



# STATE OF ALASKA

## DEPARTMENT OF NATURAL RESOURCES

### Division of Mining, Land and Water

The Department of Natural Resources, Division of Mining, Land and Water (DMLW), is responsible for managing state land and resources in Alaska. An Off-Road Travel Permit is required for any off-road travel of any vehicle exceeding Generally Allowed Uses (GAU). The division has created an over the counter (OTC) permit to streamline the permitting process for winter only, off-road travel of vehicles that exceed GAU where the travel meets parameters outlined below. All OTC permits for winter only, off-road travel will be issued for up to a single year from the date of execution. Please visit our website at: <https://dnr.alaska.gov/mlw/lands/permitting/> for forms and other information.

OTC winter cross country travel parameters:

- Travel must be winter only. Winter travel is defined as:
  - 6 inches of snow AND 12 inches of ground frost must exist.
  - Ice and/or snow bridges and approach ramps must be of sufficient strength to adequately support the weight of vehicles crossing them.
- Total fuel hauled must not exceed 500 gallons.
- Travel must be less than 200 miles round trip total.
  - Exception: Travel for trail grooming purposes only.
- No more than three vehicles that exceed GAU.
- Requires an annual fee of \$240.00.
- Permit is only valid for travel on general DMLW-managed lands and interests. It does not apply to unencumbered lands managed by state parks, University of Alaska lands, Alaska Railroad lands, Alaska Department of Transportation & Public Facilities land, or Alaska Mental Health Trust lands. Other exceptions may occur because of special conditions in a state land use plan or management plan, or by a “special use land” designation under 11AAC 96.014.

#### **A Complete OTC Winter Cross Country Travel Permit includes the following:**

- **Application-** Completed and signed OTC Winter Cross Country Travel Permit application available at: <https://dnr.alaska.gov/mlw/lands/permitting/> or request a hard copy (contact below).
- **Fees-** A one-time fee of \$240 as per 11 AAC 05.180(d)(2)(J) for “land use permit under AS 38.05.850 for a use not covered by (B) - (I) of this paragraph that does not hinder other public use, such as moving heavy equipment across state land, \$300 annually”. This fee has been reduced under Director’s Fee Order #3 to \$240.
- **Map-** A topographical map, of sufficient scale, depicting the route of travel.

The completed permit form and the annual permit fee (see the current Director's Fee Order for applicable fees) can be returned to one of the offices listed below. Checks or money orders should be made payable to the State of Alaska.

#### **FOR ADDITIONAL INFORMATION, CONTACT THE DEPARTMENT OF NATURAL RESOURCES**

Northern Regional Land Office  
3700 Airport Way  
Fairbanks, AK 99709-4699  
(907) 451-2740  
[nro.lands@alaska.gov](mailto:nro.lands@alaska.gov)

Southcentral Regional Land Office  
550 West 7<sup>th</sup> Ave, Suite 900C  
Anchorage, AK 99501-3577  
(907) 269-8503  
[dnr.scro.permitting@alaska.gov](mailto:dnr.scro.permitting@alaska.gov)

Southeast Regional Land Office  
P. O. Box 111020  
Juneau, AK 99811-1020  
(907) 465-3400  
[sero@alaska.gov](mailto:sero@alaska.gov)

Statewide TTY – 771 for Alaska Relay or 1-800-770-8973

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

**WINTER OFF ROAD TRAVEL PERMIT  
Under AS 38.05.850**

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| <b>For Department Use Only</b><br>Application received date stamp<br><br><br><br><br><b>Receipt Type: 7E</b> |
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**LAS #** \_\_\_\_\_  
(Applicant please provide if known)

**This permit is issued for the purpose of authorizing winter only off-road travel of heavy equipment.**

**Section #1: Grantee Information**

Business Name: \_\_\_\_\_  
Main Contact/Title: \_\_\_\_\_ Alaska Business License #: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
\_\_\_\_\_ Fax Number: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

**Section #2 Project Description**

Vehicles and Weight: List the number and kinds of vehicles to be used for motorized travel, the weight of each vehicle, and the weight of each trailer/sled (including loaded weight) to be carried by that vehicle:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the activity for trail grooming purposes only?  Yes  No

State the average total miles traveled in one round trip: \_\_\_\_\_

State the number of trips proposed: \_\_\_\_\_

What months will the travel occur: \_\_\_\_\_

Stream and Waterbody Crossings: Contact ADF&G, Division of Habitat as a permit may be required. A habitat permit may be required for any water withdrawals as well.

Fuel and Hazardous Substance Factor: The volume of fuel and hazardous substances to be used is the total volume in gallons to be carried on one vehicle and any trailers/sleds that the vehicle is towing.

Maximum volume of fuel (in gallons) that is being transported by one vehicle and any trailers or sleds it is towing:  
\_\_\_\_\_ gallons

Hazardous substances other than fuel:

Substance and amount: \_\_\_\_\_

Substance and amount: \_\_\_\_\_

Do you have an Oil Discharge Prevention and Contingency Plan approved by the Department of Environmental Conservation?  Yes  No

Do you have either a trained spill response team or a contract with a spill response company?  Yes  No

**Section #3 Location Information**

A topographical map, of sufficient scale to show the location of the travel, denoting the route of travel must be submitted with this application.

