

The notice of appeal must give the serial number or other identification of the case and may include a statement of reasons for the appeal, a statement of standing if required by § 4.412(b), and any arguments the appellant wishes to make. Attached Form 1842-1 provides additional information regarding filing an appeal.

No extension of time will be granted for filing a notice of appeal. If a notice of appeal is filed after the grace period provided in §4.401(a), the notice of appeal will not be considered and the case will be closed by the officer from whose decision the appeal is taken. If the appeal is filed during the grace period provided in §4.401(a) and the delay in filing is not waived, as provided in that section, the notice of appeal will not be considered and the appeal will be dismissed by the Board.

The appellant shall serve a copy of the notice of appeal and any statements of reason, written arguments, or briefs under §4.413 on each adverse party named in the decision from which the appeal is taken and on the Office of the Solicitor, Pacific Southwest Regional Solicitor, U.S. Department of the Interior, 2800 Cottage Way, Room E-2753, Sacramento, California 95825-1890. Service must be accompanied by personally serving a copy to the party or by sending the document by registered or certified mail, return receipt requested, to the address of record in the bureau, no later than 15 days after filing the document.

In addition, within thirty (30) days of receipt of this decision you have the right to file a petition for a stay together with your appeal in accordance with the regulations at 43 CFR 4.21. The petition must be served upon the same parties specified above.

Pursuant to 43 CFR 4.471(c), a petition for stay, if filed, must show sufficient justification based on the following standards:

- 1) The relative harm to the parties if the stay is granted or denied;
- 2) The likelihood of the appellant's success on the merits;
- 3) The likelihood of immediate and irreparable harm if the stay is not granted; and,
- 4) Whether the public interest favors granting the stay.

43 CFR 4.471 (d) provides that the appellant requesting a stay bears the burden of proof to demonstrate that a stay should be granted.

At the conclusion of any document that a party must serve, the party or its representative must sign a written statement certifying that service has been or will be made in accordance with the applicable rules and specifying the date and manner of such service (43 CFR 4.422(c)(2)).

Questions regarding an appeal or stay may be directed to Cory Roegner, Project Lead, at (775) 623-1770 or by e-mail to [croegner@blm.gov](mailto:croegner@blm.gov).

Sincerely,



Gene Seidlitz  
District Manager  
Winnemucca District

Enclosure



**BURNING MAN 2012**  
**SPECIAL RECREATION PERMIT STIPULATIONS**



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## **PERMIT ADMINISTRATION**

**In addition to the 13 general terms and conditions listed on the back of the Special Recreation Permit Form 2930-2, the following Special Stipulations apply to the 2012 Burning Man Event.**

