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**MAINTENANCE PLAN**

**INTRODUCTION**

This Maintenance Plan between insert Lessee name (hereinafter referred to as the "Lessee") and the Bureau of Land Management (hereinafter referred to as the "BLM") sets forth the maintenance responsibilities of the Lessee and the BLM with regard to those lands and facilities within Meadowood Special Recreation Area (hereinafter referred to as the “Area”) that are assigned to the Lessee for the purposes authorized by the Lease. In the event of any apparent conflict between the terms of the main body of the Lease and this Maintenance Plan, the terms of the Lease, including its amendments, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Lessee’s Maintenance obligations under the terms of the Lease.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Field Station Manager (hereinafter referred to as the “FSM”) in consultation with the Lessee and revised as determined necessary by the FSM of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Lease. Any revisions must be reasonable and in furtherance of the purposes of this Lease.

PART A – GENERAL STANDARDS

# General Bureau Property Standards

Pursuant to the Lease, the Lessee is solely responsible for the maintenance of all Bureau Property to the satisfaction of the BLM. Compliance with the terms of this Maintenance Plan is required for this purpose.

The Lessee must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to BLM standards, DOI Asset Management Plans, BLM Management Policies, and manufacturer recommendations and specifications.

# Definitions

In addition to the defined terms contained or referenced in the Lease, the following definitions apply to this Maintenance Plan.

**Asset** – Real Property/Bureau Property that the BLM desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, arena, pasture etc.

**Capital Improvement** - A Capital Improvement, is a structure, fixture, or non-removable equipment provided by the Lessee pursuant to the terms of this Lease.

**Component** – A portion of an Asset or system.

**Component Renewal/Replacement (CR)** – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal/Replacement includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

**Bureau Property** - As defined in the main body of the Lease, are all Area lands assigned to the Lessee under the Lease and all real property improvements assigned to or constructed by the Lessee under the Lease.

**Deferred Maintenance (DM)** – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

**Deficiencies** – Defects in an Asset or Component that result when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

**Environmentally Preferable** - Products or services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distribution, reuse, operations, Maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product’s manufacture, product toxicity, and product recycled content including postconsumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

**Facility Operations** – Operational actions performed by the Lessee on a recurring basis that meet daily operational needs of Bureau Property. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, and grounds keeping. Certain Facility Operations requirements may be included in the Operating Plan to the Lease.

**Feasible** - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

**Hazardous Substance** – Any Hazardous Waste, hazardous chemical or hazardous material as defined under Applicable Laws.

**Hazardous Waste** - Any waste defined as such under Applicable Laws.

**Maintenance** – The maintenance of Bureau Property as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal/Replacement; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

**Personal Property** – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects solely for use by the Lessee to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Lessee operations under the Lease.

**Preventive Maintenance (PM)** – Planned, scheduled periodic Maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

**Recurring Maintenance (RM)** – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

**Repair** – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

**Maintenance Fund** – A Lessee reserve account that is established in the main body of this Lease. Maintenance Fund may only be used to carry out Component Renewal on a project basis that is authorized in writing by the BLM and that is non-recurring within a seven-year time frame. Maintenance Funds may not be expended to construct or install Capital Improvements.

**Replacement** – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

**Solid Waste** - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. It is more commonly referred to as trash, garbage, litter, or rubbish. The term “Solid Waste,” as used in this Maintenance Plan, does not include sewage, septic sludge, Hazardous Waste, Universal Waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

**Sustainable Design** – Design of physical objects, the built environment, and services to reduce the negative impacts on the environment throughout their life-cycle. The basic objectives are to reduce consumption of non-renewable resources, minimize waste, limit impact on the local and global ecosystem and create healthy, productive environments.

**Sustainable Practices/Principles** - Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preserve human cultures. Sustainable Practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

**Useful Life** – The serviceable life of an Asset or Component.

**Universal Waste** – Any waste as defined under Applicable Laws, including but not limited to, 40 CFR § 273. Such waste includes but is not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

**Waste Prevention** - Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste Prevention also refers to the reuse of products or materials.

**Waste Reduction** - Preventing or decreasing the amount of waste being generated through Waste Prevention, recycling, or purchasing recycled and Environmentally Preferable products.

# Lessee Responsibilities

## In General

### The Lessee must undertake Maintenance of Bureau Property to the satisfaction of the BLM, including, without limitation, compliance with the requirements of this Maintenance Plan.

