



United States Department of the Interior
NATIONAL PARK SERVICE
Yosemite National Park
P. O. Box 577
Yosemite, California 95389

IN REPLY REFER TO:
L7615(YOSE-PM)

Memorandum

To: Ruth Middlecamp, Project Manager, Yosemite National Park

From: Superintendent, Yosemite National Park

Subject: NEPA and NHPA Clearance: 2017-032 Parkwide Programmatic Chain Sales and Installation
Commercial Use Authorization (74645) C6

The Executive Leadership Team has reviewed the proposed project and completed its environmental assessment documentation, and we have determined the following:

- There will not be any effect on threatened, endangered, or rare species and/or their critical habitat.
- There will be no adverse effect on historical, cultural, or archeological resources.
- There will not be serious or long-term undesirable environmental or visual effects.

The subject proposed project, therefore, is now cleared for all NEPA and NHPA compliance requirements as presented above. Project plans and specifications are approved and construction and/or project implementation can commence.

For the proposed project actions to be within compliance requirements during construction and/or project implementation, the following mitigations must be adhered to:

- No mitigations identified.

Recommendations for Conditions or Stipulations: None

For complete compliance information see PEPC Project 74645.


Palmer L. Jenkins (Acting Superintendent)

Enclosure (with attachments)

cc: Statutory Compliance File

Letter of Compliance Completion – 2017-032 Parkwide Programmatic Chain Sales and Installation Commercial Use
Authorization - PEPC ID: 74645



Categorical Exclusion Form

Project: 2017-032 Parkwide Programmatic Chain Sales and Installation Commercial Use Authorization

PEPC Project Number: 74645

Project Description:

The Commercial Use Authorization (CUA) is a tool required by the National Park Service to regulate and oversee the commercial use of National Park Service lands, not regulated under a Concessions Management contract. This CUA, also known as a permit, is issued to companies or individuals conducting a commercial in-park business. This Categorical Exclusion will cover chain sales and chain installation services.

Chain Sales - As an in-park business the CUA Holder is allowed to sell Caltrans approved traction control devices know as tire chains or tire cables and collect payment inside of Yosemite National Park boundaries. This service is offered as a roadside service along designated road corridors of the park. These corridors include the El Portal Road, the Wawona Road and the Big Oak Flat Road. This CUA does not authorize the Holder to rent tire chains or cables. The permitted activity is to be conducted only in those areas of Yosemite National Park open to the public and authorized by the CUA. The CUA holder is required to obtain any additional permits or license required by law.

Chain Installation - As an in-park business the CUA holder is allowed to offer their service to install and uninstall Caltrans approved traction control devices know as tire chains or tire cables to the public and collect payment for their service inside of Yosemite National Park boundaries. This service is offered as a roadside service along designated chain installation areas. This CUA does not authorize the Holder to rent, sell or repair tire chains or cables. The permitted activity is to be conducted only in those areas of Yosemite National Park authorized by the CUA. The CUA holder is required to obtain a chain installation training certificate from Caltrans along with any additional permits or license required by law.

Project Locations:

Mariposa County, CA

Mitigations:

- No mitigations identified.

CE Citation: A.6 Commercial use licenses involving no construction.

Decision: I find that the action fits within the categorical exclusion above. Therefore, I am categorically excluding the described project from further NEPA analysis. No extraordinary circumstances apply.

Acting

Superintendent:


Palmer L. Jenkins

Date:

10/12/17

Extraordinary Circumstances:

If implemented, would the proposal...	Yes/No	Notes
A. Have significant impacts on public health or safety?	No	
B. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas?	No	
C. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources (NEPA section 102(2)(E))?	No	
D. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	No	
E. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	No	
F. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?	No	
G. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office?	No	
H. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species?	No	
I. Violate a federal, state, local or tribal law or requirement imposed for the protection of the environment?	No	
J. Have a disproportionately high and adverse effect on low income or minority populations (EO 12898)?	No	
K. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)?	No	
L. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?	No	



ENVIRONMENTAL SCREENING FORM (ESF)

Updated Sept 2015 per NPS NEPA Handbook

A. PROJECT INFORMATION

Project Title: 2017-032 Parkwide Programmatic Chain Sales and Installation Commercial Use Authorization
PEPC Project Number: 74645
Project Type: Commercial Use Authorization (CUP)
Project Location:
County, State: Mariposa & Tuolumne Counties, California
Project Leader: Ruth Middlecamp

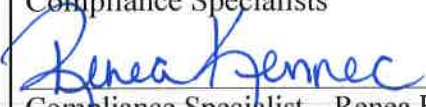

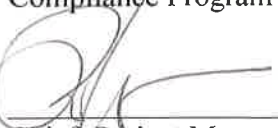
B. RESOURCE IMPACTS TO CONSIDER:

Resource	Potential for Impact	Potential Issues & Impacts
Air Air Quality	None	
Biological Nonnative or Exotic Species	None	
Biological Species of Special Concern or Their Habitat	None	
Biological Vegetation	None	
Biological Wildlife and/or Wildlife Habitat including terrestrial and aquatic species	None	
Cultural Archeological Resources	None	
Cultural Cultural Landscapes	None	
Cultural Ethnographic Resources	None	
Cultural Museum Collections	None	


Resource	Potential for Impact	Potential Issues & Impacts
Cultural Prehistoric/historic structures	None	
Geological Geologic Features	None	
Geological Geologic Processes	None	
Lightscapes Lightscapes	None	
Other Human Health and Safety	None	
Other Operational	None	
Other Other	None	
Socioeconomic Land Use	None	
Socioeconomic Minority and low-income populations, size, migration patterns, etc.	None	
Socioeconomic Socioeconomic	None	
Soundscapes Soundscapes	None	
Viewsheds Viewsheds	None	
Visitor Use and Experience Recreation Resources	None	
Visitor Use and Experience Visitor Use and Experience	None	
Water Floodplains	None	
Water Marine or Estuarine Resources	None	
Water Water Quality or Quantity	None	
Water Wetlands	None	

