



Lake and Peninsula Borough  
 P.O. Box 495  
 King Salmon, Alaska 99633  
 Phone 907-246-3421

## Commercial Recreation Operator Land Use Permit

<b>Section No. 1: Permit Applicant Information</b>		
<b>Please Check box Guiding Activity and/or Accommodations</b>		
Fishing	Hunting	Eco-Tourism
Hotel/B&B/Lodge Operator		Campground
Name of Commercial Recreation Guide / Operator: _____		
Contracted Guides for B&B/Hotel/ Lodge Owners/Campgrounds _____		
Business Name: _____		
Address: _____		
City _____	State _____	Zip _____
Contact Person: (name) _____		Title: _____
Office Phone: _____		Cell Phone _____
Email Address: _____		
Number of years in business: _____		Average Number of Clients per year _____
State of Alaska Business License No: _____		Issue Date: _____ Expiration Date: _____
Master-Guide Outfitter License No.: _____		Issue Date: _____ Expiration Date: _____
Registered-Guide Outfitter License No: _____		Issue Date: _____ Expiration Date: _____
USCG License No: _____		Issue Date: _____ Expiration Date: _____
Federal Tax Identification EIN No: _____		

<b>Section No. 2 Commercial Recreation Operator Services Description, Location and Month of Operation</b>						
Describe Services: _____						
Months of Operation: (Check Box)						
January	February	March	April	May	June	July
August	September	October	November	December		
Location of Guide Service _____						
<b>Map(s) of Location Attached to Application (Required)</b>			<b>Routes of Access Shown on Map(s) (Required)</b>			
Authorized Guide Use Area No(s) _____						

<b>Section No. 3: Property Ownership and Access (Check Box)</b>						
Land Owned by Applicant						
	LPB Land	State Land	Federal Land			
Private (Name) _____ Other (Name) _____						
Contact Name: _____ Phone: _____						
Site Access: (Check Box)	Air	Water	Snow Machine	by Foot	ATV	
Other _____						
For Properties not owned by the Applicant, describe the instrument used to obtain legal access to land: (Check Box)						
Lease	Contract	Permit	License			
Other _____						
Name Legal Document: _____						
Date of agreement/Issue: _____ Expiration: _____						
Existing Facilities: Legal access Granted to Use/Operate Existing on Property: Yes No						
Access Granted to these existing facilities: (Check Box)						
Building/Structure	Runway	Road	Port/Dock			
Other: _____						
New Facilities: Legal Access Granted to Construct/Operate New Facilities on Property: Yes No						
Construction/Installation Date: _____ All Required Permits Obtained? Yes No						
For Facilities not owned by the Applicant, describe legal access to use or operate the facilities: _____						
_____						
(Check Box)	Lease	Contract	Permit	License		
Other: _____						
Name Legal Document: _____						
Date of Agreement/Issue: _____ Expiration: _____						

<b>Section 4: Temporary Facilities and Equipment Used</b>			
Temporary Facilities/Equipment: (Check Box)			
Tent	Portable Latrines	Fire Pits	Waste Bins
Temporary Fuel Storage Amount:			
Gasoline	(gallons)	Diesel	(gallons) Aviation Gas (gallons)

<b>Section 5: Permanent Facilities and Equipment Used</b>			
Permanent Facilities: (Check Box)			
Lodge	Hotel		
Fir Pits	Runaway	Port/Dock	Gravel Road
Waste Bins	Sanitation Systems	Water Supply System	Power Generator
Buildings (describe):			
Number of Guest Rooms (describe):			
Fuel Storage Type and Amount:			
Gasoline _____			
Diesel _____			
Aviation Gas _____			

<b>Section No 6: Requirements Attachments to Permit Application</b>			
Location Map(s): Must clearly show land ownership, Natural features, and Township, Range and Section			
Routes of Access Marked on Map(s) showing ingress and egress routes			
A copy of State of Alaska Business License			
A copy of any required Master Guide Outfitter and USCG Licenses			
Waste Management Plan			
Emergency & Medical Plan			
Design Plans (If new Permanent Facilities will be constructed)			
Fee Payment(\$25.00 annual permit fee for each Guiding and Lodge)			

