



STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
Division of Parks and Outdoor Recreation
Special Use Permit (11 AAC 18.010)

ASP Number: ASP2404129 (State Assigned – Alaska State Park, Permit Number)

****A copy of this permit and stipulations must be carried by the Permittee and all employees while operating in a State Park****

APPLICANT INFORMATION

Full Name: Weronika Konwent Title: Research Associate
Company/Organization Name: University of Alaska, Fairbanks
Is your group considered a non-profit organization? ☐ YES ☒ NO If yes, list your EIN: _____
Mailing Address: 2141 Koyukuk Dr
City: Fairbanks State: Alaska Zip Code: 99775
Email Address: weronika.konwent@nau.edu Phone: (325) 451-7724
Emergency Contact: jhollingsworth@alaska.edu Phone: (907) 322-2846

REQUESTED ACTIVITY

Does this activity require a fee to be paid to your organization in order to participate (i.e. race event)? ☐ YES ☒ NO

How much is the fee (per person)? \$ _____ ☒ N/A

Number of participants: Adults 4 Youth (under 18yo) _____ ☒ N/A

Park Unit where requested activity will take place: Chena River Recreation Area

Specific location within that Park Unit (campground, picnic shelter, etc.): coordinates added on next page

Dates of requested activity: 7/14/24 - 8/10/24

Time of use (i.e. 8:00am to 12:00pm; all day, etc) : all day

Are you requesting exclusive use of the specific location? ☐ YES ☒ NO

Will you need special amenities? (if yes explain below) ☐ YES ☒ NO

Description of requested activity (be as specific as possible: wedding, family union, race event, picnic, any additional explanation of questions above, etc. Attach additional page if needed):


We are conducting research on post-fire regeneration across firescars in the Fairbanks Area. We are part of the Bonanza Creek Long Term Ecological Research program with the Institute of Arctic Biology at the University of Alaska, Fairbanks. This project will be using helicopters to access sites in firescars to sample 1, 3, 5, and 10 years post fire. We would leave no permanent markings and would be collecting mostly observational data, as well as taking some soil samples. Our team would consist of 3 scientists and a helicopter pilot. The surveys in the Munson Creek firescar in the Chena State Recreation Area would only take 2 days, but I have put the entirety of our sampling period this summer to be conservative. Because this fire occurred in 2021, we would return in 2026 and 2031. Please reach out to Weronika (email above) if you require more details.

APPLICANT ACKNOWLEDGEMENT

I attest the information submitted on this form and any attachments are true, complete, and accurate to the best of my knowledge. The permittee has read and agreed to the terms of this permit and understands that the breach of any of the terms is cause for revocation or suspension. By signing this form, the permittee, its agents, and employees agree to conduct the authorized activities under this permit in accordance with the attached general stipulations and special stipulations, that are incorporated upon the issuance of this permit.

Weronika Konwent

Applicant Signature

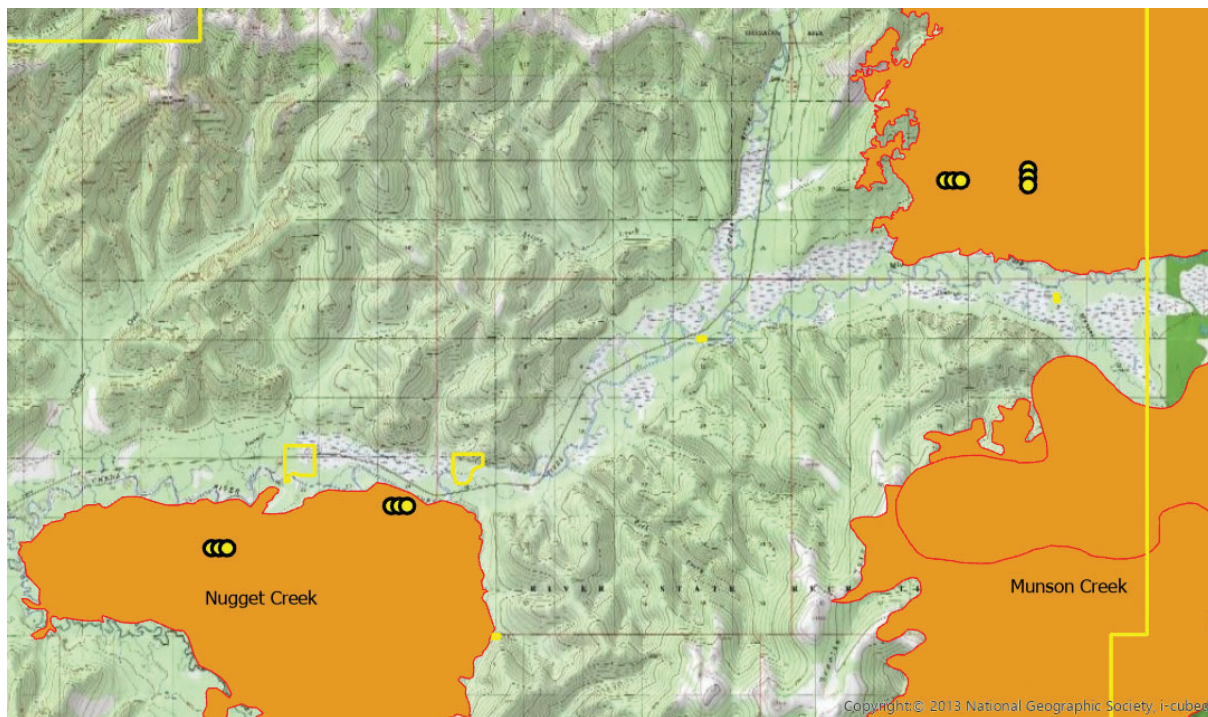
 Digitally signed by Weronika Konwent
Date: 2024.06.19 09:52:00 -08'00'