General Geographic Location: \_\_\_\_\_

Identify any State Forest, State of Alaska Refuge, Sanctuary and/or Critical Habitat Area where travel may occur:

\_\_\_\_\_  
\_\_\_\_\_

This permit is valid for one year from the date of signature by the Authorized Officer.

**By signing this form, the grantee agrees to conduct the activity in accordance with the stipulations on Pages 3 - 11.**

\_\_\_\_\_  
**Signature of Grantee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Authorized State Representative**

\_\_\_\_\_  
**Date of Issuance**

**This form must be filled out completely and submitted with the applicable fees. Failure to do so will result in a delay in processing your permit. 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 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.**

## 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, 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 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. **Water Use:** If, while operating under this authorization, the use of water or ice exceeds any of the following criteria, the Grantee may need to apply for a water right or temporary water use authorization per 11 AAC 93.035 and 11 AAC 93.220: Consumptive use of more than 5,000 gallons of water from a single source in a single day, consumptive use of more than 500 gallons per day from a single source for more than 10 days per calendar year, or non-consumptive use of more than 30,000 gallons per day (0.05 cubic feet per second) from a single source. Please contact the Department of Natural Resources Water Section at (907) 269-7495 or [dnr.twua@alaska.gov](mailto:dnr.twua@alaska.gov) for more information.
11. **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.
12. **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.

**13. 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.

**14. Assignment:** This permit may not be transferred or assigned.

**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. Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.

**17. Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, State statutes or regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.

**18. Notification of Discharge:** Notification of Discharge: The Grantee shall immediately notify the Alaska Department of Environmental Conservation (ADEC) 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 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. To report a spill outside of normal business hours, call toll free 1-800-478-9300 or international 1-907-269-0667.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8528; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [dnr.sero.spill@alaska.gov](mailto:dnr.sero.spill@alaska.gov), (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to ADEC.

**19. 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.

- 20. 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.
- 21. Use Fees:** The Grantee shall pay to DMLW an annual use fee of \$240.00. The annual use fee is subject to adjustments in any relevant fee schedule.
- 22. 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.
- 23. Completion Report:** A completion report shall 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. actual routes of travel in a GPS track log file, if available;
  - b. actual routes of travel depicted on a USGS topographic map;
  - c. a list of vehicles used for any off-road travel that may have taken place;
  - d. a statement of restoration activities and methods of debris disposal;
  - e. a statement that the Grantee has removed all improvements and personal property from the authorized area;
  - f. and, 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.
- 24. Site Disturbance:** 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.
- a. 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.
  - b. Establishment of, or improvements to, landing areas (i.e. leveling the ground or removing or modifying a substantial amount of vegetation) is prohibited.
  - c. Attention must be paid to prevent pollution and siltation of streams, lakes, ponds, wetlands, and disturbances to fish and wildlife habitat.
  - d. Any ground disturbances which may have occurred shall be contoured to blend with the natural topography to protect human and wildlife health and safety.
- 25. Ground Disturbance Restoration:** The Grantee shall immediately restore areas where soil has been disturbed, or the vegetative mat has been damaged or destroyed. Restoration shall be accomplished in accordance with the directives of the ADNR Plant Materials Center, 5310 S. Bodenbug Road, Palmer, AK 99645, (907) 745-4469. All rehabilitation shall be completed to the satisfaction of ADNR or the applicable land manager. Incidents of damage to the vegetative mat and follow-up corrective actions that have occurred while operating under this authorization shall be reported to the AO within 72 hours of occurrence.
- 26. Indemnification:** The Grantee assumes all responsibility, risk and liability for its activities and those of its employees, agents, contractors, subcontractors, licensees, or invitees, directly or indirectly related to this permit, including environmental and hazardous substance risk and liability, whether accruing during or after the term of this permit. The Grantee shall defend, indemnify, and hold harmless the State, its agents and employees, 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 Grantee, its employees, agents, contractors, subcontractors, licensees, or invitees, unless the proximate cause of the injury or damage is the sole negligence or willful misconduct of the State or a person acting on the State's behalf. Within 15 days, the Grantee shall accept any such cause, action or proceeding upon tender by the State. This indemnification shall survive the termination of the permit.

- 27. Insurance & Performance Guaranty:** The AO, at this time, is not requiring the Grantee to provide an insurance & performance guaranty. The right to require such insurance & performance guaranty is being reserved in the event the Grantee's compliance is less than satisfactory. If required, such insurance & performance guaranty shall remain in effect for the remainder 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.
- 28. Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored on state land.
- 29. Fuel and Hazardous Substances:**
- a. The use and/or storage of hazardous substances by the Grantee must be done in accordance with existing federal, state and local laws, regulations and ordinances. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances.
  - b. Drip pans and materials, such as sorbent pads, must be on hand to contain and clean up spills from any transfer or handling of fuel.
  - c. Vehicle refueling shall not occur within the annual floodplain or tidelands. This restriction does not apply to water-borne vessels provided no more than 30 gallons of fuel are transferred at any given time.
  - d. During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. The Grantee shall place drip pans or other surface liners designed to catch and hold fluids under the equipment or develop a maintenance area by using an impermeable liner or other suitable containment mechanism. Secondary containment shall be provided for fuel or hazardous substances. All fuel and hazardous substance containers shall be inspected for defects and marked with the contents and the Grantee's name using paint or a permanent label.
- 30. 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 ADEC 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.