Resource	Potential for Impact	Potential Issues & Impacts
Water Wild and Scenic River	None	
Wilderness Wilderness	None	

Recommended:

Compliance Specialists  Compliance Specialist – Renea Kennec	Date <u>10/3/17</u>
 Compliance Program Manager – Madelyn Ruffner	<u>10/11/17</u>
 Chief, Project Management – Ron Gaunt	<u>10/11/17</u>

Approved:

Superintendent  Palmer L. Jenkins (Acting Superintendent)	Date <u>10/12/17</u>
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UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service
YOSEMITE NATIONAL PARK
Park Contact: Ruth Middlecamp
Phone Number: 209-379-1851

COMMERCIAL USE AUTHORIZATION
UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

1. AUTHORIZED ACTIVITY:

COMMERCIAL ROADSIDE CHAIN SALES

Permit Number: YOSE-18-

Park Alpha-Number

2 Authorization Holder Information:

Business Name ↓

Authorization Date: October 1, 2017

Contact Name ↓

Expiration Date: June 15, 2018

Mailing Address ↓

Name of Area: Yosemite National Park

City, State, Zip ↓

Telephone ↓

↓ FAX

3. The holder is hereby authorized to use the following described land or facilities in the above named area (area must be restored to its original condition at the end of the authorization): **Roadside chain control areas within Yosemite National Park as designated in permit conditions #20, and attachments.**

4. **Summary of authorized activity:** (see attached sheets for additional information and conditions) The Holder is authorized to sell Caltrans approved tire traction devices on site at roadside chain control areas for use on private and commercial vehicles.

☒ **Out-of-Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

☐ **In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area

5. NEPA/NHPA Compliance:

☒ Categorical Exclusion ☐ EA/FONSI ☐ EIS ☐ Other Approved Plans PEPC NUMBER: 74646

6. Reasonable fee: (Cost recovery required at a minimum)

Application Fee:	<input type="checkbox"/> Required	Amount _____	Received _____
Administrative Fee:	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Not Required	Amount <u>\$250.00</u>
Management Fee:	<input type="checkbox"/> Required	<input checked="" type="checkbox"/> Not Required	Amount _____
Market Price:	<input type="checkbox"/> Required	<input checked="" type="checkbox"/> Not Required	Amount _____
Other Fee (Facility Use Fee, Gate Access or Other):	<input type="checkbox"/> Required	<input checked="" type="checkbox"/> Not Required	Amount _____

7. Insurance:

Liability:	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Not Required	Coverage Amount \$1 Million per occurrence
Auto:	<input type="checkbox"/> Required	<input checked="" type="checkbox"/> Not Required	Coverage Amount _____

ISSUANCE of this authorization is subject to the conditions below. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

8. SIGNATURES

Authorization Holder:

Signature

Title

Date

Authorizing NPS Official:

Signature

Title

Date

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
5. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
6. **Fees:** The Holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually at the end of the year.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
11. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.

12. **Reporting:** The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
13. **Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
14. **Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
15. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 209-379-1851 or by going to the park CUA webpage at Yose_CUA@nps.gov.
16. **Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Services", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
17. **Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

**SPECIAL PARK CONDITIONS
For Chain Sale CUA**

Definitions:

PERMIT/AUTHORIZATION: these terms may be used interchangeably when referring to the Commercial Use Authorization.

CUA: Abbreviation for this permitting instrument, "Commercial Use Authorization" also known as a permit.

Holder: For the purpose of this authorization the word "holder" shall mean the person and or company whose name is listed on page one of this authorization as the holder. The holder shall be the responsible party in matters agreed to in this authorization.

Tire Chains: For the purpose of this authorization the word “Chains” or “Tire Chains” will signify any temporary traction control device, approved by the California Department of Transportation (Caltrans) and Yosemite National Park to be used for winter driving conditions. (*“Tire Traction Devices are devices or mechanisms having a composition and design capable of improving vehicle traction, braking and cornering ability upon snow or ice-covered surfaces. Tire traction devices shall be constructed and assembled to provide sufficient structural integrity and to prevent accidental detachment from vehicles. Tire traction devices shall, at the time of manufacture or final assembly, bear a permanent impression indicating the name, initials or trademark of the assembling company or primary manufacturer, and the country in which the devices were manufactured or assembled in final form.”*(California vehicle code section 605)

Tire Chain Sales: For the purpose of this authorization the term “Tire Chain Sales” signifies the sale within Yosemite National Park of new Caltrans approved traction control devices and *tire chain adjusters*. *No other items may be sold.*

Chain Services: For the purpose of this permit the term “Chain Services” or “Tire Chain Services” denotes the installation and/or removal of traction control tire devices onto or off of vehicle tires. (A separate authorization is required to install and remove tire chains for a fee.)