### All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.

### The Lessee, where applicable, must submit project plans to the BLM that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.

### The Lessee, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the BLM.

### The Lessee must comply with the Architectural Barriers Act guidelines where applicable.

### The Lessee may perform emergency repairs without prior BLM approval as long as appropriate documentation follows within one business day.

### The Lessee shall undertake all repairs, recurring maintenance, and preventative maintenance as they are defined above. Specifically, the Lessee will continue to make the no or low-cost repairs that are within the expertise of the Lessee and do not require the expense or expertise of a specialist.

### The Lessee shall perform housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without altering the appearance of the Premises.

### The Lessee shall perform the repair or replacement in-kind of broken or worn out elements, parts or surfaces so to keep the existing appearance of the Premises, to include but not limited to fences, hardware, that are the result of Lessee’s operation.

### The Lessee must schedule inspections of all building systems on the Premises on an annual basis. In the case of any significant repairs, the Lessee will notify the BLM on repairs that would require specially trained personnel including but not limited to plumbers, electricians, construction contractors, and roofing specialists.

### Any capital improvements and/or repair and maintenance actions that may result in alterations to the Premises the Lessee decides to make, (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary) need approval by the BLM prior to the initiation of work.

### Any minor repairs to plumbing, electric, and buildings and other items and structures used by the Lessee for operations are the responsibility of the Lessee. This would include, but is not limited to, re-hanging stall doors, replacing faucets, light bulbs, and basic toilet and sink parks. Maintenance and repair of fences, buildings, etc. are to be maintained in same or better condition than when the Lease becomes effective.

## Maintenance Tracking

### Outside of the Maintenance Fund Reporting, the Lessee shall ensure that it has a method of tracking maintenance for Bureau Property. The process shall be developed by the Lessee and shall be provided to the BLM upon request. Lessee Inspections

### The Lessee must conduct annual inspections of Bureau Property to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

## Maintenance Fund Plans and Reports

### Multiyear Maintenance Fund Plan.

#### The Lessee must provide the BLM (for review and approval) with a Multiyear (2 years) Maintenance Fund Plan that covers all Bureau Property. The Lessee must update the plan as requested by the BLM but no less frequently than once per year. The Lessee must deliver the plan to the BLM on or before January 30 of each year. The plan must include

#### A forecast, by year, of projects that will use Maintenance Fund for the next two years, or over the remaining life of the Lease, whichever is shorter.

#### The plan must provide for expenditure of all funds the Lessee must deposit into the Maintenance Fund prior to the expiration of the Lease.

## Maintenance Fund Status Reports

### The Lessee must submit a monthly report on the status of projects funded by the Maintenance Fund by the 15th of each month and an annual summary report included within the Annual Financial Report.

## Personal Property Report

### The Lessee must provide the BLM with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by October 30 for review by the BLM.

# BLM Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the BLM to conduct Maintenance of Bureau Property of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain BLM responsibilities for particular elements of Maintenance of Bureau Property. Any approval or consent given by the BLM, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Lessee or the Lessee’s contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Lease.

## Inspections

The BLM from time to time (as determined necessary by the BLM but no less than annually) will inspect the condition of Bureau Property and the progress and quality of Maintenance activities. The Lessee must provide qualified personnel to accompany the BLM when a Bureau Property inspection is performed.

## Evaluation of Lessee Maintenance

The BLM will provide the Lessee with an annual evaluation of Bureau Property. The evaluation will be provided to the Lessee as a record of Bureau Property condition documenting the Lessee’s compliance with its obligation to perform all necessary Maintenance.

PART B – AREA REQUIRED LESSEE RESPONSIBILITIES

# Lessee Responsibilities

## General

The Lessee must maintain and repair all Bureau Property except as noted under "BLM Responsibilities." The Lessee must carry out Preventive Maintenance and Recurring Maintenance, scheduled and unscheduled repair, Component Renewal and cure any Deferred Maintenance in a timely manner to ensure that all Bureau Property achieve the basic goals described by the Lessee Review Program and applicable codes and guidelines. The Lessee must carry out maintenance as follows:

### Codes. As stated in Part A of the Maintenance Plan, the Lessee must comply with all applicable federal, state, and local statutes and codes. Those include but are not limited to the International Building Code, the Uniform Federal Accessibility Standards, the International Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless the BLM provides a written exception. All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.

