

**State of Alaska**  
**Department of Natural Resources**  
**Division of Parks & Outdoor Recreation**  
**Special Park Use Permit**  
**11 AAC 18.010**



**PERMIT #: LAS 33198**

**Name of Permittee:** Will Chaney, CEO  
**Business Name (If applicable):** Nushagak Cooperative, Inc.  
**Address:** P.O. Box 350  
**City/State/Zip Code:** Dillingham, AK 99576  
**Phone:** 907-842-5251

Nushagak Electric, herein known as the Grantee, is issued this permit from the Department of Natural Resources, herein known as the Grantor, authorizing the use of state land within:

**Legal Description**

This permit is limited to the submerged lands of the Nuyakuk River and lands within one (1) mile of the Nuyakuk River within Township 3 South, Ranges 51 and 52 West, Seward Meridian. This permit excludes private land and native allotments, including native allotments for which the state has decided to re-convey the land to the United States but has not yet completed the transfer of title and native allotments which are still subject to adjudication by the U.S. Department of the Interior.

This permit is effective beginning **May 1, 2023** through **October 1, 2025**, unless sooner terminated at the state's discretion. This permit does not convey an interest in state land and as such is revocable, with or without cause. The Grantor will give 30 days' notice before revoking a permit at will. A revocation for cause is effective immediately. No preferential right for use or conveyance of the land is granted or implied by this authorization.

**This permit is issued for the purpose of authorizing the following:**

- To conduct scientific research activities including feasibility evaluations for a proposed hydroelectric project at the Nuyakuk River Falls. Proposed research will include real-time kinematic, cultural, fisheries, noise, wetland and vegetation surveying.
- Use of one (1) 12' x 20' plywood cabin and one (1) 12' x 20' wooden weatherport platform.
- Installation of one (1) 16 x 24' wooden weatherport platform a minimum of 300 feet from any waterbody. Installation of one (1) 10' x 12' sonar tent shelter upstream of Nuyakuk River falls.
- Installation of one (1) temporary self-contained latrine a minimum of 300 feet from any waterbody.
- Installation and storage of three (3) removable floating docks, two upstream and one downstream of the Nuyakuk River falls. Dock size may not exceed 100 square feet per dock.
- Storage of two vessels.
- Utilize helicopter to conduct the following:
  - (a) Deliver and remove wooden platform materials to approved locations.
  - (b) Deliver research personnel to the Nuyakuk River falls between May 1 – June 15 in 2023 and 2024 when other means of access are not available.

All temporary structures must be removable within seven (7) days or at a schedule authorized by the authorized officer AO.

This permit is issued subject to the following:

- Payment of permit fee of **\$12,100** and an annual use fee in the amount of **\$11,200/year** due on or before the annual anniversary date and any additional fees identified in the stipulations below.
- Proof of insurance as described in stipulations below.

- Remittance of a performance guaranty in the amount of \$10,000 as required in the stipulations below.
- Signed copy of permit.

The non-receipt of a courtesy billing notice does not relieve the Grantee from the responsibility of paying fees on or before the due date.

**A signed hardcopy of this permit must remain at the project site at all times for use and reference by Nushagak Cooperative Inc. and its agents. All activities shall be conducted in accordance with the following stipulations:**