18. **Authorized Activity** – The holder is authorized to **sell** Caltrans approved tire chains **at the point of need** along park roadways or within parking lots as authorized or assigned. Only the authorized holder and their employee(s) may conduct business under this permit. If the holder has a separate Commercial Use Authorization to install/remove traction control devices the two activities must be operated as separate businesses in the field. (E.g. offering discounted chain installation for purchasing chains from the holder would not be allowed.)
19. **Proof of Authorization** – The sales person must carry a copy of this entire Commercial Use Authorization and be prepared to present it at all park entrances and to any National Park Service (NPS) Ranger upon request.
20. **Special Instructions** – The holder will comply with any special instructions received from the Superintendent, or representative thereof, concerning activities conducted within Yosemite National Park.
21. **Business/Revenue Limits** - It is understood that the holder of this CUA shall not develop a business based on revenues generated through sales within Yosemite National Park which exceed the gross yearly earnings of \$25,000.00. Revenues exceeding the \$25,000 limit will result in the non-renewal of future Chain Sales CUA's. The holder is required to send monthly financial income reports during the permit period for months that the service is offered in the park. A report of gross receipts earned each month must be sent in by the 15th day of the following month. (A report form will be issued by the Commercial Use Office.)
22. **Monthly Reports** – The holder is required to submit a monthly use report to the Commercial Use Office for each month that they conduct a business in the park. Information submitted will include the total number of customers serviced and the gross income from chain sales within the park for the month. (A monthly use form will be issued by the Commercial Use Office.) Monthly reports will be due by the 15th day of the following month. (E.g. by January 15 for sales occurring in December.)
23. **Annual Survey** – The holder is required to complete and return the annual survey form to the Commercial Use Office by close of business on **July 15, 2018**. The information required by this document will include a total of all tire chains sold and fees collected for chain sales within the park, along with a request to be issued a permit for the following year if desired.

24. **Sales Location:** This authorization allows the holder to conduct sales of traction control devices at the following roadside chain control areas:
- a) along the **Big Oak Flat Road between the Big Oak Flat Entrance Station and the Big Meadow Overlook.** (The holder may only set up coverage at the Crane Flat Intersection, when the gas station store, located at Crane Flat, is closed or chains are unavailable at that location.)
 - b) the **El Portal Road between Parkline and the Hwy 140/120 Junction area, and along the Big Oak Flat Road from the Tamarack Creek chain control, west of the long tunnel, to the Big Meadow chain control area.**
 - c) the **Wawona Road (Hwy 41) between Grouse Creek chain control to the Mosquito Creek chain control area, and at the South Entrance**

Sales outside of the authorized area may be made only on an emergency basis, and only if requested by an authorized Park Ranger. The holder is not to initiate the request to move the operation to an area outside of the locations listed in this CUA. **In all cases, the holder is required to adhere to the instructions of on-site NPS Rangers or road maintenance personnel, with regard to appropriate locations for tire chain sales.**

25. **Rates** – All rates charged to the public by the CUA holder for commercial services authorized by this CUA shall be reasonable and appropriate for the type and quality of services required and authorized under the CUA. Proposed rates must be submitted to the National Park Service for review. A list of proposed sales prices must be submitted with this permit. Rates submitted to the National Park Service may not be changed without prior written notification to the Superintendent, and must be received at least 14 days prior to any rate changes being instituted. Upon request from the Commercial Use Office, the holder must provide the National Park Service with an invoice showing the purchase price of the sale items along with the mark up and final sale prices offered to the public.
26. **Rate Notification** - The holder must advise clients of the cost of the chains prior to the sale and inform the client that installation is not included in the sale. (*Activities conducted under the chain installation CUA must be kept separate from the chain sales CUA activities.*) Prices must be presented on a list to the customer or displayed on a sign. If a sign is used the sign must measure a minimum of 12" x 24" up to a maximum of 18" x 36". The letters shall be a minimum of 4 inches high with a minimum brush stroke of 5/8 inch. The holder may not display any advertising other than the company name, sales options and rates. (See note in condition #24, Emergency Delivery Rates.)
27. **Emergency Tire Chain Delivery:** Tire chains may be delivered to a park location and sold outside of the assigned service area only when requested by an authorized Park Ranger or Dispatcher. The Park Ranger must deem that a situation exists, requiring chains to be delivered and then initiate the request for the holder to deliver the chains. (*Road and weather conditions can change quickly. The Ranger's ability to maintain open traffic lanes or quickly clear stranded vehicles can be aided by having the option to request the permit holder to deliver chains to their location.*)
28. **Emergency Delivery Rates:**
For non-tow service delivery the fee may not exceed the maximum rates listed below. No other charges may be added for the delivery service except those fees allowed for sale of the chains and in this one instance, installation, if required.
- Delivery Service Maximum Charge:
- Day Rates (8:00 AM - :5:00 PM) : Not to exceed \$8.00/mile.
 - Night Rates (5:00 PM - 8:00 AM) : Not to exceed \$8.00/mile.
 - Mileage charged for one way travel only; beginning at location of initial contact and ending at the point of delivery.
 - Mileage must be shown on the customer's payment receipt.