<b>Section No. 7: Prior Operating Experience in Lake and Peninsula Borough</b>			
I have operated this business in LPB Boundaries in prior years:      Yes      No      Number of Years: _____			
I have all required private, Local, State, and Federal permits, license and-or authorizations:      Yes      No			
This Business has operated compliance with all local, state & federal requirements since inception:      Yes      No			
Permits, License and/or authorizations for this business are subject to current enforcement action:      Yes      No			
Reason for Enforcement Action: _____			
Permits, Licenses and/or authorizations for this business have been revoked in the past:      Yes      No			
Reason for revocation: _____			

<b>Section No. 8: Certification of Accuracy and Agreement to Comply, Indemnify and Hold Harmless</b>	
I certify that the information given by me in this land use permit application is true, complete, and correct. I agree to comply with local, state and federal laws, regulations and requirements pertaining to my business operations and land use. I agree to comply with all permit stipulations placed on this permit. I have reviewed the LPB penalty schedule and agree to immediately notify LPB of any potential violations. Remedy any violations on the schedule required by LPB and pay penalties within 30 days. I hereby defend, indemnify, and hold the Lake and Peninsula Borough harmless from any and all claims, damages, law suits, losses, liabilities and expenses related to the death or injury of persons and for the damage to or loss of property arising out of or in connection with the entry on and use of the property within the Lake and Peninsula Borough boundaries by me, the company I represent, and all contractors, subcontractors, guests clients and their employees.	
Applicant Name (printed) _____	Title: _____
Applicant Signature: _____	Date: _____

<b>Section No. 9: Permit Decision (LPB Use Only)</b>	
Fee Paid: Yes No	
Approved: _____	Approval Date: _____ Expiration Date: December 31, _____
Elevated: _____	Reason: _____
Denied: _____	Reason: _____
Additional Permit Stipulations Attached (in addition to Section No. 10 Permit Stipulations)	Yes No
LPB Administrator (Name Print)	_____
LPB Administrator (Signature)	_____

**Section No. 10: Land Use Permit Stipulations**

**Permit Term:** This land use permit is issued for the period specified in the permit; a period not to exceed one year. All permits expire on December 31<sup>st</sup> of each year. The permit is not a property right: it is revocable at the discretion of the Lake and Peninsula Borough (LPB), at any time upon notice.

**Compliance with Requirements:** Permittee shall not conduct any operations that are not specifically described in the permit application. Permittee shall comply with its approved Emergency Medical Plan, Waste Management Plan, and Design Plans. Permittee shall comply with all local, state, and federal laws, regulations, rules, orders, and requirements, stipulations included in this authorization. Permittee shall inform and ensure compliance with these stipulations by his agents, employees, clients and guests. This authorization is revocable immediately upon violation of any of its terms, conditions, and stipulations or upon failure to comply with any applicable laws, statutes or regulation.

**Land Owner Authorization:** Permitted activities on private, local, state, or federal land may not commence without land owner approval (this includes travel across lands and use of lands). The LPB reserves the right to request a copy and verify all land owner authorizations related to this permit. Land owner approval to access lands described in this permit shall be maintained during the permit term or this permit is null and void. No permanent facilities may be constructed or placed on LPB lands without obtaining a lease or contract with the LPB. This permit does not authorize permanent facilities on LPB lands.

**Indemnification:** Permittee assumes all responsibility, risk and liability for all activities of the Permittee, its employees, agents, clients guest, 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 LPB, its employees and agents from and against any and all suites, 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 Permittee, its employees, agents, clients, guests, contractors, subcontractors or licensees. This indemnification shall survive the expiration or termination of the permit.

**Damages and Claims:** Permittee shall pay the LPB for any damage to permitted property resulting from its uses. This Permit is subject to valid adverse claims heretofore or hereafter acquired.

**Reservation of Rights:** The LPB reserves the right to grant additional authorizations for compatible uses on or adjacent to the land covered under this authorization. Authorized concurrent users of lands within the LPB; their agents, employees, contractors, subcontractors and licensees shall not interfere with the operation or maintenance activities of each user.

**Licenses, Permits and Authorizations:** Permittee shall maintain its State of Alaska Business Licenses, Master-Guide Outfitters License(if required), Guide use Area Registration(if required), USCG License (if required) and any other private, local, state or federal license, permit or authorization required during the entire permit term or this permit will be null and void. The LPB reserves the right to request a copy of all licenses, permits, or authorizations.

**Subsistence Protection:** Permittee's uses of land and wildlife habitat shall minimize adverse impacts on subsistence activities and resources. Noise shall be mitigated to avoid disruption to subsistence activities and nearby communities.