### **General Stipulations**

1. **Authorized Officer.** The Authorized Officer (AO) for this permit is the Director of The Division of Parks and Outdoor Recreation. The Director may be contacted at 550 W. 7<sup>th</sup> Ave., Suite 1380, Anchorage, AK 99501-3577; or by phone at (907) 269-8700.
2. **Compliance with Governmental Requirements; Recovery of Costs.** Permittee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this authorization. Permittee shall ensure compliance by its' employees, agents, contractors, subcontractors, licensees, or invitees.
3. **Non-Exclusive Use.** This permit shall not be construed as limiting the rights of the AO to issue similar permits for the same or similar activities in the area covered by this permit. The permittee, agents, or clients shall not interfere with free public use or other authorized use of roads, trails, campsites, lands, or waters in the area of their activities. The ability of all users to use or access park land and park water must not be restricted in any manner.
4. **Geographic Limitation.** This permit is for activities on state lands or interests managed by DPOR. It does not authorize any activities on private, federal, native, municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The permittee is responsible for proper location within the authorized area.
5. **Protection of Lands, Facilities, and Resources.** The permittee shall exercise diligence in protecting damage to lands, facilities and resources in the areas that are used in connection with this permit. Cultural resources, such as human remains, historic artifacts, archaeological materials, or paleontological resources shall be avoided and may not be disturbed, altered, destroyed, or collected. If human remains, historic resources, archaeological resources, or paleontological resources are encountered during permitted activities, all activities that may disturb or damage the site shall cease in the immediate area and permittee shall immediately (within one business day of discovery) notify the Park and the Office of History and Archaeology (907-269-8700).
6. **Survey Instructions and Monuments.** DNR Survey Instructions are required for all survey work. Survey Instructions will be provided by the State of Alaska Division of Mining Land and Water Survey Section at permittee's expense. Survey monuments, witness corridors, reference monuments, mining claim posts and bearing trees shall be protected against destruction, obliteration, or damage. Any damaged or obliterated markers caused by actions of the permittee or his/her agents shall be reestablished in accordance with accepted survey practices of the state.
7. **Disturbance to Park Recreation.** All activities shall be conducted in a manner that will avoid peak subsistence, commercial and recreational days and times of park users. Nushagak Coop. shall seek feedback from commercial operators on preferred days/times of operation. Docks and other structures shall not infringe on important recreational areas of the river, critical or sensitive habitats, or conflict with the lawful uses of other private properties.
8. **Site Disturbance.** All project activities shall be conducted in a manner that will avoid or minimize impacts to natural objects consistent with Structure and Use Permit Conditions<sup>1</sup>.
  - (a) Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site 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, waterholes seeps

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<sup>1</sup> Wood-Tikchik State Park Management Plan p. 8-17

and marshes, and disturbances to fish and wildlife populations and habitats.

- (b) Limited brush clearing is allowed only as necessary to install authorized structures. Site selection in cooperation with Area Ranger is paramount to ensure minimal brush clearing is required for temporary structures and research equipment. For this authorization, "brush" is considered anything three (3) inches or less in diameter at breast height.
  - (c) Removal or destruction of the vegetative mat is prohibited. Removing or modifying ground vegetation beyond that for installation of cabin structures and latrine in subsection (b) is prohibited.
  - (d) Brush clearing is prohibited below ordinary high-water line (OHWL).
  - (e) Cutting standing trees or brush larger than three (3) inches in diameter for any purpose is prohibited.
  - (f) Leveling the ground is prohibited.
  - (g) Establishment of or improvements for landing areas is prohibited.
  - (h) Establishment of or improvements to trails are prohibited.
  - (i) All disturbed areas above OHWL shall be revegetated within the next growing season. Natural revegetation of the site is acceptable if the site is suitable and will revegetate itself within the next growing season; this will be determined by ADNR and ADFG.
  - (j) Bank disturbance shall be minimized to the greatest extent possible.
9. **Waste Removal.** The permittee shall remove all waste caused by their activities and shall make a every effort to pick up and remove from the park litter which they find in the vicinity of their activities within the park. All litter and waste shall be removed from site and disposed of at an appropriate DEC approved facility. If a pit latrine is used, it must be located at least 300 feet from the ordinary high-water mark of any water body, limed and backfilled on or before the last day of each annually authorized term of use.
10. **Natural Hazards.** The permittee recognizes and understands that natural hazards are likely to exist within the permit area. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to advise all clients of the hazards. The permittee is responsible for ensuring the safety of the clients under his/her supervision.
11. **Advertising/Selling Prohibited.** This permit does not authorize the permittee to solicit business, advertise, collect any fees or sell any goods or services on lands authorized for use by this permit unless specified on this permit. The permittee shall not make any misrepresentation in his/her advertisements, signs, circulars, brochures, and letterhead or like materials regarding this permit.
12. **Operation of Vehicles.** The use of wheeled or tracked vehicle operation is prohibited.
13. **Protection of Parkland or Property from Damage.** The permittee shall exercise diligence in protecting from damage the land, property and resources of Wood-Tikchik State Park, in the area covered by and used in connection with this permit and shall pay for any damage resulting from negligence or from the violation of the terms of this permit or any law or regulation applicable to the use of state parks by the permittee or by his/her agents and employees when acting within the scope of their employment.
14. **Timber Use.** The permittee may use dead and down timber but shall not cut standing timber.
15. **Fire Prevention, Protection and Liability.** All fires must be in a portable campstove, confined to a structure provided by the Division or on gravel bar. Garbage, waste and trash created in the course of activities within the park may not be burned for disposal. The permittee shall take all reasonable precautions to prevent and suppress forest, brush and grass fires, and shall assume full liability for any damage to park land resulting from negligent use of fire. The State of Alaska is not liable for damage to the permittee's personal property and is not responsible for forest fire protection of the permittee's activity.
16. **Hazardous Substances.**
- (a) Fuel. Fuel storage container(s) with a total combined capacity larger than 55 gallons shall not be placed within 100 feet of the ordinary high-water mark of any water body. When fuel storage container(s) exceed a total combined capacity of 110 gallons, the containers must be stored within a Department of Environmental Conservation-approved double-walled tank, or a portable impermeable containment structure capable of containing 110% of the capacity of the largest independent container plus 12" of freeboard. All containers must be clearly marked with the contents. Drip pans and materials, such as sorbent pads, must be on hand to contain and clean up all spills.