29. **Entry Fees** – Entrance fees are waived for the holder only while conducting the authorized activity. The CUA must be shown to the Entrance Station Rangers when entering the park. Attempting to avoid payment of appropriate fees is a violation of federal law. Misuse of the CUA to avoid paying required entrance fees will result in the revocation of the CUA and the holder will be subject to criminal prosecution.
30. **Safety** - The holder shall take every reasonable precaution to ensure the safety of its clients, other park visitors, and park employees.
31. **Age Restriction** – Persons selling chains must be at least 18 years of age and have experience with the proper sizing of chains for the various vehicles that may be encountered.
32. **Fee Receipt** - Upon completing the tire chains sale, the holder **must** give the motorist a receipt showing the holder's name, the service rendered and the sales rate that was charged.
33. **Interference with Traffic** – The holder is not allowed to stand or work within the lanes maintained for through traffic. He/she must remain in the area designated for chain service and sales. Interference with, stopping, or controlling traffic by unauthorized flagging, signs, arm movements, lights, etc. so as to interfere with the orderly movement of traffic is prohibited.
34. **Sizing**: Tire chains may only be sold for the tire size specified by the manufacturer of the device.
35. **Tire Chain Resale**: The sale of used traction control devices is prohibited under this authorization.
36. **Tire Chain Rentals**: Unless specifically authorized in writing by the Superintendent, rental of traction control devices is prohibited.
37. **Tire Chain Installation**: This permit does not authorize the holder to install tire chains, with the exception of emergency chain delivery, if installation is requested by the client and the holder has a valid chain installation CUA, the holder may install the chains for the authorized installation rate.
38. **Sale of Miscellaneous Items**: Unless specifically authorized in writing by the Superintendent, sale of items within the park boundary, other than traction control devices and tire chain adjusters, is prohibited.
39. **Complaints** – The holder shall conduct business in a professional and courteous manner. Any person issued a CUA who is found to have displayed poor customer service, giving misleading statements concerning the necessity for the purchase of chains, misrepresenting road conditions or requirements regarding chain regulations, or causing complaints relative to his/her conduct may be required by the Superintendent to surrender his/her CUA.
40. **Holder Vehicle** - The holder may park a single vehicle in a location designated by the National Park Service, within a chain control area, if safe to do so, while engaged in the activities authorized by this CUA.
41. **Professionalism** - Due to the public image of persons conducting business in Yosemite National Park, the holder shall present a positive, professional image in both dress and demeanor while providing tire chain installation and removal services, commensurate with the tasks associated with the activity, and considering the climatic conditions. *(As a safety measure, the holder must wear high visibility colored clothing for greater visibility when working in traffic areas and during inclement weather.)*
42. **Clean up** – All areas used by the holder to conduct the authorized activity must be left clean and all debris and garbage carried out of the Park for disposal.
43. **Natural, Cultural & Historic Resource Protection** To the degree that the permitted activity may impact the natural, cultural and/or historic resources of the park; the holder shall ensure that the park's geological, biological, historical and archeological resources are not disturbed.

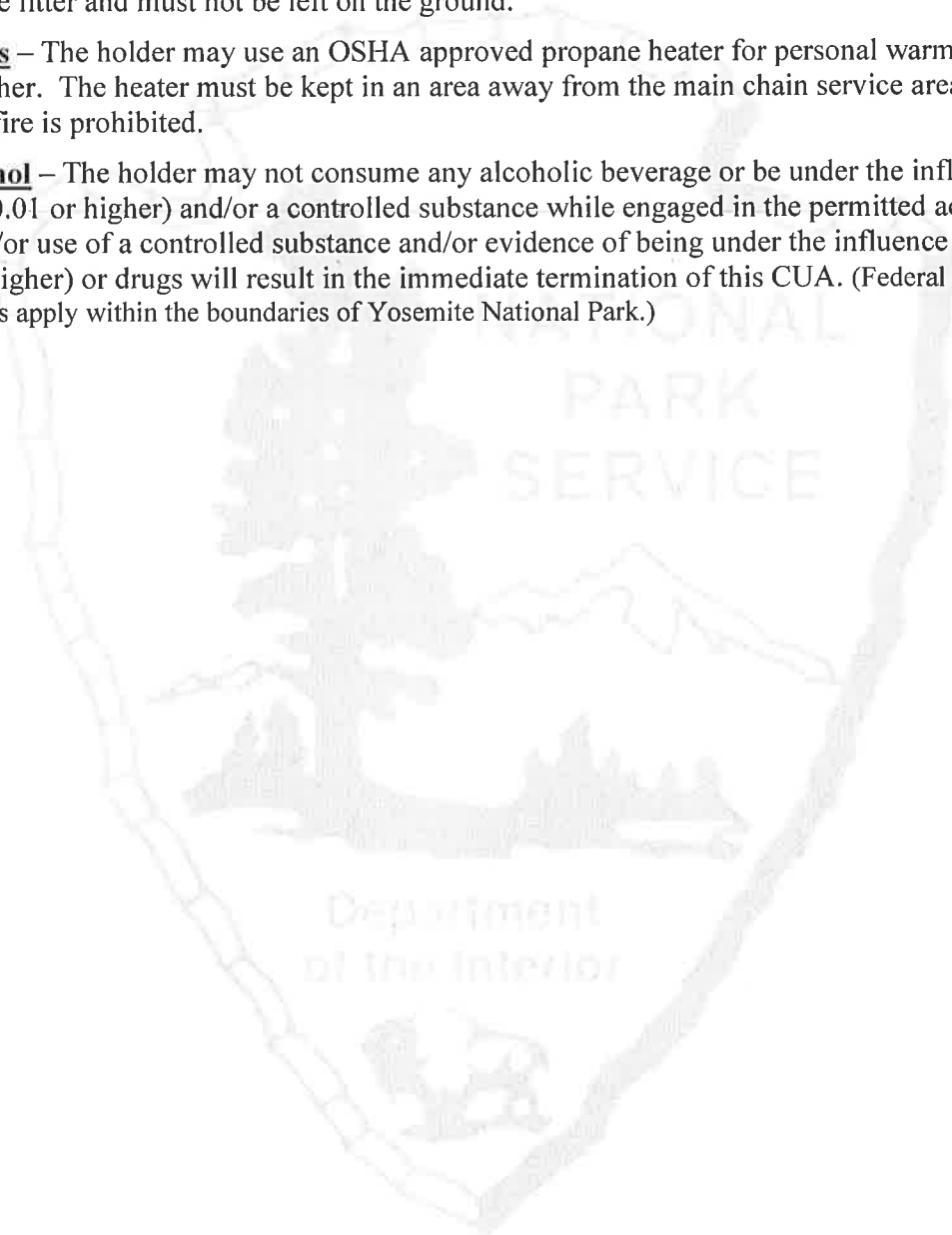
44. **Protection of Natural Resources & Cultural Artifacts (Historic and Prehistoric)**

The holder will not disturb, remove, or allow clients to disturb or remove any natural and/or historic and/or cultural artifacts from the Park including arrowheads, rock mortars, glass bottles/jars or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed.