**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. General Operation of Vehicles:** Existing roads and trails shall be used wherever possible. A permit from the AO is required for any off-road vehicular travel other than generally allowed use. Vehicles shall be operated without disturbing the vegetative mat and underlying substrate. Crossing waterway courses will be made using an existing low angle approach in order not to disrupt the naturally occurring stream or lake banks. There shall be no bank modification.

**37. Winter Cross-Country Travel:**

- a. Adequate Coverage
  - i. To prevent damage to the vegetative mat and underlying substrate, winter cross country travel may begin only after 6 inches of snow and 12 inches of ground frost exist.
  - ii. It is the responsibility of the Grantee to measure the snow and ice thickness to ensure that it is adequate for safe crossing.
  - iii. Cross-country travel must be completed within seventy-two hours of notification of closure from the AO.
- b. Ice and/or Snow Bridges and Ramps
  - i. This permit only authorizes the establishment and use of snow and/or ice bridges. The establishment of any other type of bridge is not authorized under this permit.
  - ii. Ice and/or snow bridges and approach ramps must be of sufficient strength to adequately support the weight of vehicles crossing them.
  - iii. Ice and/or snow bridges and approach ramps constructed at stream, river or slough crossings shall not contain extraneous material (i.e., soil, rock, brush, or vegetation) and shall be removed immediately after use or prior to breakup.
  - iv. Snow ramps, snow bridges or approved cribbing may be used as appropriate to provide access across streams to preclude cutting, erosion or degradation to stream banks.
  - v. Snow ramps or other mitigating measures will be used and/or constructed to prevent ice or snow bridges from being an unsafe obstacle to snowmachiners or others using the riverway for travel.
- c. Vehicle maintenance, campsites, and storage or stockpiling of material on the surface ice of lakes, ponds, or rivers is prohibited.
- d. Filling low spots and smoothing with snow and ice is allowed.
- e. To avoid additional freeze down of deep-water pools that harbor overwintering fish, watercourses shall be crossed at shallow riffle areas from point bar to point bar.
- f. River ice shall be slotted to facilitate water flow during breakup.
- g. Compaction or removal of the insulating snow cover from the deep-water pool areas of rivers is prohibited.
- h. The route shall be dragged after equipment passage to smooth the trail surface for other users and to remove any cleat or tread marks in the compacted snow surface.



### 38. Cross-Country Travel:

- a. Trash, survey lathe, roadway markers, and other debris that has accumulated along the ice roads or cross-country routes shall be picked up and properly disposed of prior to freeze-up the following winter.
- b. Trail surface may be cleared of timber, brush, stumps and snags in a manner which does not disturb the vegetative mat.
- c. Blading or removal of the vegetative mat is prohibited except as approved by the AO.
- d. Potentially hazardous berms created along the authorized travel route must be clearly marked or fenced with materials that do not blend in with the surrounding environment. Such berms shall be removed upon completion of the project.
- e. Movement of equipment through willow (*Salix*) stands shall be avoided where possible.
- f. Stream banks shall not be altered to facilitate crossing or be disturbed in any way. If stream banks are inadvertently disturbed, they shall be immediately stabilized to prevent erosion and any resultant sedimentation into fish streams which may occur during or after construction. Stabilization shall include re-vegetation to be accomplished during the growing season in accordance with the directives of the ADNR Plant Materials Center, 5310 S. Bodenbug Road, Palmer, AK 99645, (907) 745-4469.
- g. Immediately following the cessation of cross-country travel, the Grantee shall restore areas where soil has been disturbed, or the vegetative mat has been damaged or destroyed. Restoration shall be accomplished in accordance with the directives of the ADNR Plant Materials Center, 5310 S. Bodenbug Road, Palmer, AK 99645, (907) 745-4469. All rehabilitation shall be completed to the satisfaction of ADNR or the applicable land manager.
- h. Incidents of damage to the vegetative mat and follow-up corrective actions that have occurred while operating under this authorization shall be reported to the AO within 72 hours of occurrence.

**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.

**Advisory Regarding Violations of the Permit Guidelines:** Pursuant to 11 AAC 96.145, a person who violates a provision of a permit issued under this chapter (11 AAC 96) is subject to any action available to the department 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 department may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.

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.

**40. Accidents and Incidents:** The Grantee will notify the AO immediately (within 24 hours) of any accidents, injuries, or operational problems associated with the operations authorized under this permit.

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 the appropriate regional land office.

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. ADNR has the authority to implement and enforce these conditions under AS 38.05.850. Any correspondence on this permit may be directed to the contacts on page one of this form.