**Site Disturbance:** 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 to protect local habitat. Vehicles shall be operated without disturbing the vegetative mat and underlying substrate. Particular attention shall be paid to prevent pollution and situation of streams, lakes, ponds, seeps and marshes, and to prevent disturbances to fish and wildlife populations and habitats.

**Timber Use:** Permittee shall not cut any timber on lands or remove other resources from the land without prior written permission of the land owner.

**Fires:** Permittee shall take all reasonable and prudent precautions to prevent and suppress forest, brush, and grass fires. Open burning of hazardous or contaminated material is strictly prohibited. Black smoke is prohibited. To the extent practicable, to avoid destroying tundra vegetation, campfires should be located 100 feet away from water bodies, on hard surfaces that are already lacking a protective tundra mat (e.g. exposed gravel or sandy areas). And only dead wood should be burned if allowed by the land owner. No standing wood may be cut and burned in a campfire, unless specifically allowed by the land owner.

**Solid Waste:** Prior to removal, all garbage and debris that are subject to decomposition shall be stored in bear-proof containment. All solid waste, debris and hazardous substances generated from short-term (portable) camp use or other activities conducted in accordance with this authorization shall be removed to a facility approved by the Alaska Department of Environmental Conservation (ADEC). Permittee shall keep the operating areas and facilities used in a neat, orderly, and sanitary condition.

**Watershed Protection:** Watershed areas shall be protected. All operations shall be conducted to minimize or eliminate siltation, road and surface runoff and pollution of the water supply. No stationary or mobile equipment may be transported over, refueled on, or operated on a public drinking water supply.

**Grey Water and Human Waste Disposal:** All grey water and human waste shall be deposited in a pit, cathole, or containment that can easily be transported to allow for disposal at an LPB approved disposal site. If a pit or cathole is used, it shall be located at least 100' from the ordinary high water mark of the nearest waterbody, and back-filled prior to leaving the site.

**Fuel Storage:** All fuel storage containers shall be clearly marked with the contents and the Permittee's name. The Permittee is responsible for preventing spillage and contamination of contiguous land and water as well as cleaning up any oil or other pollutants that result from activities associated with this permit. Drip pans and absorbent pads shall be available to contain and clean spills from any transfer or handling of fuel.

**Spills:** All spills of fuels or chemicals shall be reported to LPB (907)246-3421 and ADEC (800)478-9300 within 24 hours and be cleaned up immediately and thoroughly to the LPB's Satisfaction.

**Public Access:** Permittee shall not prevent access used by the general public to LPB, State, or Federal Lands

**Alaska Historic Preservation Act:** The Alaska Historic Preservation Act (AS41.35.200) 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 Office of History and Archaeology in the Division of Parks and Recreation (907) 269-8721 and the appropriate coastal district shall be notified immediately.

**Removal of Temporary Equipment and Facilities:** All temporary equipment and facilities, waste, and fuel shall be removed before the end of each authorized term of use, or on or before permit termination. The lands shall be restored as nearly as possible to pre-existing conditions, upon completion of activities.

**Permanent Facilities, Structures, and Access Routes:** This permit does not grant the Permittee the right to construct any road, dock, port, and runway or erect, construct or place any building, structure, or other fixtures on lands within the LPB boundaries. The Permittee shall obtain legal access and authorization from the land owner prior to these activities. A separate lease or contract is required to construct permanent facilities, structure and access routes in the LPB Borough..

**Permit Evidence and Inspection:** Permittee, and Permittee's employees shall carry a copy of this permit at all times. Authorized representatives of the LPB have the right to enter and inspect the operations approved under this permit at any time to ensure that the activity is being or has been accomplished in accordance with the terms and conditions of this permit.

**Permit Assignment:** This permit is not transferable and cannot be assigned or subleased, in whole or in part, to another party. If the Commercial Recreation Operator business permitted under this authorization is purchased by another owner, this permit is no longer valid. A new permit application shall be submitted by the new owner, and approved by LPB.

**Amendments:** Permittee shall immediately notify LPB of any change of information submitted in this application. Permittee is only authorized to conduct the Commercial Recreation Operator activities described in this permit application and approval. Any change to the operation will require a permit amendment application to be submitted and approved prior to conducting those activities.

**Violations and Enforcement:** Pursuant to LPB Municipal Code 6.50.080, a person who violates a provision of this permit is subject to any action available to the LPB 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 LPB may seek damages available under civil action.