45. **Cigarette Butts** – The holder must provide a container for disposal of cigarette butts. Cigarette butts are considered to be litter and must not be left on the ground.

46. **Warming Fires** – The holder may use an OSHA approved propane heater for personal warmth during inclement weather. The heater must be kept in an area away from the main chain service area. The use of an open flame fire is prohibited.

47. **Drugs & Alcohol** – The holder may not consume any alcoholic beverage or be under the influence of alcohol (BAC 0.01 or higher) and/or a controlled substance while engaged in the permitted activity. Possession and/or use of a controlled substance and/or evidence of being under the influence of alcohol (BAC 0.01 or higher) or drugs will result in the immediate termination of this CUA. (Federal drug enforcement laws apply within the boundaries of Yosemite National Park.)



UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service
YOSEMITE NATIONAL PARK
Park Contact: Ruth Middlecamp
Phone Number: 209-379-1851

COMMERCIAL USE AUTHORIZATION

UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (54 U.S.C. 101925)

1. AUTHORIZED ACTIVITY:

COMMERCIAL CHAIN INSTALLATION

2 Authorization Holder Information:

Business Name ↓

Contact Name ↓

Mailing Address ↓

City, State, Zip ↓

Telephone ↓

↓ FAX

Permit Number: **YOSE-18-**

Park Alpha-Number

Authorization Date: **October 1, 2017**

Expiration Date: **June 15, 2018**

Name of Area: **Yosemite National Park**

(Authorized Installation Zone(s)#: _____)

3. The holder is hereby authorized to use the following described land or facilities in the above named area (area must be restored to its original condition at the end of the authorization): **Areas within Yosemite National Park open to the general public and designated by the attached permit conditions and attachments.**

4. **Summary of authorized activity:** (see attached sheets for additional information and conditions)

The holder is authorized to conduct **The Holder is authorized to install and remove Caltrans approved tire traction devices on private and commercial vehicles within Yosemite National Park**

(Installer Name & Bib #: _____)

☐ **Out- of- Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

☒ **In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area. (Total gross receipts may not exceed \$25,000.)

5. **NEPA/NHPA Compliance:**

☒ Categorical Exclusion ☐ EA/FONSI ☐ EIS ☐ Other Approved Plans PEPC NUMBER: _____

6. **Reasonable fee:** (Cost recovery required at a minimum)

Application Fee:	<input type="checkbox"/> Required	Amount _____	Received _____
Administrative Fee:	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	Amount \$250.00	
Management Fee:	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	Amount _____	
Market Price:	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	Amount _____	

7. **Insurance:**

Liability: ☒ Required ☐ Not Required Coverage Amount \$1 Million per occurrence
Auto: ☐ Required ☒ Not Required Coverage Amount _____

ISSUANCE of this authorization is subject to the conditions below. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

8. **SIGNATURES**

Authorization Holder:

Signature

Title

Date

Authorizing NPS Official:

Signature

Title

Date

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates and under operating conditions satisfactory to the area Superintendent.
4. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
5. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
6. **Fees:** The Holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually at the end of the year.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
11. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.

12. **Reporting:** The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
13. **Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
14. **Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
15. **Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 209-379-1851 or by going to the park CUA webpage at Yose_CUA@nps.gov.
16. **Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Services", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
17. **Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

SPECIAL PARK CONDITIONS (Chain Installations)

Definitions:

PERMIT/AUTHORIZATION: these terms may be used interchangeably when referring to the Commercial Use Authorization.

CUA: Abbreviation for Commercial Use Authorization.

Holder: For the purpose of this authorization the word "holder" shall include employees and/or agents of the company issued this Authorization.. The holder shall be the responsible party in matters agreed to in this authorization.

Chains: For the purpose of this authorization the word "chains" will denote any temporary traction control device, approved by Caltrans (California Dept. of Transportation) and Yosemite National Park to be used for winter driving conditions in Yosemite National Park. *"Tire Traction Devices are devices or mechanisms having a composition and design capable of improving vehicle traction, braking and cornering ability upon snow or ice-covered surfaces. Tire traction devices shall be constructed and assembled to provide sufficient structural integrity and to prevent accidental detachment from vehicles. Tire traction devices shall, at the time of manufacture or final assembly, bear a permanent impression indicating the name, initials or trademark of the assembling company or primary manufacturer, and the country in which the devices were manufactured or assembled in final form."* (California vehicle code section 605)

Chain Services: For the purpose of this permit the term "Chain Services" or "Tire Chain Services" denotes the installation and/or removal of traction control tire devices onto or off of vehicle tires.