- (b) Hazardous Substances (other than fuel). The use of hazardous substances/materials must be done in accordance with existing federal, state, and local laws. After use, all hazardous substances/materials, including contaminated debris, must be removed from the site and disposed of or managed in accordance with state, federal, and local laws. No storage of hazard material/substances is authorized without prior written approval.

17. **Spill Notification.** The permittee shall immediately notify DPOR and DEC by telephone, and immediately afterwards send DPOR and DEC a written notice by facsimile, email, hand delivery, or first-class mail, informing DPOR and DEC of any unauthorized discharges of oil to water, any discharge of hazardous substances other than oil; and any discharge or cumulative discharge of oil greater than 55 gallons solely to land and outside an impermeable containment area. 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 lessee or permittee shall report the discharge within 48 hours, and immediately afterwards send DPOR and DEC a written notice by facsimile, email, hand delivery, or first-class mail. Any discharge of oil, including a cumulative discharge, solely to land greater than one gallon up to 10 gallons must be reported in writing on a monthly basis. Should any unlawful discharge, leakage, spillage, emission, or pollution of any type occur due to permittee's or its employees', agents', contractors', subcontractors', licensees', or invitees' act or omission, the permittee, at its expense shall be obligated to clean the area to the reasonable satisfaction of the State of Alaska. The posting of information requirements of 18 AAC75.305 shall be met. The provisions of 18 AAC 75.310 (Scope and Duration of Initial Response Actions) and other reporting requirements of 18 AAC 75.300 - 18 AAC 75.396 also apply.

*The permittee shall supply DPOR and DEC with all follow-up incident reports. Notification of a discharge must be made to the nearest DEC Area Response Team during working hours; Anchorage (907) 269-7500, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-2237. The DEC oil spill report number outside normal business hours is (800) 478-9300.*

*All fires and explosions must also be reported. The DNR 24-hour report number is (907)451-2678; the fax number is (907) 451-2751. DNR and DEC shall be supplied with all follow-up incident reports.*

18. **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 (paleontological) or archaeological site without a permit from the commissioner. Should any sites be discovered during the course of field operations, activities that may damage the site will cease and the Area Ranger and Office of History and Archaeology in DPOR (907) 269-8721 shall be notified immediately. Improvements shall not be sited within one-half mile of identified cultural sites.
19. **Other Authorizations.** The issuance of this authorization does not alleviate the necessity of the permittee to obtain authorizations required by other agencies for this activity.
20. **Valid Existing Rights.** This authorization is subject to all valid existing rights in and to the land covered under this authorization. The State of Alaska makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
21. **Reservation of Rights.** DPOR reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land covered 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 authorized users.
22. **Inspections.** Authorized representatives of the State of Alaska shall have reasonable access to all permit activities for purposes of inspection.
23. **Assignment.** This permit may not be transferred or assigned to another individual or corporation. The permittee may hire contractors and sub-contractors with the prior written approval of DPOR. **Nushagak Coop. shall supply DPOR a list of all employees and contractors (businesses and individuals) who are authorized by this permit before allowing those employees or contractors to begin work.**
24. **Indemnification.** The permittee assumes all responsibility, risk, and liability for all activities of the permittee, its employees, agents, invitees, contractors, subcontractors, or licensees directly or indirectly conducted in connection with this permit, including environmental and hazardous substance risks and liabilities, whether occurring during or after the

term of this permit. The 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 or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by the permittee, its employees, agents, invitees, 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 permittee shall accept any such cause or action or proceeding upon tender by the State. This Indemnification shall survive the termination of the permit.

