee of \$ _____. See current Director’s Fee Order for applicable fees.

Fees waived under 11 AAC 05.020.

Signature of Authorized State Representative

Date of Issuance

Permit 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) **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.
- 3) **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.
- 4) **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
- 5) **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.
- 6) **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.
- 7) **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.
- 8) **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, or archaeological 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 Recreation.

9) **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.

10) **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.

11) **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.

12) **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

13) **Posting Placard:** A placard made using the DMLW provided template included with this permit shall be placed on-site in a conspicuous location visible from the most common access route or vantage point.

14) **Assignment:** This permit is not transferable and cannot be assigned or subleased, in whole or in part, to another party. It is issued to authorize specific activities requested by the permittee that are not included in the category of "generally permitted (allowed) uses." (11AAC 96.010-020.)

15) **Revocable at Will:** This permit does not convey an interest in state land and as such is revocable, with or without cause. The department will give 30 days' notice before revoking a permit at will. A revocation for cause is effective immediately.

16) **Reservation of Rights:** The AO reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. 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. The AO may require authorized concurrent users of state land to enter into an equitable operation or maintenance agreement.

17) **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.

18) **Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (ADEC) and AO by phone of any unauthorized discharge of oil to water, any discharge of hazardous substance (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 ADEC Area Response Team: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-

5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The ADEC 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 email: Anchorage email dnr.scro.spill@alaska.gov, (907) 269-8528; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email sero@alaska.gov, (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to ADEC.

- 19) **Batteries:** Batteries which contain hazardous liquids should be completely sealed valve regulated, spill-proof, leak-proof and mounted in an appropriate container. Batteries lacking the preceding properties must have an appropriate drip pan designed to hold 110% of the total liquids held by the battery/batteries. Batteries, new or used, may not be stored or warehoused. Any battery/batteries that are not in use must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances. All hazardous material containers shall be marked with the Grantee's or contractor's name, dated, and transported in accordance with 49 CFR 172 (EPA Hazardous Material Regulations) and 18 AAC 62.
- 20) **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.
- 21) **Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment of \$50.00 and will be assessed on each past-due payment until paid in full.
- 22) **Use Fees:** The Grantee shall pay to DMLW a \$240 annual use fee. 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. If the Grantee is a state, federal, or municipal agency, they may qualify for a fee waiver under 11 AAC 05.020.
- 23) **Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
- 24) **Completion Report:** The AO may require that a completion report be submitted prior to relinquishment, or within 30 days after expiration or termination of the authorization. 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. 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 to document permit compliance. Photographs must consist of a series of aerial view or ground-level view photographs that clearly depict compliance with site cleanup and restoration guidelines.
- 25) **Site Disturbance:** Site disturbance shall be kept to a minimum amount of ground necessary to protect local habitats. All activities shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems. Particular attention must be paid to prevent pollution and siltation of streams, lakes, ponds, seeps and marshes, and to prevent disturbances to fish and wildlife populations and habitats. Brush clearing is allowed but should be kept to the minimum necessary. Removal or destruction of the vegetative mat is not authorized under this permit. Establishment of, or improvements to, landing areas (i.e. leveling the ground or removing or modifying a substantial amount of vegetation) is prohibited. Attention must be paid to prevent pollution and siltation of streams, lakes, ponds, wetlands, and disturbances to fish and wildlife habitat. Any ground disturbances which may have occurred shall be contoured to blend with the natural topography to protect human and wildlife health and safety.
- 26) **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.

27) **Indemnification:** Permittee assumes all responsibility, risk and liability for all activities of the permittee, 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. Permittee shall defend, indemnify and hold harmless the State of Alaska, its employees and 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 permittee, 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 States behalf. Within 15 days, Permittee shall accept any such cause action or proceeding upon tender by the state. This indemnification shall survive the expiration or termination of this permit.

If the Grantee qualifies as the University of Alaska, in lieu of indemnification, the Grantee shall be responsible for any claim or demand for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the permit site.

28) **Fuel and Hazardous Substance Storage:** Fuel storage may not exceed 55 gallons in either a single container or combination of containers. The storage of petroleum products below Ordinary High Water (OHW) or Mean High Water Mark (MHWM) is prohibited.

All fuel storage containers and associated materials must be removed by the permit expiration date.

Secondary containment shall be provided for fuel or hazardous substances.

All fuel and hazardous substance containers shall be marked with the contents and the permittee's name using paint or a permanent label.

The AO may under unique or special circumstances grant exceptions to this stipulation on a case-by-case basis. Requests for exceptions should be made to the AO.

Definitions.