18. **Authorized Activity** – The holder is authorized to **install and/or remove** Caltrans approved tire chains **at the point of need** along roadways or within parking lots as authorized or assigned. Only the authorized holder may conduct business under this permit. The holder is authorized to install and remove tire traction devices on private and commercial vehicles within Yosemite National Park for a fee. If the holder has a separate Commercial Use Authorization to sell traction control devices the two activities must be operated as separate businesses in the field. (E.g. offering discounted chain installation to a client for purchasing their chains from the holder would not be allowed.)
19. **Chain Installer Requirements** - The chain installer must be the authorized holder or an employee of the holder. The chain installer shall have completed and pass a Caltrans Chain Installation course. A copy of the Caltrans certificate or official letter of completion with a passing score shall be placed on file with the Commercial Use Office. The installer must wear the authorized bib number issued by Yosemite National Park while operating in the park. The bib must be returned to the park upon request. The bib number may be assigned to only one person for the duration of the CUA.
20. **Proof of Authorization** – The chain installer must carry a copy of all pages of this CUA and be prepared to present it at park entrance stations and/or to any National Park Service (NPS) Ranger upon request.
21. **Compliance** – The Holder shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable regulations of the area. The holder will comply with any special instructions received from the Superintendent, or representative thereof, concerning commercial operations within Yosemite National Park.
22. **Business/Revenue Base** - It is understood that the holder of this CUA shall not develop a business based on revenues generated through sales within Yosemite National Park. Gross yearly earnings generated from sales of chain installation services within the park may not exceed \$25,000.00.
23. **Monthly Reports** – The holder is required to submit a monthly use report to the Commercial Use Office for each month that they conduct business in the park. Information to be submitted will include the total number of customers serviced and the gross income from chain installations within the park for the month. (A monthly use form will be issued by the Commercial Use Office.) Monthly reports will be due by the 15th day of the following month. (e.g. by January 15 for installations occurring in December.)
24. **Annual Survey** – The holder is required to complete and return the annual survey form to the Commercial Use Office by close of business on **July 15, 2018**. The information required by this document will include the total number of customers served and the gross income from chain installations within the park, along with a request from the holder to be issue a permit for the following year if desired.
25. **Rates** – All rates charged to the public by the CUA holder for commercial services authorized by this CUA shall be reasonable and appropriate for the type and quality of services required and authorized under the CUA. Proposed rates must be submitted to the National Park Service for review. Rates submitted to the National Park Service may not be changed without prior written notification with justification of the rate increase to the Superintendent, and must be received at least 14 days prior to date of the proposed rate changes being initiated. Rates may be temporarily changed on site only if it is to match the rates of another installer who is working in the same location.
26. **Rate Notification** - The holder must advise clients of the fee for service provided in advance and display a sign with the fees for each service. The sign must measure a minimum of 12" x 24" up to a maximum of 18" x 36". The letters shall be a minimum of 4 inches high with a minimum brush stroke or font size of 5/8 inch. The holder may not display any advertising other than this required signage. (When 2 or more chain installers set up their services at the same location, the installers may agree together to work under the same displayed rates.)
27. **Entry Fees** – Entrance fees are waived for the holder while conducting the authorized activity. Attempting to avoid payment of appropriate fees is a violation of federal law. Misuse of the CUA to avoid paying required entrance fees will result in the revocation of the CUA and the holder will be subject to criminal prosecution.
28. **Safety** - The holder shall take every reasonable precaution to ensure that its operations do not impact the safety of its clients, park visitors, or park employees.

29. **Age Restriction** – The chain installer must be at least 18 years of age.
30. **Location** - In all cases, the holder is required to adhere to the instructions of on-site NPS Rangers or road maintenance personnel, with regard to appropriate location for tire chain services. No chain installation activities are to take place within construction zones where flagging, pilot car or traffic light operations occur. (The holder is expected to coordinate with the National Park Service (NPS) to determine where and when there is a need for tire chain services. The holder is not to call the park entrance stations for current conditions. A recorded message about park road and weather conditions may be accessed by calling (209) 372-0200. The holder may contact the NPS Emergency Communications Office at (209) 379-1992 regarding the holder's availability and to ask about locations where services may be needed.)
31. **Zone Assignments** – The Superintendent reserves the right to limit the number of CUA's issued per Zone assignment. The holder may work only in the Zone(s) designated on page one of his/her Chain Installer CUA. No changes in assigned Zones will be allowed unless approved by the Superintendent or agent thereof. The holder may not work within any park concessioner's land assignment without prior written approval from an concessioner's authorized representative.
32. **Fee Receipt** - Upon completing the installation or removal of tire chains, the holder **must offer** the motorist a receipt showing the holder's name, bib number, the service rendered and fee that was charged.
33. **Interference with Traffic** – The holder is not allowed in the lanes maintained for through traffic. He/she must remain in the area designated for chain service. Interference with, stopping, or controlling traffic by unauthorized flagging, signs, arm movements, lights, etc. so as to interfere with the orderly movement of traffic is prohibited.
34. **Vending or Renting of Tire Chains** – This CUA does not authorize the sales or rental of tire chains, tire chain accessories or other items within the park boundary.
35. **Complaints** – The holder shall conduct business in a professional and courteous manner. Any chain installer working under this CUA who is found to have displayed poor workmanship in installing or removing chains, giving misleading statements concerning the necessity for altering chains, misrepresenting road conditions or requirements regarding chain regulations, or causing complaints relative to his/her conduct will be required to surrender their installer bib. The holder of this CUA may also have their authorization suspended or terminated.
36. **Right of Refusal for Service** – The holder has the right to refuse to install any tire traction device that, in their professional opinion, may be unsafe to use on public roadways.
37. **Holder Vehicle** - While engaged in the authorized activity the holder may park a single vehicle in a location designated by the National Park Service within a chain control area and only if safe to do so.
38. **Professionalism** - Due to the public image of persons conducting business in Yosemite National Park, the holder shall present a positive, professional image in both dress and demeanor while providing tire chain installation and removal services, commensurate with the tasks associated the activity, and considering the climatic conditions. The holder must wear the NPS or Caltrans issued high visibility number bib over a professional looking outdoor weather jacket and pants set while providing snow chain installation service. As a safety measure, the holder must wear high visibility color clothing for greater visibility when providing chain installation services..
39. **Clean up** – All areas used by the holder to conduct the authorized activity must be left clean and all debris and garbage carried out of the park for disposal.
40. **Natural, Cultural & Historic Resource Protection** - To the degree that the permitted activity may impact the natural, cultural and/or historic resources of the park; the holder shall ensure that the Park's geological, biological, historical and archeological resources are not disturbed.
41. **Protection of Natural Resources & Cultural Artifacts (Historic and Prehistoric)** - The holder will not disturb or remove, or allow clients to disturb or remove any natural and/or historic and/or cultural artifacts from the park including arrowheads, rock mortars, glass bottles/jars or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed.
42. **Cigarette Butts** – The holder must provide a container for disposal of cigarette butts. Cigarette butts are considered to be litter and must not be left on the ground.