25. **Violations.** This authorization is revocable immediately upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes, and regulations (federal and state).
26. **Revocation.** This permit is revocable at will at the discretion of the Director, or his/her designee without compensation to the permittee. Pursuant to 11 AAC 18.025(e), a person who violates a provision of a permit issued under this chapter (11 AAC 18) may have their permit revoked by the Director or local park officer for failure to abide by any permit condition or limitation.
27. **Insurance.** Without limiting indemnification, the liability insurance required of commercial operators that provide commercial services in StatePark Units shall secure or purchase at its own expense and maintain in force at all times during the term of this permit, liability coverage and limits consistent with what is professionally recommended as adequate to protect the permittee (the insured) and Grantor (the State, its officers, agents and employees) from the liability exposures of ALL the insured's operations on state land. Certificates of Insurance (COI) must be furnished to the AO prior to the issuance of this permit and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Permittee must provide for a 60-day prior notice to the State before they cancel, renew or make material changes to the conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of this permit and shall be grounds, at the option of the State, for termination of the permit. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State must be named as an additional named insured on the policy with respect to the operations of the permittee on or in conjunction with the permitted premises. A copy must be sent to: [parkpermitting@alaska.gov](mailto:parkpermitting@alaska.gov). or the AO. Please include your permit number (LAS #) in the description box. If also being mailed, it can be sent to the following address:

State of Alaska  
Department of Natural Resources  
Division of Parks and Outdoor Recreation  
550 West 7<sup>th</sup> Ave. Suite 1380  
Anchorage, AK 99501

28. **Performance Guaranty:** Consistent with 11 AAC 96.060, 11 AAC 18.025(e) states, "the permit may contain conditions which are reasonably consistent with protection and use of the park area for the purposes for which it is established". A performance guaranty is one of those conditions. The Grantee shall provide a surety bond or other form of security acceptable to the DPOR in the amount of **\$10,000** payable to the State of Alaska. 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 AO in the event of approved amendments to this authorization, changes in the development plan, or any change in the activities or operations conducted on the premises. The guaranty may be utilized by the State to cover actual costs incurred by the State to pay for any necessary corrective actions in the event the Grantee does not comply with the site utilization, restoration requirements and other stipulations contained in this permit agreement. If the Grantee fails to perform the obligations under this permit within a reasonable timeframe, 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 incurred by the State as a result of the failure of the Grantee to comply with the terms and conditions of this permit. Failure to do so may result in the termination of an authorization and/or forfeiture of the performance guaranty. The provisions of this permit shall not prejudice the State's right to obtain a remedy under any law or regulation. If the AO determines that the Grantee has satisfied the terms and conditions of this authorization, the performance guaranty will be subject to release. The performance guaranty may only be released in writing by the AO.
29. **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. Lumber, construction materials, and storage equipment must be stored in a manner consistent with

30. **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.
31. **Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing and accompanied by a \$100 filing fee. Any amendment or modification must be approved by the AO in advance for changes to the terms of this authorization.

### **Special Stipulations**

#### **1. Permit Fees:**

- (a) Pursuant to AS 41.21.026 (3), 11 AAC 05.170, 11 AAC 18.010 (b), and Director's Order 327, this permit is subject to the following fees:
  1. Non-refundable Application Fee: \$100.00
  2. Annual Permit Fee: \$10,000 (Administrative time, resource oversight, field inspection, planning, and monitoring).
  3. Temporary Structure Fee: \$100 per structure per permit time period (1 cabin, 2 platforms, 3 docks, 1 latrine - \$700.00)
  4. Boat Storage Fee: \$100.00 per boat per year (2 boats- \$200 per year.)
  5. Scientific research activity Fee: \$100.00
  6. Scientific Research Equipment: \$1000.00 per year / per site (\$1000.00/ year)
  7. Helicopter freight drops: \$100.00 per day
  8. Additional Fees: Alaska DNR DMLW Survey Instructions: Billed according to DMLW fee regulations.

