UNITED STATES

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

# SPECIAL ALLOTMENT TIMBER CUTTING PERMIT

| PERMIT NO. |  |  | PERMIT NAME: |  |
| --- | --- | --- | --- | --- |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ALLOTMENT NUMBER |  | ORIGINAL ALLOTTEE |  | RESERVATION |

| DESCRIPTION: |  |
| --- | --- |

1. AUTHORITY. This permit is issued under the authority of Section 8 of the Act of June 25, 1910 (25 U.S.C. 406) as amended by the Act of April 30, 1964; Section 305 of the Act of November 28, 1990, and in accordance with the regulations of 25 CFR 163.

| 2. TIMBER TO BE CUT.Permission is hereby granted to |  |
| --- | --- |

hereinafter called the Permittee,

| whose address is, |  | , |  |
| --- | --- | --- | --- |
|  | *(Address)* |  | *(City, State, Zip Code)* |

to cut and sell the timber shown below which has been designated for cutting by the Bureau of Indian Affairs on this allotment.

| **Species and Product** | **Estimated Volume** | **Unit** | **Stumpage Rate** | **Total Stumpage Value** |
| --- | --- | --- | --- | --- |
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|  |
|
|  |  |  |  |  |
|  |  |  | **TOTAL** | **$ 0.00** |

The volumes shown above are estimates only and are not guaranteed. The cutting authority of this permit covers the trees that have been designated regardless of whether the actual volume is more or less than the above estimates. This permit shall be construed to require the Permittee to cut all of the designated timber.

3. DESIGNATION OF TIMBER FOR CUTTING. The timber, which may be cut under this authority includes:

4. PERMIT DATES. Unless this permit is extended by the Approving Officer, the authority for the Permittee to cut and remove timber under this permit shall end on or before

|  | and the Permittee shall complete all other obligations on or before |
| --- | --- |
|  | The permit expiration date is the date the Permittee is relieved of liability under the  |

permit by the Approving Officer.

5. FOREST MANAGEMENT DEDUCTIONS. The Permittee agrees to pay to the Superintendent the sum of

| **$** | representing 10 percent of the total estimated stumpage value of the timber authorized for cutting, |
| --- | --- |

as shown in Section 2, for deposit into the associated Forest Management Deduction account, pursuant to 25 CFR 163.25. Payments shall be made in full prior to the approval of this permit. Payments shall be drawn payable to the Bureau of Indian Affairs.

6. PERFORMANCE BOND. The Permittee agrees, in accordance with the provisions of 25 CFR 163.21, that a

| performance bond in the amount of | **$** | , in a form acceptable to and furnished to the Superintendent |
| --- | --- | --- |

prior to the approval of this permit, may be used by the Approving Officer, for planting or other work to offset damage to the land and timber caused by the Permittee's failure to comply with the provisions of this permit. The performance bond shall be returned to the Permittee upon satisfactory completion of the permit.

7. CONDITIONS OF PERMIT. The Permittee agrees to conduct all operations under this permit in accordance with the provisions stated herein, including those in Sections 11 through 20. Failure of the Permittee to comply with the provisions of this permit shall be sufficient cause for the Approving Officer to revoke this permit and to refuse approval of additional permits.

8. SPECIAL PROVISIONS.

9. EFFECTIVE DATE. This permit shall become effective on the date of approval by the Approving Officer.

10. DEFINITIONS. As used in this permit:

10.1 "Approving Officer" means the officer who approves the permit or an authorized representative.

10.2 "Superintendent" means the Superintendent or other Bureau official representing the Agency having jurisdiction over the permit unit or the authorized representative.

10.3 "Officer in Charge" means the forest officer of highest rank assigned to the supervision of forestry work at the Agency having jurisdiction over the permit area, or an authorized representative.

10.4 "Bureau" means the Bureau of Indian Affairs, or the Director, Bureau of Indian Affairs (hereinafter referred to as Director), or any other person or persons duly authorized to act for the Bureau of Indian Affairs or the Director.

10.5 "Permittee" means the person awarded this permit.

11. PROHIBITION AGAINST ASSIGNMENT. The Permittee may hire other persons to assist in operations under this permit or may contract with other parties for the performance of operations. However, the authority granted by this permit cannot be assigned to another party and the Permittee shall remain responsible for compliance with the provisions of this permit and shall be liable for any damages arising from failure to comply with the provisions.