### Preventive Maintenance. The Lessee must perform Preventive Maintenance to prevent environmental impacts, extend the life of components, and to prevent more serious deficiencies before they occur.

### Sustainable Design. The Lessee must incorporate sustainable design and sustainable practices and principles to the maximum extent practical. Such practices must adhere to current Federal Departmental and BLM guidelines.

### Universal Design. The Lessee must incorporate universal design practices to the maximum extent practical.

## Facility Maintenance Standards

The standards described below relate to the maintenance of the real property throughout the term of the Lease. The facility maintenance standards as described in the Operating Plan and the associated facility standards attachments are associated with the janitorial and housekeeping requirements of maintaining the facilities to certain operating levels.

### Qualified Personnel. The Lessee must employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.

### Pastures. The Lessee will maintain all of its pasture allocation as need and use dictates, including the following:

#### The Lessee will work with local agricultural extension to develop a pasture management plan, which will be submitted to the BLM for approval.

#### The Lessee is responsible for pasture management to include dragging, re-seeding and/or fertilization if required and authorized by the BLM, and bush-hogging and cutting grasses throughout the season to maintain healthy height and density.

#### The Lessee will work with the BLM to devise a plan for eradicating invasive species such as blackberry bushes along fence lines.

#### The Lessee will maintain the trees within pastures and identify stressed/dying trees and report such to the BLM. The Lessee will remove any fallen trees as soon as possible for the portion of the fence line that runs along the wooded acreage owned by the BLM.

### Driveway, Front Entrance, and Secondary Roads. The Lessee will oversee the operation of the gate through weather events such as snow, wherein the gate could become compromised. The Lessee shall also be responsible for snow removal from the access road in from Gunston Road at the main Meadowood Recreation Area entrance, the parking area along the barn, and stables.

### Indoor and Outdoor Arenas.

#### The Lessee will drag the arenas no less than three times weekly, weather permitting, as use dictates, when required for safety, or as industry standard outlines, using its own tractor and staff.

#### The Lessee shall own, maintain, and repair all jumps used in the arenas.

#### The Lessee will water the arenas daily as weather permits and when needed to reduce dust to levels that ensure safety and health of horses, riders, and employees.

#### The Lessee will post signs for both arenas that say “Scoop your poop.”

### Fences. The Lessee is to maintain, repair and/or replace any broken fence rails surrounding the pasture area and is to keep fences clear of any and all weeds, vines, and other vegetation. The Lessee will repair any portion of the fencing surrounding the arenas if the Lessee’s users or horses damage such. The Lessee will plan and execute a painting schedule based on industry standards.

### Paddocks (A and B). The Lessee will mow, seed, and keep safe in condition both paddocks and the walkway area in between. The Lessee will post signs along the paddocks that say “Do Not Enter Paddocks and Do Not Feed Horses.”

### Barn Structure, Stalls, and Aisles.

#### The Lessee shall maintain and repair barn hardware, boards, and windows broken by staff, users, or animals in the Lessee’s care.

#### The Lessee will maintain all stalls and fix any stalls or mats as needed for animal welfare.

#### The Lessee will maintain barn aisles to reduce trip hazard in the aisleways of the barn.

#### The Lessee will do a monthly check and clear gutter and downspouts throughout the barn.

### Storage Spaces.

#### The Lessee will maintain and repair any damage caused to the hay shed by Lessee users or animals.

#### The Lessee will be responsible for sweeping, emptying trash, manure, horse shoes, and hoof material in the Farrier Shed and will provide mats and cross ties for use in the Farrier Shed.

#### The Lessee will be responsible for maintaining the sawdust storage area. Should the Lessee desire a different sawdust storage method, they must obtain BLM permission and pay for any necessary construction.

### Public Bathroom. The Lessee will maintain the public bathroom on a daily basis, including daily cleaning, purchasing and stocking of supplies, and minor repairs such as malfunctioning toilet flushing components and leaky faucets.

## Utilities

The BLM is responsible for contracting with independent suppliers to provide year-round electrical service, water, sewer, and propane utilities. The Lessee is responsible for contracting with independent suppliers to provide year round telephone and internet service.