**Fee Totals, excluding helicopter freight drops above: First year including application fee: \$12,100; each additional year: \$11,200.**

- (b) Penalty Charges: The Permittee shall pay a fee for any late payment or returned check issued by the permittee as follows:
  1. Penalty for late payment of the Annual Permit fee: The greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010 will be assessed on past due accounts until the payment is received by the State of Alaska.
  2. Returned Check Penalty: A returned check fee as provided in 11 AAC 05.010 will be assessed for any check on which the bank refuses payment.
  3. Failure to Pay: Failure to pay the annual permit fee when due is a default of the terms and condition of this permit. Failure to pay fees subjects this permit to termination.
2. **Authorized Use:** Authorized improvements and structures are to be used only in conjunction with the scientific research activities of the permittee. Use of improvements or structures for any other purpose is prohibited.
3. **Helicopter Use:** Helicopters may be utilized for freight drops of platform materials and limited personnel transport between May 1 – June 15 in 2023 and 2024 and aerial surveys of the project location only. All other transport of personnel and equipment must be done by aircraft, snowmobile, or boat. Nushagak Coop. shall provide DPOR a minimum of three days' notice for all scheduled helicopter sling load and personnel transport activities.
4. **Structures and Uses:** The establishment of permanent structures or foundations is prohibited. Structures and uses must comply with Table 8-2 Permit Matrix and the general and special permit conditions (Wood-Tikchik State Park Management Plan p.8-16 through 8-20).
  - (a) All temporary structures must be designed and constructed to allow for complete removal within seven (7) days or at a schedule authorized by the AO.
  - (b) Latrine must meet DEC standards and all waste generated must be removed from the park and disposed of in an approved manner and at a DEC approved facility.
  - (c) Dock structures must be seasonally removed, no later than October 31 each year unless a later date is approved in writing by DPOR.
  - (d) Floating docks must be secured to state owned lands. Permittee must ensure no infringement on private properties.

- (e) Styrofoam or other floatable, non-toxic material may be used for floating docks. The floatation materials must be contained in a durable liner that encapsulates the floatation and prevents the material from degrading and entering the park waters.
- (f) Barrels used in the construction of floating docks shall be cleaned and sealed to prevent the escape of hazardous materials into state park waters.
- (g) Floating docks, landings, gangways, steps and ladders and similar structures, with at least 75 percent light penetration, must be constructed so that no part other than the supporting posts are within 8 inches of the ground. Structures with less than 75 percent but a minimum of 25 percent light penetration must be constructed so that no parts, other than the supporting posts, are less than 18 inches off the ground. Structures with less than 25 percent light penetration must be constructed so that no parts, other than the supporting post, are less than 24 inches off the ground.
- (h) Structures shall be designed to effectively secure moored vessels and avoid creating hazards to river or air navigation.
- (i) Non-treated or pressure treated building materials are required. If treated with wood preservatives, the dimensional lumber shall not be treated with products that are toxic to fish (such as pentachlorophenol or creosote).
- (j) Stream thermometers must be installed to allow for removal from the site within 48 hours.

The permittee must submit an amended development plan and receive the written approval of the AO prior to establishing additional improvements.

5. **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. Boats stored on park lands may only be placed in designated locations.

Boat storage during the operating season:

- (a) 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.
- (b) A maximum of 15 gallons of fuel may be stored inside the boat(s)
- (c) Motors and fuel tanks shall be marked with the contents and owner's name.
- (d) All equipment must be stored within the upturned hull of each boat.

Boat storage during the off-season:

- (a) Boats shall be completely removed from the waterbody and pulled landward of the ordinary high-water mark.
- (b) Over-winter storage of fuel, motors and other hazardous materials (batteries, starting fluids, oil, etc.) is prohibited.
- (c) All equipment authorized for storage must be stored under the overturned hull of each boat.