12. UTILIZATION. The Permittee is expected to utilize timber cut under this authority as completely as practicable.

13. SCALING. The Permittee shall provide volume information to the Officer in Charge for all forest products cut and utilized.

14. CONDUCT OF LOGGING.

14.1 Damage Avoidance. The Permittee’s logging methods shall avoid unnecessary damage to reserve trees, young growth, lands, other property and other values of the Indians or government. The operation of all equipment shall be subject to such reasonable restrictions as the Officer in Charge may prescribe.

14.2 Protection of Streams and Wetlands. Permittee’s Operations shall be conducted in a manner that will minimize damage to rivers, streams, riparian areas, wetlands, or moist meadows. Streams as here referred to include both flowing and intermittent watercourses. Written approval of the Officer in Charge is required for the hauling, skidding or yarding through any watercourse or wetland.

14.3 Soil Erosion. Permittee’s Operations shall be conducted in a manner to minimize adverse impact to soils. In areas where soil is particularly susceptible to erosion, Permittee will take reasonable and practicable measures to retain road surfaces and prevent the gullying of roads and skid trails, and stabilize barren areas created by landings or other actions that expose the soil. The Officer in Charge may suspend operations in whole or in part for such periods as may be deemed necessary to avoid damage when ground conditions are unfavorable.

14.4 Threatened and Endangered Species. If, in connection with operations under this permit, the Permittee discovers, encounters, or becomes aware of any threatened or endangered species, the Permittee shall immediately suspend all operations in the vicinity of the discovery and notify the Officer in Charge of their findings.

14.5 Cultural and Historical Sites. If, in connection with operations under this permit, the Permittee discovers any cultural or historic site or object such as graves, grave markers, fossils or artifacts, the Permittee shall immediately suspend all operations in the vicinity of the discovery and notify the Officer in Charge of their findings.

14.6 Hazardous Materials. Permittee shall take immediate action to contain any hazardous materials spills that have occurred because of Permittee’s Operations. The Permittee must notify the Bureau immediately of such spills. Hazardous materials will be disposed of as directed by the Officer in Charge. Hazardous materials include, but are not limited to, petroleum products such as fuel, oil, and hydraulic fluids, and contaminated soils, rock, and vegetative material. Permittee is responsible for environmental liabilities arising from his or her actions.

15. SLASH DISPOSAL.

15.1 Treatment of Slash. Treatment of slash as specified in the permit shall be accomplished by the Permittee concurrently with other phases of Permittee’s Operations. Slash includes, but is not limited to, limbs, tops, damaged young growth and other material resulting from Permittee’s Operations. Permittee shall lop and pile all slash compactly for burning unless otherwise specified. Slash piles shall be placed a sufficient distance from reserved trees and young growth to prevent unnecessary damage as a result of burning.

15.2 Slash Burning. All slash burning will be done by fire-qualified personnel under an approved burn plan.

16. TRANSPORTATION FACILITIES.

16.1 Rights-of Way. The Permittee shall be responsible for obtaining any necessary rights-of-way across land not owned solely by the Permittee. Rights-of way across Indian lands will be subject to applicable regulations.

16.2 Road Construction. The location and design of all roads to be constructed by the Permittee shall minimize damage to land, improvements, and the environment. The Bureau may, before construction begins, require approval of location and design by inspection or through the submission of plans and specifications for the location and design of roads and appurtenant structures.

16.3 Road Maintenance. All roads and trails which are designated by the Officer in Charge as being necessary for the administration and protection of Indian lands shall at all times be kept free of obstructions resulting from the Permittee’s operations. Bureau roads are open to public use but may be closed for reason of public safety, fire prevention or suppression, fish and game protection or to prevent damage to unstable roadbeds. During any period in which the Permittee uses Bureau roads, the Permittee shall maintain such roads, in proportion to their share of use, as determined by agreement between the Permittee and the Officer in Charge. In the event of disagreement, the determination shall be made by the Approving Officer.