### Electrical.

#### The Lessee will provide light bulbs for all new fluorescent light bulbs on the interior and exterior of the barn.

#### The Lessee will repair, replace, and maintain all spot/flood lights placed outside of the barn.

#### The Lessee will be responsible for repairing/replacing all outlet boxes and switch plates that are broken due to occupancy of the barn.

#### The Lessee will store, inventory, and replace all lightbulbs within the barn building.

### Plumbing.

#### The Lessee will maintain and repair all plumbing systems within and without the barn building to include above ground pipes the watering troughs, and dust abatements system. During the winter months, the Lessee will winterize the watering troughs by taking off floats and putting in plug.

#### The Lessee will maintain the wooden structure surrounding the solar watering tank as well as weed control in front of the panel.

#### The Lessee shall establish a Winterization Plan in partnership with the BLM to address the care of the plumbing system of the entire barn during the winter months.

#### The Lessee will maintain the indoor hot and cold wash racks including cleaning and minor plumbing repairs such as leaky fixtures and hoses.

#### The Lessee will continue to pay to have the wash rack septic system pumped annually.

### Fire Prevention Systems.

#### The Lessee shall report any malfunctions of the linear heat detection system to the BLM.

### Heating, Ventilation, and Air Conditioning (HVAC).

#### The Lessee will be responsible for maintaining the two small heaters on the premise (one is located in the office and one is located in the bathroom).

## Personal Property Repair/Replacement.

### General. The Lessee must maintain all Personal Property free of defects and according to industry standards for public use. The Lessee must maintain, service, and repair its appliances, machinery, and equipment, including parts, supplies, and related materials, per the manufacturer’s recommendations and replace them as necessary.

# BLM Responsibilities

The BLM will assist the Lessee in its maintenance program by executing the following responsibilities subject to the availability of funds.

## General

### The BLM has completed renovations of the Bureau Property and has warranties that exist on several elements. The BLM will consult with the Lessee so that both parties understand the term and items included under the construction warranties.

### The BLM is responsible for damages, waste, or neglect that can be attributed to other tenants of the property and their guests, and clients not under the control of the Lessee.

### The BLM may elect to terminate the Lease for convenience with 30-day calendar notice if it becomes aware of major structural deficiencies that need repair and that may develop into a safety concern for animals or personnel of the Lessee or BLM.

### The BLM is responsible for repair for all major components located below the ground.

### The BLM is responsible for repair of all structural elements of the Bureau Property Assets including: NEED TO INSERT.

### The BLM shall submit an annual repair plan on an annual basis to identify when or if repairs will be undertaken and a plan to accommodate of horses and equestrian activities during repairs. This plan does not eliminate the BLM opportunity to make emergency repairs.

## Facility Maintenance Standards

### Pastures

#### The BLM will maintain, repair, bush hog, and be responsible for the pastures that are not utilized by the Lessee’s animals.

#### If cross fencing of pastures is needed/required, the BLM will provide all fencing, fence posts, and machinery. Cross fencing plans shall be determined mutually between the BLM and the Lessee).

### Driveway, Front Entrance, and Secondary Roads.

#### The BLM shall maintain the driveway surface from Gunston Road to the barn and around the flagpole to include the public parking area. This maintenance includes asphalt repair and striping if needed.

#### The BLM shall repaired front entrance gate and update all security codes effective 08/01/2019.

#### The BLM shall mow the grass along the length of the driveway.

#### The BLM shall review daytime public use access at the driveway entrance realizing that there are at times no BLM or lessee staff there after 5pm 7 days a week.

#### The BLM shall provide signs which outline Public Access hours and more clearly indicate the activities occurring at the farm.

#### The BLM will monitor the wear of the roads behind the barn, at both gable ends, and up to the outdoor arena, and will repair as needed.

### Indoor and Outdoor Arenas.

#### The BLM shall provide the drag and footing material for the indoor and outdoor arenas including sand and/or rubber as needed over the course of the lease.

### Fences.

#### The BLM shall provide at least fifty 1”x16” solid oak fence boards and twenty half round solid oak fence posts annually, and shall provide all paint and reimburse the Lessee for labor charges associated with painting.

### Barn Structure, Stalls, and Aisles.

#### The BLM will maintain the integrity of the barn structure, including but not limited to the roof, barn doors, weight bearing beams, cross beams, sky lights, and the metal sheets compromising the roof and exterior of the building.