6. **Permit Term:** Expiration and effective dates of use authorized by this permit shall not extend beyond the seasonal use necessary to support the research activity.
7. **Food Storage:** All food, garbage, scented items and debris will be stored as to not attract wildlife. Food and refuse must be stored in bear-resistant containers when not secured in a cabin.
8. **Restoration of Site:** The permittee shall restore areas where soil has been disturbed, or the vegetative mat has been damaged. All holes shall be backfilled with native soil and or gravel materials and covered with consistent ground cover of adjacent lands.
9. **Permit Expiration/Termination:** On or before permit expiration date or termination of this authorization by the permittee or DPOR, all structures, personal property (e.g., equipment, gear, fuel storage containers), and improvements, must be removed from the site and the site restored to its natural state, in a clean and safe condition at the permittee's own expense. If the permittee fails to remove the improvements in compliance with this requirement, the department may sell, destroy, or remove the improvements, whichever is more convenient for the department, at the permittee's expense, including the department's costs associated with restoration and expenses incurred in the performance of these duties. The permittee must satisfy the site restoration and reporting requirements of this authorization prior to requesting termination to avoid additional fees and successfully terminate this permit.
10. **Air Charter Operators.** Permittee must use air charter operators commercially permitted with DPOR for all airplane or helicopter operations.

11. **Operation Plan:** Authorized activities are based on the scope of work represented in the 'master schedule' (*Attachment*

A). A report must be submitted to the area anger no later than June 1 of each year with the following schedule of planned equipment and personnel mobilization, research activities, aviation assets and the dates and nature of proposed field work.

12. **Annual Report:** An annual report shall be submitted to DPOR Superintendent by December 31st of each year. The Annual Report shall include:
- (a) a series of before, during and after use aerial view or ground level photographs confirming compliance with site development and restoration guidelines, and
  - (b) a written report disclosing:
    - 1. the date structures were installed and removed (cabins, platforms, docks, latrine, sonar tent, thermometers, etc.)
    - 2. all dates of aircraft activity (takeoff & landings, freight drops, personnel transport and aviation assets used)
    - 3. any damage to natural resources
    - 4. the mitigation and restoration of any damaged vegetation or disturbed soil

Failure to submit a satisfactory report and/or required photographs subjects the site to a field inspection requirement of which the permittee may be assessed, at the Director's discretion, the actual cost incurred by the DPOR (11 AAC 05.010).

13. **Completion Report:**

- (a) Permit Expiration or Termination by the State of Alaska: A completion report shall be submitted to DPOR within the 30-day period following permit expiration, or termination of the permit by the State of Alaska. The report must include a statement and photographs verifying that the site was vacated and restored to a clean, safe condition.
- (b) Termination by the Permittee: A completion report must accompany the permittee's written request to terminate this permit. The report must include a statement and photographs verifying that the site was vacated and restored to a clean, safe condition.
- (c) Permittee must provide DPOR with data collected as well as reports and analysis produced. All consultants shall be available to discuss results with WTSP management council and DNR staff.
- (d) Permittee and consultants must share GIS or CAD data produced, surveys, topography, and bathymetry. Data shared should include metadata describing the collection methodology, geodetic datum and any other information needed to use the data.

14. **State Park Ranger Contact.** Written notice must be provided to the Area Ranger three days prior to operating within Wood-Tikchik State Park. Contact the Area Ranger at [alison.eskelin@alaska.gov](mailto:alison.eskelin@alaska.gov).

The Director reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The permittee will be advised before any such modifications or additions are finalized. Any correspondence on this permit may be directed to Ben Shryock, Department of Natural Resources, Division of Parks and Outdoor Recreation, Southwest Region Office, 1400 Abercrombie Dr. Kodiak, AK 995615, telephone (907) 486-6339, [benjamin.shryock@alaska.gov](mailto:benjamin.shryock@alaska.gov)

**I have read and understand all of the foregoing and attached stipulations. By signing this permit, I agree to conduct the authorized activity in accordance with the terms and conditions of this permit.**

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Signature of Permittee of Authorized Representative	Title	Date
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Ben Shryock Superintendent, Southwest Region Division of Parks and Outdoor Recreation Department of Natural Resources State of Alaska		Date
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