### **GENERAL**

1. The maximum authorized population (also referred to as the population cap) at any point in time during the event is 60,900 participants (as per the definition of “participant” in the EA). Black Rock City, LLC (BRC) is required to keep the maximum population of the event from exceeding this population cap. Consequences to BRC for exceeding the population cap may include, but are not limited to, a Finding of Non-compliance; suspension or cancellation of this permit per 43 C.F.R. § 2932.56; a monetary or other penalty per 43 C.F.R. § 2932.57; denial of subsequent application(s) for a SRP per 43 C.F.R. § 2932.26; and/or imposition of additional terms and conditions in subsequent years’ permits (if granted) that are designed to keep the event population within the maximum authorized population, consistent with 43 C.F.R. §§ 2932.26, 2932.41. Such terms and conditions may include, but are not limited to, reducing any following year’s maximum authorized population in an amount equal or otherwise proportionate to the prior year’s population exceedance. The Bureau of Land Management (BLM) also reserves the right to assess additional cost recovery for any costs the BLM incurs as a result of any population exceedances, per 43 C.F.R. § 2932.31.
2. If during the event it appears that the number of participants is likely to exceed the maximum authorized population level of 60,900 participants, then BRC must promptly notify the BLM of the projected event population and provide detailed contingency plans for how to handle the additional participants. BLM’s acceptance of the contingency plan does not constitute approval for BRC to exceed the population cap under special stipulation number one, nor does it constitute any form of cure for noncompliance with special stipulation number one. The purpose of this special stipulation number two is to ensure that procedures are in place and will be followed by BRC to address the safety of additional visitors, should noncompliance with special stipulation number one occur.
3. During the period of site occupancy (August 6<sup>th</sup> through September 17<sup>th</sup>), BRC shall provide the BLM with the number of participants within the event site at noon each day according to an agreed upon reporting standard with the BLM. For historical purposes and press inquiries, BRC shall also provide the BLM with the recorded maximum population for the entire event. The BLM can request population data any time during the event. BRC shall also provide the BLM with detailed information of the number of staff and participants on the event site for the August 6<sup>th</sup> through September 17<sup>th</sup> period within 60 days after the event. This information shall include daily counts for the non-event period.
4. These stipulations incorporate, by reference, information included in the 2012 Burning Man Operating Plan. If there is a conflict between the Operating Plan and the stipulations attached to the permit, the stipulations shall control. BRC shall provide a copy of its latest version of the Operating Plan to the BLM before the permit for the 2012 event will be issued.
5. The location of the 2012 Burning Man Event Area is limited to the public closure area, with ingress and egress from the 8-Mile or Event playa entrance. The specific location of the event

site will be identified and requested by BRC and approved by the BLM prior to the commencement of event setup.

6. The event would last 192 hours (8 days) starting no earlier than 12 PM on the Sunday that falls eight days before Labor Day and ending no later than 11:59 PM on Labor Day. For 2012, the event would officially commence at 6:00 PM on August 26<sup>th</sup>, the Sunday before Labor Day, and would end at 6:00 PM on Monday September 3<sup>rd</sup>, Labor Day. Pre-event surveys and site layout (including use of the communications tower) can begin on Monday, July 30, 2012. Site occupancy including construction of facilities and structures may occur no earlier than 21 days prior to the event, Monday, August 6, 2012. Takedown and removal of all above ground material (items that could pose a hazard to other playa users) will be completed no later than 14 days after the event, Monday, September 17, 2012, with the exception of the communications tower, which can remain on-playa through the cleanup period for safety purposes. The final phase of cleanup and restoration will be completed no later than thirty days after the event, Wednesday, October 3, 2012. Minor adjustments to post event cleanup deadlines may be granted by the authorizing officer due to unforeseen weather conditions.
7. Upon advance notice to the permittee, the BLM reserves the right to alter the terms, conditions, and stipulations of the permit for significant changes in BLM policy or administrative procedure, to prevent use conflicts, prevent resource damage, or protect public safety as provided in 43 CFR 2932.56.
8. The permittee shall post a copy of the Special Recreation Permit (Form 2930-1); these permit stipulations and the Federal Register Closure and Restriction Orders in prominent view at Center Camp Playa Info where cooperators and participants have an opportunity to read them. Additionally the documents referenced above shall also be available for participants and staff on the Burning Man website within 15 days of the permit being issued.
9. Except as otherwise noted in special stipulation number one, violation of the permit terms, conditions and stipulations may be subject to penalties prescribed in 43 CFR 2930. Additionally, such violations may result in permit revocation, suspension, or probation. Violations may also be cause for the BLM to deny approval of a subsequent Permit or Operating Authorization (43 CFR Part 2932).
10. BRC shall make a member of its Board, or an authorized representative, available to BLM 24 hours a day, seven days a week during the event. This Board member or authorized representative must be authorized to represent and act on BRC's behalf to coordinate as needed with BLM, law enforcement and other event cooperators on issues requiring action.
11. BRC personnel shall meet with BLM staff and representatives from the various cooperators daily at 3:15 p.m. during the event period and at such other times and places as needed. At these meetings BRC shall provide daily attendance figures (as required in stipulation number one) and exchange other information necessary to allow all parties to effectively administer and assess daily the event.
12. Commercial activities are prohibited within BRC, unless specifically authorized in advance by the BLM and BRC. BRC will inform BLM representatives of unauthorized commercial operations discovered at the event and the corrective actions being implemented within a reasonable time of learning about the activities. This includes but is not limited to

commercial film production, photography, food services or other independent commercial ventures not affiliated with BRC.