6/19/2024

Date

Coordinates

Project	Sitename	Lat	Long
LTER Wildfire	MunsonCreek_H1	64.97401315	-146.1207651
LTER Wildfire	MunsonCreek_H2	64.97667311	-146.0821375
LTER Wildfire	MunsonCreek_L1	64.97401315	-146.1297483
LTER Wildfire	MunsonCreek_L2	64.97477316	-146.0821375
LTER Wildfire	MunsonCreek_M1	64.97401315	-146.1252567
LTER Wildfire	MunsonCreek_M2	64.97287308	-146.0821375
LTER Wildfire	NuggetCreek_H1	64.89485343	-146.4387687
LTER Wildfire	NuggetCreek_H2	64.88456073	-146.542075
LTER Wildfire	NuggetCreek_L1	64.89485343	-146.4477519
LTER Wildfire	NuggetCreek_L2	64.88456073	-146.5510581
LTER Wildfire	NuggetCreek_M1	64.89485343	-146.4432603
LTER Wildfire	NuggetCreek_M2	64.88456073	-146.5465666



SPECIAL USE PERMIT GENERAL STIPULATIONS

1. **Authorized Officer.** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Parks and Outdoor Recreation (DPOR), is the Regional Superintendent or designee.
2. **Vehicle Parking.** All individuals/participants are responsible for paying the day use vehicle parking fee required at all park facilities. These fees are payable onsite or with an annual park pass. These passes can be purchased at: <https://dnr.alaska.gov/parks/passes>.
3. **Assignment.** This permit may not be transferred, extended, or assigned without prior written approval from the authorizing officer. The permittee shall not sub-let or enter into any third-party agreements involving the privileges authorized by this permit.
4. **Indemnification.** The permittee shall indemnify, hold harmless and defend the State, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligent act of the permittee relating to this permit.
5. **Forfeiture.** The permittee shall forfeit the permit if he/she defaults in the performance or observance of any of the permit terms, covenants, stipulations, or of a statute or regulation.
6. **Refuse and Waste.**
 - (a) No person may bring waste or refuse from household, commercial, industrial, or construction activities into a state park for disposal.
 - (b) No person may place waste or refuse in state park water, or on land or water capable of contaminating state park water.
 - (c) Unless it is deposited in a park waste receptacle, waste or refuse created in the course of activities in a state park must be removed from the state park by those responsible for its creation.
 - (d) The provisions of this section do not apply to animal waste normally discarded by hunters, trappers, or fishermen in the course of legal hunting, trapping, or fishing, except that waste must not be left within 100 feet of a trail, road, or developed facility.
7. **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 you shall immediately (within one business day of discovery) notify the Park and the Office of History and Archaeology (907-269-8700).
8. **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 prohibited unless specifically authorized by this permit. If authorized, brush clearing 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 habitats.