43. **Warming Fires** – The holder may use an OSHA approved propane heater for personal warmth during inclement weather. The heater must be kept in an area away from the main chain service area. The use of an open flame fire is prohibited.
44. **Drugs & Alcohol** – (Federal drug enforcement laws apply within the boundaries of Yosemite National Park.)
The holder may not consume any alcoholic beverage while engaged in providing tire chain services. He/she may not provide tire chain services while under the influence of alcohol (BAC 0.01 or higher) and/or under the influence of a controlled substance. Possession and/or use of a controlled substance and/or evidence of being under the influence of alcohol (BAC 0.01 or higher) or drugs will result in the immediate termination of this CUA and request by the holder to receive future CUAs to operate in Yosemite National Park may be denied.

2018 - LOCATION REPORT

EXAMPLE

Name: _____

Daytime contact phone #: _____

This information will be used by Park Service authorities to request coverage if needed during emergencies.

Locations: Please indicate which of the following zones you are interested in providing chain services (check any or all that apply):

_____ **ZONE 1** Highway 41 beginning at South Entrance; terminating at Chinquapin/Badger Rd. junction. (Check with Rangers regarding where you may set up at the entrance area.)

_____ **ZONE 2** Highway 41 beginning at Chinquapin/Badger Rd. junction and terminating on Northside Drive at Bridalveil Straight.

_____ **ZONE 3** Badger Pass Rd. and ski area. (Check with Rangers regarding where you may set up.)

_____ **ZONE 4** Highway 120 beginning at Big Oak Flat Entrance; terminating at the Crane Flat. Jct.

_____ **ZONE 5** Highway 120 beginning at Crane Flat and terminating at the Tamarack Creek turnout (1/2 mile below the Long Tunnel);

_____ **ZONE 6** Highway 140 beginning at Parkline ending Northside Drive at Bridalveil Straight.

_____ **ZONE 7** Southside & Northside Drive beginning at Bridalveil Straight extending to Half Dome Village and from Half Dome Village ending at Camp 4. Sites include Bridalveil Straight, Chapel Straight, Curry Orchard, Superintendent's Straight and the old Camp 4 parking area, if available. Installer may work within the concessioner land assignment only if requested by an authorized concessions management representative with authority to give permission for that the land assignment.

_____ **ALL** **All Zones listed above** which may include additional areas assigned, as road & weather conditions dictate. This may include any roadway, street, parking lot or concessioner facility within the park area when coverage is requested by an authorized National Park Service Ranger or concession manager if involving a concession land assignment area.

*Note:

Chain Installers should be aware of traffic closures and construction traffic zones that may exist on park roads. These operations may impact the use of traditional chain installation areas. No chain installation activities are to take place within construction zones where flagging, pilot car or traffic light operations occur. Remember, personal and visitor safety is your priority when selecting an area to set up your chain installation operation.

**** (Required Information) Rates: Per Special Park Condition #21;** List the prices you plan to charge for your services. Attach additional document if needed. Once the permit is signed, fees may not be changed without prior written approval from the Superintendent.

(Private Vehicles) Chains On: \$ _____ Chains Off: \$ _____

(Commercial Bus) Chains on \$ _____ Chains Off: \$ _____

Other Fees: \$ _____ (list type(s): _____)



National Park Service
U.S. Department of the Interior

Yosemite National Park
Date: 10/03/2017

ASSESSMENT OF ACTIONS HAVING AN EFFECT ON HISTORIC PROPERTIES

A. DESCRIPTION OF UNDERTAKING

1. **Park:** Yosemite National Park

2. **Project Description:**

Project Name: 2017-032 Parkwide Programmatic Chain Sales and Installation Commercial Use Authorization

Prepared by: Renea Kennec **Date Prepared:** 10/03/2017 **Telephone:** 209-379-1038

PEPC Project Number: 74645

Locations:

County, State: Mariposa & Tuolumne Counties, CA

Area of potential effects (as defined in 36 CFR 800.16[d])

Parkwide roadways/pullouts/previously established parking areas

3. **Has the area of potential effects been surveyed to identify historic properties?**

☐ No

☒ Yes

Source or reference:

4. **Potentially Affected Resources: None**

Archeological Resources Notes: The activity may occur within the boundaries of archeological districts but will not affect historic properties (archeological sites).

Historical Structures/Resources Notes: The activity may occur within the boundaries of archeological districts but will not affect historic properties.

Cultural Landscapes Notes: The activity may occur within the boundaries of archeological districts but will not affect historic properties.

Ethnographic Resources Affected Notes: The activity may occur within the boundaries of archeological districts but will not affect historic properties.