17. FIRE PREVENTION AND SUPPRESSION

17.1 Fire Plan. When requested by the Bureau, the Permittee shall prepare, in cooperation with the Officer in Charge, a plan for the prevention and reporting of wildfires on the logging unit. At a minimum, the plan shall include a communication plan for reporting wildfires; a description of fire prevention and control measures on the logging unit; and a list of qualified personnel and equipment available for implementing the plan.

17.2 Fire Reporting. Permittee shall immediately report any and all wildfires to the appropriate authority specified in the Fire Plan.

17.3 Fire Precautions. Permittee shall, both independently and in cooperation with the Bureau, take all reasonable and practicable action to prevent fires from Permittee’s Operations. Permittee shall furnish and maintain in good and serviceable condition such wildland firefighting tools and equipment, and take such fire prevention measures as may be required by the Superintendent to meet the fire protection requirements of the permit and the existing fire danger. The requirements shall not be less than are required under the laws of the State in which the logging unit is located.

17.4 Suspend Operations. The Officer in Charge may require the Permittee to suspend any or all of Permittee’s Operations when ignition conditions identified in the Fire Plan are met, or when fire is within or threatening the Operational Area.

17.5 Suppression Assistance. When called upon by the Superintendent, Permittee shall make available personnel and equipment identified in the Fire Plan for use in suppressing wildfire on or threatening the Operational Area, in accordance with Bureau policy.

17.51 Personnel. Personnel identified in the Fire Plan as fully qualified under current Bureau standards will be eligible for temporary hire by the Bureau. Such personnel will work under the direction of any authorized employee of the Bureau.

17.52 Equipment. Inspected and approved equipment identified in the Fire Plan may be rented from Permittee by the Bureau or Incident Management Team as provided for in the Fire Plan.

17.6 Fire Suppression Costs.

17.61 Purchaser Fire. The origin or spread of all wildfires on the Operational Area for which Permittee, Permittee’s employees, or Permittee’s subcontractors or their employees, are responsible by act or neglect are classified as either Negligent Fire or Non-Negligent Fire.

17.611 Negligent Fire. A person has acted “negligently” if he or she has departed from the conduct expected of a reasonably prudent person acting under similar circumstances. In the case of logging operations, for example, this would include things such as disposing of burning materials in a careless manner, unattended campfires, and equipment fires caused by inadequate maintenance. Negligence will be determined by the Approving Officer.

17.6111 Penalty for Suppression Costs

All suppression costs including those incurred by the Bureau of suppressing any such fire ignited through Purchaser negligence shall be borne by Purchaser.

17.612 Non-Negligent Fire. A Non-Negligent fire is any fire caused by the Purchaser, which is not considered negligent by the Approving Officer.

17.6121 Penalty for Suppression Costs

The Purchaser shall pay one-half of the total suppression costs for non-negligent purchaser fires as determined by the Approving Officer.

17.6122 Maximum Penalty for Suppression Costs

The maximum penalty for suppression costs is twenty-five percent of the total estimated value of the contract, up to a maximum of $300,000.

17.62 Non-Purchaser Fire. Fires on or outside the sale area for which the Permittee or his or her employees, his or her subcontractors or their employees, are in no way responsible by act or neglect are hereinafter called non- Permittee fires. The Permittee shall be reimbursed, at rates authorized by the Bureau, for all qualified equipment and/or personnel hired by the Bureau for non- Permittee fire suppression.

18. IMPROVEMENTS.

18.1 Construction. The location and design of all roads to be constructed by Permittee shall minimize damage to land, improvements and the environment. Bureau may, before construction begins, require approval of location and design by inspection or through the submission of plans and specifications for the location and design of roads and other improvements. All bridges, drainage structures, cattle guards or other improvements installed on any road by the Permittee shall be designed and installed in a manner that facilitates long-term usage of the road. Installed structures will be left intact at the completion of logging operations, unless the removal of such improvements is authorized or required by the Superintendent. Installations not specified will occur only with prior approval of the Officer in Charge.

18.2 Existing Improvements. Permittee may be given permission to use existing improvements, which are already on lands covered by the permit, and which are necessary for Permittee’s Operations under the permit, subject to applicable regulations and such conditions as the Superintendent may impose. Permittee shall protect roads and other improvements within the Operational Area and those designated on the logging unit map(s), and shall make restoration of any such road or improvement damaged by Permittee’s Operations.