**Additional Stipulations:** LPB reserves the right to modify the stipulations attached and made a part of this permit or to attach additional stipulations when deemed Necessary. If stipulations are added or modified by LPB, the permit will be reissued additional stipulations when deemed necessary. If stipulations are added or modified by LPB, the permit will be reissued with the revised permit stipulations. The Permittee will have 60 days to come into compliance with the new requirements.

**Communication with LPB about the Permit:** All communication regarding activities and reports required under this permit must be clearly marked with LPB permit number on the front page of the document and submitted to the LPB at P.O. Box 495, King Salmon, AK 99633.

**Record Keeping:** Permittee shall keep and preserve all record of business activities conducted in LPB for at least 3 years.

**Complaints:** Permittee shall notify the LPB of any written or verbal complaint received within 48 hours by contacting the LPB at (907-246-3421). The LPB will also notify the Permittee of any complaints received at the LPB Offices. Within Seven (7) calendar days of receiving a complaint or being notified of a complaint by the LPB, the Permittee shall provide a written response to the LPB explaining the steps taken to resolve the complaint, or explain why it is not a valid complaint. This permit May be revoked if the LPB receives and validates a complaint regarding impact to subsistence use, trespass, human health, excessive noise, or safety.

**Annual Report:** On or before February 1st, of each year, after this permit expires, the Permittee shall submit a letter to the LPB at P.O. Box 495, King Salmon, AK 99633, confirming that all permit stipulations and requirements have been met and then the area used is clean and restored as nearly as possible to pre-existing conditions. Provide Pictures after Restored complete.

## **General Permit Instructions**

**Who needs a Permit?** The Lake and Peninsula Borough Municipal Code requires Commercial Recreation Operators to obtain a land use permit within the Lake and Peninsula Borough boundaries.

"Professional Guide" means a person who contracts to guide, lead, direct, or accompany others on hunting, fishing, sight seeing, rafting, camping, hiking or other recreational trips within the Borough boundaries.

Exemptions include:

- 1) Lodge operators who do not engage in guiding as defined herein,
- 2) Lodge employees who provide guide services to lodge customers pursuant to their employment by the lodge provided that the Lodge itself has a valid guiding permit,
- 3) Professional guide employees who do not directly contract with members of the public to provide guiding services,
- 4) Air Taxi operators unless such operators provide one or more of the services listed above

"Lodge Operator" means a person who, for compensation, operates a lodge, hotel, bed and breakfast, house or cabin within the Borough providing overnight accommodations primarily to the general public, including, but not limited to, hunters, sport fishers, hikers, rafters, sightseers, other recreational visitors, business travelers, and seasonal construction workers.

It does not include persons who operate company owned facilities used primarily to house seasonal workers employed by the company in commercial fishing or fish processing activities.

**Do I need an LPB permit if I am a Local resident and only provide transportation to someone involved in commercial recreation?** No. You do not need an LPB permit if you are a local resident that only provides transportation to a fishing, hunting, or recreational location, but does not provide hunting, fishing, or ecotourism guide services. However, please be aware of state and federal transportation licensing and certification requirements that may apply.

**Is this a new requirement?** No, LPB Assembly adopted the requirements in the year of 1997.

**What is my Permit fee?** The application fee is \$25.00 per year.

**How long is the permit valid?** Approved permits are valid for one year period from January 1 to December 31 of a calendar year. If nothing has changed then a renewal of your Business Permit will apply on future years unless there are any changes in your application. The permit remains valid, provided applicant complies with permit terms and conditions.

**What happens if the applications is incomplete?** Submittal of an application does not guarantee that it will be accepted. Only applications that are determined to be entirely complete, including fee payment will be accepted. Incomplete applications will be returned to the applicant for additional information and revision.

**When is my permit application due?** Your permit application should be submitted at least 30 days prior to the time you need approval for a new business. Existing business should be completed by January 31.

**Who assigns new permit numbers?** The LPB will assign a permit number when your application is received. Please refer to this number in all future correspondence.

**How do I renew an existing permit?** Permit are issued each year for a one year period from January 1 to December 31 of a calendar year. We will submit a renew form to complete if nothing has changed on your original application to sign and submit with payment. If anything has changed for your original application then you will be required to submit a new application.

**Who do I call if I have a Question?** Please contact Susan Edwards (Finance officer) or Nikki Reed (Assistant Finance Officer) at (907) 246-3421