#### The BLM will provide rock and tamping machinery to raise and level stalls.

### Storage Spaces.

#### The BLM will maintain the integrity of the hay shed structure including the roof, doors, and electric power.

#### The BLM will maintain the structure of the farrier shed building including but not limited to footers, weight bearing beams, roofs, and metal exterior.

#### The BLM will provide another bay for heavy equipment owned and used by the Lessee.

#### The BLM will survey the grounds and determine areas that can be used for temporary storage structures, such as garden sheds.

#### If the Lessee determines that larger equipment storage space is needed, the BLM will do the required NEPA process as quickly as possible and at its own expense.

## Utilities

### Electrical.

#### The BLM will maintain and repair all electrical systems within and without the barn building to include wiring, panel box, breakers, shorts, defective equipment, and issues arising not caused by the occupancy of the barn by the Lessee.

#### The BLM will repair, replace, and maintain all spot/flood lights placed in the parking lot that are mounted 10’ or above off the ground.

### Plumbing.

#### The BLM will repair/replace any subterranean plumbing lines including but not limited to the indoor dust suppression system, plumbing lines, and pumps that operate the system.

#### The BLM will maintain the septic field and all lines associated with it.

### Fire Prevention Systems

#### The BLM will be responsible for all fire prevention and detection equipment along with the annual inspection of these systems.

#### The BLM shall ensure that all buildings on the Premises meet fire and safety codes and regulations.

### HVAC

#### The BLM will be responsible for maintenance of HVAC systems except for the two small space heaters located in the office and bathroom.

PART C – LESSEE ENVIRONMENTAL RESPONSIBILITIES

The following Lessee environmental responsibilities are specified for Maintenance. When in conflict, responsibilities described in Part B supersede those identified in this part.

# General

## Air Quality

### The Lessee must minimize impacts to air quality in Maintenance under this Lease through the use of appropriate control equipment and practices.

## Environmentally Preferable Products, Materials and Equipment

### The Lessee must use products, materials and equipment that are Environmentally Preferable where feasible in maintenance.

### The Lessee must use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

## Pest Management

### The Lessee must eradicate any pest infestation in personal or other property and in all Bureau Property, including infestation that requires fumigation/tenting for termites or other pests.

### The Lessee must obtain BLM approval to control pests utilizing chemicals or by other means. The Lessee must submit by January 15 of each calendar year a pesticide request form requesting approval of anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year.

## Solid Waste and Manure

### The Lessee must keep all Bureau Property free of litter, debris, and abandoned equipment, domestic animal waste vehicles, furniture, and fixtures.

### The Lessee will provide a dumpster for any trash generated by the barn facility, and removal of such trash and will locate Solid Waste containers conveniently and in sufficient quantity to handle the needs of its operations. These waste receptacles must be vermin-proof, clean, and covered with working lids.

### The Lessee will collect and dispose of Solid Waste on a scheduled frequency as necessary to prevent the accumulation of waste. The Lessee must not allow waste to accumulate in containers to the point of overflowing.

### The Lessee must store all manure and bedding waste materials in a covered container and remove it at least once monthly.

### Waste disposal and accumulated manure will be removed by the Lessee and disposed of properly outside of the assigned area.

## Solid Waste Source Reduction and Recycling

### The Lessee must work to minimize its use of disposable products in its operations. The Lessee must reuse materials where allowable under Applicable Laws. The Lessee must encourage employees to recycle when appropriate and must make recycling receptacles available to the public and Concession employees. The Lessee must remove all recyclables from the Area and transport them to an authorized recycling center.

## Water and Energy Efficiency

### The Lessee must consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures as appropriate.

### Where feasible, the Lessee must replace incandescent light fixtures with energy conserving fixtures.

### As new technologies are developed, the Lessee must assess these opportunities and integrate them into existing operations where feasible and when there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

## Wastewater

### The Lessee must minimize impacts to water quality in maintenance under this Lease through the use of appropriate control equipment and practices.

### The Lessee must minimize the storage of equipment and materials in the Bureau Property in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

PART D – LESSEE REPORTING RESPONSIBILITIES

# General

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

| **Report or Plan** | **Schedule** | **Due Date** |
| --- | --- | --- |
| Part A – Multiyear Maintenance Fund Plan |  |  |
| Part A – Maintenance Fund Status Reports |  |  |
| Part A - Personal Property Report |  |  |
| Part C – Pesticide Use Report |  |  |