18.3 Damage to Land and Other Property. Damage to land or other property of the Indians or the Government, which cannot be repaired, shall be paid for by the Permittee in an amount to be determined by the Bureau. In determining the amount of such damages, the Bureau shall consider the value of any permanent improvements made by the Permittee. The Permittee shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration or damage during its operation. If any monuments, corners or accessories are destroyed, obliterated or damaged by such operations, the Permittee shall hire a licensed surveyor to reestablish or restore the same, using survey procedure in accordance with the Manual of Instructions for the survey of the public lands of the United States, and shall record such survey in appropriate county records and shall supply a certified copy to the Bureau.

19. REFUSE CONTROL AND SANITATION. Landings and areas where equipment have been operated or repaired shall be cleaned up immediately following use. Improvements constructed or used by the Permittee on lands belonging to the Indians or the Government and the grounds adjacent thereto shall be maintained in a clean and sanitary condition and thoroughly cleaned upon abandonment or removal of improvements. All equipment, rubbish, garbage, litter, temporary buildings, and other refuse resulting from the Permittee’s operations and occupancy shall be removed and disposed of properly. Permittee shall not service skidding equipment, trucks or other equipment on Indian lands where pollution to lakes, streams or estuaries would occur.

| **SIGNED:** |  |
| --- | --- |
|  | Permittee |
| **Date:** |  |
| **LOGGER/OPERATOR:** |  |
| **Date:** |  |
| **APPROVED:** |  |
| **Title:** |  |
| **Date:** |  |

**Instructions for Completion of
Special Allotment Timber Cutting Permit**

1. General Information.

a. Heading. Include original allottee name with the allotment number, legal description, and reservation.

b. Section 2, Timber to be cut. Complete columns as appropriate.

c. Section 3, Designation of Timber for Cutting. Be specific about the species to be cut and the method of designation for each species. Only forest products designated by the Bureau/Tribe will be authorized for cutting.

d. Section 4, Permit Dates. Permits should normally be limited to one year. One additional year may be allowed when high volume/value stumpage is concerned and a longer period is compatible with good business and economic principles and the justifying information is presented with the proposal. The permit period should be based on the approval date in order to give the permittee the full time allowed to cut and remove the product.

e. Administrative Fees. Refer to 25 CFR § 163.25 and § 163.26 for regulations. Unless special instructions have been provided by the Secretary regarding the amount of the forest management deduction, or the manner in which it is to be made, the deduction shall be % (e.g. 6%, 10%) of the estimated stumpage value (less forestry project rates contained in the stumpage value) of the forest products designated for cutting. Administrative fees are only assessed against sales with total stumpage values of $5,001 or more. A choice is provided for a single payment prior to permit approval or installment payments at scheduled intervals (e.g. 1st of each month or specific listed dates).

f. Special Deposit. This is actually a performance bond. Unless waived by the Secretary, the permittee is required to furnish a bond before cutting begins. When the sole owner of the allotment (permittee) is also the logging operator, the special deposit/bond may be waived. When waived, the permit will note, “Special deposit hereby waived.” If the special deposit/bond is not waived, then 25 CFR §163.21 specifies the minimum percentages to be used in calculating the amount. Acceptable forms of deposit/bond are contained in section 6.

g. Conditions of Permit. Add conditions as necessary.

h. Slash and Snag Disposal. List any practices required in addition to those specified in Section 15.

2. Special Provisions. Item 8 includes special provisions not preprinted on the form. These special provisions shall be carefully prepared to prevent contradiction with provisions preprinted on the form. Inapplicable preprinted provisions in sections 11 through 19 of the permit should be described in the special provisions section as not applicable. This is especially important for the standard fire suppression provisions in section 17 since they could establish federal liability for injuries and death resulting from the suppression efforts of unqualified permittees or their employees/contractors. Crossing out text is inappropriate.

3. Signatures.

a. Signed. The signature line is designated for the sole owner to sign as the permittee. A date should also accompany the signature.

b. Logger/Operator. In the event the sole owner is not the one doing the on the groundwork, have the Logger/Operator sign and date to ensure they are aware of the permit’s provisions.

c. Approved. The signature line designated for the approving officer shall be signed by the line officer delegated the authority to approve the permit. The signatory’s title will be typed or printed below their signature. The approval date should also be indicated on the line under the title line.