9. **Geographic Limit.** This permit is for activities on state lands or interests managed by the Division of Parks and Outdoor Recreation (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.
10. **Preferential Rights.** No preferential rights to additional services of a proprietary interest right in the lands are attached to this permit.
11. **Suspension and Revocation of this permit by the State.** Failure to abide by any part of this use permit, to comply with any of the general or special stipulations or the willful violation of any state regulation may result in immediate suspension or revocation of this permit and may result in denial of future permits.
12. **Revocable at will.** This permit may be revoked at any time at the discretion of the director or his/her designee without compensation to the permittee or liability to the State.
13. **Repair of Damage.** The permittee shall be liable for the repair of any damages to lands, facilities or resources resulting from the activities of the permittee, his/her agents, employees, or clients.
14. **Natural Hazards.** The permittee recognizes and understands that natural hazards are likely to exist within 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.
15. **Camps, Caches & Equipment Storage.** Unless otherwise authorized, the permittee agrees not to establish temporary or permanent camps or caches within the permit area. All property of the permittee is to be removed from park lands and waters upon completion of permitted activities. Vehicles, boats, aircraft, or any equipment or supplies may not be stored on State Park lands or waters without a special use permit. Vehicles may be legally parked during operations in the park.
16. **Non-Exclusive Use.** This permit shall not be construed as limiting the rights of the authorizing officer 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, lands or waters in the area of their activities.
17. **Aesthetics.** The permittee shall protect the scenic aesthetic values of the area under this permit, and the adjacent land, as far as possible while conducting activities authorized under this permit.
18. **Inspection.** The state reserves the right to inspect areas of activity under this permit. It is understood, however, that the state will only inspect the site during normal periods of activity by the permittee or at other times that are convenient to the permittee unless in an emergency situation.
19. **Compliance with Government Requirements.** The permittee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this permit. The permittee shall ensure compliance by its employees, agents, clients, licensees, or invitees.
20. **Lawful Operations/Documentation.** The permittee agrees to operate in accordance with all local, state, and federal laws and regulations. The issuance of this permit does not alleviate the necessity of the permittee to obtain all required local, state and federal licenses, tags, permits, registrations and certifications that are applicable to the permittee's activities. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees. Permittee shall further require all individuals operating under this permit to have all such documentation in their possession while operating in the park and upon request shall present for inspection to any state park official or Peace Officer.

- 21. Fires.** The permittee and his/her agents/employees agree to take all reasonable precautions to prevent, suppress and report promptly all fires on or endangering state park lands. No material shall be disposed of by burning during a closed season established by law or regulation without a written permit from the state forester.
- 22. 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, letterhead, or like materials regarding this permit.
- 23. Fuel and Hazardous Substances.** Fuel and hazardous materials/substances may not be stored at the site without prior written approval.

PERMIT AUTHORIZATION (for State use only, permit not valid unless signed)

☐ Permit authorized as requested in application section above OR

☒ Permit authorized with the following changes to the requested activities:

UAF will be utilizing Alpha Aviation for helicopter access to the CRSRA research plots. Alpha Aviation has a current Commercial Use Permit, LAS 35081 for helicopter activities.

The Director of DPOR has reviewed this application in the context of:

☐ The applicable Management Plan: CRSRA Adopted (date): 11/2006

☐ No Management Plan applies.

11 AAC 18.025(c) and the following:

- ☒ (1) Park facilities and natural and cultural resources will not be adversely affected;
- ☒ (2) The state park is protected from pollution;
- ☒ (3) Public use values of the state park will be maintained and protected; and
- ☒ (4) The public safety, health, and welfare will not be adversely affected.

Reviewing the management plan – if one applies – and 11 AAC 18.025(c), the Director of DPOR has determined that this permit and the activities associated under this permit are consistent with 11 AAC 18.025 and 11 AAC 18.030. By the Authorized Officer (AO) signing below affirms this decision. Therefore, the permit is granted, subject to any special stipulations outlined below.

Application Fee: Waived Permit Fee: Waived (per 11 AAC 05.170 and Director's Order)

Permit Term: 7/1/24 - 8/31/24

Ian Thomas

Digitally signed by Ian Thomas
Date: 2024.06.20 11:42:55 -08'00'

7/1/2024

Authorized Officer Signature

Date Issued

SPECIAL USE PERMIT SPECIAL STIPULATIONS

Fees waived for scientific research.

Permittee is required to reach out to the Northern Area Park Superintendent, Ian Thomas, prior to any helicopter flight in the park. You can reach him at ian.thomas@alaska.gov.

Appeals

An eligible person affected by this decision may appeal to the DNR Commissioner per AS 44.37.011 and 11 AAC 02. Any appeal must be received within twenty (20) calendar days after issuance of this decision under 11 AAC 02.040. An eligible person must first appeal a decision to the Commissioner before seeking relief in superior court. The Alaska Court System establishes its own rules for timely appealing final administrative orders and decisions of the department.

Appeals may be mailed or hand-delivered to the DNR Commissioner's Office, 550 W. 7th Avenue, Suite 1400, Anchorage, Alaska, 99501; or faxed to (907)-269-8918; or sent by electronic mail to dnr.appeals@alaska.gov. Appeals must be accompanied by the fee established in 11 AAC 05.160(d)(6), which has been set at \$200 under the provisions of 11 AAC 05.160 (a)-(b). A .pdf or print copy of 11 AAC 02 may be obtained by contacting DNR's Appeals Program via phone at (907) 269-3565, via email at dnr.appeals@alaska.gov, and is also available on the department's website at <https://dnr.alaska.gov/mlw/pdf/DNR-11-AAC-02.pdf>.