Containers means any item which is used to hold fuel or hazardous substances. This includes tanks, drums, double-walled tanks, portable testing facilities, fuel tanks on small equipment such as light plants and generators, flow test holding tanks, slop oil tanks, bladders, and bags. Manifolded tanks or any tanks in a series must be considered as single independent containers. Vehicles, including mobile seismic tanks, are not intended to be included under this definition.

Hazardous substances are defined under AS 46.03.826(5) as (a) an element or compound which, when it enters the atmosphere, water, or land, presents an imminent and substantial danger to the public health or welfare, including fish, animals, or vegetation; (b) oil; or (c) a substance defined as a hazardous substance under 42 U.S.C. 9601(14).

Secondary containment means an impermeable diked area or portable impermeable containment structure capable of containing 110 percent of the volume of the largest independent container. Double-walled tanks do not qualify as secondary containment unless an exception is granted for a particular tank. All piping and manifolds shall be within secondary containment.

Surface liner means any safe, non-permeable container (e.g., drip pans, fold-a-tanks, etc.) designed to catch and hold fluids for the purpose of preventing spills. Surface liners should be of adequate size and volume based on worst-case spill risk.

29) **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.

30) **Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.

31) **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.

32) **Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.

33) **Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance, and may require additional fees and changes to the terms of this authorization.

34) **Development Plan:** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.

35) **Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.

36) **Improvements:** Any improvements/structures that may be authorized under this permit must be constructed in a manner that will allow for removal from the permitted site within 48 hours of receiving a notice to vacate. The establishment of permanent foundations and structures is prohibited under this permit. Authorized temporary improvements must be sited in a manner which impacts the least amount of ground consistent with the purpose of the facility. Any use of these improvements for purposes other than those explicitly authorized by this permit are prohibited.

37) **Food Storage:** Food and refuse will be stored in bear-proof containers.

38) **Caching:** Caching of any equipment, materials, or supplies after the dates of authorized use is specifically prohibited. All items must be secured above seasonal flood areas and must be at least 100 feet from the ordinary high-water mark of any waterbody or the mean high tide line. Disassembled tent/weatherport frames, platforms, and other approved items must be consolidated in one area, stored in a manner requiring minimal space, and securely covered. The material used to cover the items should visually blend in with the natural surroundings. Tent and weatherport frames must be disassembled while not in use. Small miscellaneous camp gear, if authorized, must be stored in durable containers.

39) **Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.

40) **Accidents/Incidents:** The Grantee will notify the Northern Region Land Office (NRO) in Fairbanks immediately (within 24 hours) of any serious accidents, injuries or operational problems associated with this permit including but not limited to conflicts with other operators or the general public. The NRO phone number is (907) 451-2740. The Grantee must maintain complete records of all accidents and incidents and be available for DNR review upon request.

41) **Boat Storage:** Only equipment directly associated with boat operations (e.g. motor, fuel tanks, fuel lines, anchor, line, life jackets) may be stored. All items must be stored in or under the boat(s). Boat storage areas must be kept clean of trash, refuse and other debris.

Boat storage during the operating season:

- Boats shall be pulled on shore or anchored near the shoreline. Pulling the boat(s) to a location immediately landward of the ordinary high-water mark is recommended.
- A maximum of 12 gallons of fuel may be stored inside the boat(s) or immediately landward of the ordinary high-water mark. The storage of other fuel, oil or other hazardous materials is not authorized.
- Motors and fuel tanks shall be marked with the contents and owner's name. No other storage of equipment or materials is authorized.

Boat storage during the off-season:

- Boats shall be completely removed from the waterbody and pulled landward of the ordinary high-water mark.
- All fuel must be purged from the boat motor(s) prior to storage.
- All outboard motors will be detached from the watercraft and placed in impermeable containment.
- Over-winter storage of fuel, motors and other hazardous materials (batteries, starting fluids, oil, etc.) is prohibited.

If a person responsible for an unremedied violation of 11 AAC 96 or a provision of a permit issued under this chapter (11 AAC 96) applies for a new authorization from the department under AS 38.05.035 or 38.05.850, the department may require the applicant to remedy the violation as a condition of the new authorization, or to begin remediation and provide security under 11 AAC 96.060 to complete the remediation before receiving the new authorization. If a person who applies for a new authorization under AS 38.05.035 or 38.05.850 has previously been responsible for a violation of this chapter or a provision of a permit issued under this chapter, whether remedied or unremedied, that resulted in substantial damage to the environment or to the public, the department will consider that violation in determining the amount of the security to be furnished under 11 AAC 96.060 and may require the applicant to furnish three times the security that would otherwise be required.

The Authorized Officer reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The grantee will be advised before any such modifications or additions are finalized. DNR has the authority to implement and enforce these conditions under AS 38.05.850. Any correspondence on this permit may be directed to the appropriate regional land office.