5. **The proposed action will: (check as many as apply)**

☐ No Destroy, remove, or alter features/elements from a historic structure
☐ No Replace historic features/elements in kind
☐ No Add non-historic features/elements to a historic structure
☐ No Alter or remove features/elements of a historic setting or environment (inc. terrain)
☐ No Add non-historic features/elements (inc. visual, audible, or atmospheric) to a historic setting or cultural landscape
☐ No Disturb, destroy, or make archeological resources inaccessible
☐ No Disturb, destroy, or make ethnographic resources inaccessible
☐ No Potentially affect presently unidentified cultural resources
☐ No Begin or contribute to deterioration of historic features, terrain, setting, landscape elements, or archeological or ethnographic resources
☐ No Involve a real property transaction (exchange, sale, or lease of land or structures)
☐ No Other (please specify): _____

6. Supporting Study Data:

(Attach if feasible; if action is in a plan, EA or EIS, give name and project or page number.)

B. REVIEWS BY CULTURAL RESOURCE SPECIALISTS

The park 106 coordinator requested review by the park's cultural resource specialist/advisors as indicated by check-off boxes or as follows:

☒ [X] 106 Advisor
Name: Kimball Koch
Date: 10/06/2017

Check if project does not involve ground disturbance ☐ []

Assessment of Effect: ☐ No Potential to Cause Effect ☒ X No Historic Properties Affected ☐ No

Adverse Effect ☐ Adverse Effect ☐ Streamlined Review

Recommendations for conditions or stipulations:

Doc Method: Standard 4-Step Process

☒ [X] Anthropologist
Name: Scott Carpenter
Date: 10/04/2017

Comments: No new structures or ground disturbance, project is only operational on existing paved areas. No known concerns for historic properties of traditional and cultural significance.

Check if project does not involve ground disturbance ☐ []

Assessment of Effect: ☐ No Potential to Cause Effect ☒ X No Historic Properties Affected ☐ No

Adverse Effect ☐ Adverse Effect ☐ Streamlined Review

Recommendations for conditions or stipulations:

☒ Archeologist

Name: Sara Dolan

Date: 10/02/2017

Comments: The proposed actions will take place in designated chain-up areas. There are no archeological concerns.

Check if project does not involve ground disturbance ☒

Assessment of Effect: ☐ No Potential to Cause Effect ☒ No Historic Properties Affected ☐ No

Adverse Effect ☐ Adverse Effect ☐ Streamlined Review

Recommendations for conditions or stipulations:

☒ Historian

Name: Scott Carpenter

Date: 10/04/2017

Comments: No concerns for built environment so no historical architect review necessary.

Check if project does not involve ground disturbance ☐

Assessment of Effect: ☐ No Potential to Cause Effect ☒ No Historic Properties Affected ☐ No

Adverse Effect ☐ Adverse Effect ☐ Streamlined Review

Recommendations for conditions or stipulations:

☒ Historical Landscape Architect

Name: Kimball Koch

Date: 10/02/2017

Check if project does not involve ground disturbance ☐

Assessment of Effect: ☐ No Potential to Cause Effect ☒ No Historic Properties Affected ☐ No

Adverse Effect ☐ Adverse Effect ☐ Streamlined Review

Recommendations for conditions or stipulations:

No Reviews From: Curator, Historical Architect, Other Advisor

C. PARK SECTION 106 COORDINATOR'S REVIEW AND RECOMMENDATIONS

1. Assessment of Effect:

☐ No Potential to Cause Effects

☒ No Historic Properties Affected

☐ No Adverse Effect

☐ Adverse Effect

2. Documentation Method:

Assessment of Effect Form – 2017-032 Parkwide Programmatic Chain Sales and Installation Commercial Use Authorization
- PEPC ID: 74645

☒ A. STANDARD 36 CFR PART 800 CONSULTATION

The project has been assessed as not affecting historic properties, therefore consultation with SHPO is not required per 800.3(a)[1].

☐ B. STREAMLINED REVIEW UNDER THE 2008 SERVICEWIDE PROGRAMMATIC AGREEMENT (PA)

The above action meets all conditions for a streamlined review under section III of the 2008 Servicewide PA for Section 106 compliance.

APPLICABLE STREAMLINED REVIEW Criteria
(Specify 1-16 of the list of streamlined review criteria.)

☐ C. PLAN-RELATED UNDERTAKING

Consultation and review of the proposed undertaking were completed in the context of a plan review process, in accordance with the 2008 Servicewide PA and 36 CFR Part 800.
Specify plan/EA/EIS:

☐ D. UNDERTAKING RELATED TO ANOTHER AGREEMENT

The proposed undertaking is covered for Section 106 purposes under another document such as a statewide agreement established in accord with 36 CFR 800.7 or counterpart regulations.

☐ E. Combined NEPA/NHPA Process

Documentation is required for the preparation of an EA/FONSI or an EIS/ROD has been developed and used so as also to meet the requirements of 36 CFR 800.3 through 800.6

☐ G. Memo to SHPO/THPO

☐ H. Memo to ACHP

SHPO/THPO Notes:

3. Additional Consulting Parties Information:

Additional Consulting Parties: No

4. Stipulations and Conditions:

Following are listed any stipulations or conditions necessary to ensure that the assessment of effect above is consistent with 36 CFR Part 800 criteria of effect or to avoid or reduce potential adverse effects.

5. Mitigations/Treatment Measures:

**Measures to prevent or minimize loss or impairment of historic/prehistoric properties:
(Remember that setting, location, and use may be relevant.)**

No Assessment of Effect mitigations identified.

D. RECOMMENDED BY PARK SECTION 106 COORDINATOR:

Section 106 Advisor:

Kimball
Koch



Date: 10/11/2017

E. SUPERINTENDENT'S APPROVAL

The proposed work conforms to the NPS *Management Policies and Cultural Resource Management Guideline*, and I have reviewed and approve the recommendations, stipulations, or conditions noted in Section C of this form.



Superintendent:

Date: 11/12/17