13. BRC shall cooperate with the BLM or other law enforcement agencies in evaluating any request to remove individuals from the event as provided in 43 CFR 2932.57(a)7. At the request of a designated official of the BLM, BRC shall conduct a prompt, independent evaluation of eviction requests.
14. BRC shall comply with all applicable supplemental regulations as promulgated in the Closure Orders published in the Federal Register prior to the 2012 event.
15.
  - a. All participants and support staff will be informed that collection, excavation or vandalism of historical and archaeological artifacts or sites is illegal on public land. The BLM shall be notified immediately upon discovery of archaeological artifacts (objects greater than 50 years old) or human remains.
  - b. BRC shall comply with 43 CFR 7.18 and shall not make available to the public any information concerning the nature and location of any archaeological resource.
  - c. Should BRC discover an archaeological resource it must stop all activities in the discovery vicinity and protect the site until event completion or until notified otherwise by the authorized officer.
16. BRC will provide the appropriate identification to authorized personnel (i.e. staff ID, decals, designated camping areas, etc.) and will inform the BLM of the nature and appearance of such identification prior to the event.
17. BRC shall ensure there are adequate numbers of toilets and that there is suitable placement of toilets as needed throughout Black Rock City according to BRC's Operation Plan. Due to the increase in population anticipated in this Environmental Analysis, additional portable toilets should be supplied at areas likely to be used after dark and their lighting should be increased. BRC shall ensure the toilets are lit and visible from the Art area during nighttime activities. BRC shall continue to educate the event participants regarding the importance of appropriate disposal of human waste.
18. Prior to release of information regarding the 2012 Burning Man event, BRC shall include a page on the Burning Man website that specifies the appropriate disposal of human waste for participants using personal portable toilets and provides information regarding the risks to human health of improperly disposed of human wastes. BRC shall inform the event participants on the legal ramifications to the individual and to the applicant of inappropriately disposed human waste including the possible revocation of permits, see NAC 444.5466 Disposal of sewage; plumbing (for Camping) and NAC 444.5492 (regarding provision of toilet facilities for mass gatherings).
19. No more than 1,000 vehicles per hour shall be released from Black Rock City during the exodus period to avoid deterioration of the external roadway system to an unacceptable level of service (LOS E or F) (Note: Transportation engineers and planners commonly use the term level of service (LOS) to measure and describe the operational status of a roadway network. The Nevada Department of Transportation (NDOT) strives to maintain LOS D or better on all of its roadways. LOS levels E and F are considered unacceptable by NDOT).



20. Speed limit trailers shall be installed in Gerlach, Empire, and Nixon to encourage drivers to maintain the legal speed limit. Speed limit trailers act as a traffic calming device by displaying a driver's speed as they pass by the trailer.
21. Flaggers shall be used at the intersection of SR-447 and SR-446 to allow left-hand turns within the Pyramid Lake Paiute Reservation.

## **COORDINATION**

22. Meetings required with affected parties:
  - a. The permittee shall confer with the following entities prior to the event to address local issues and concerns: Washoe County Sheriff's Office, NDOT, Federal Aviation Administration, Washoe County Public Works, Humboldt County Roads Department and the Gerlach Volunteer Fire Department.
  - b. A representative from BRC will meet with representatives from the BLM prior to the event to coordinate logistics for operation of the communication compound.
  - c. BRC shall meet with the Pyramid Lake Paiute Tribe to address concerns and impacts to Tribal reservation resources anticipated from the Burning Man event.
23. BRC shall complete formal agreements with all affected parties e.g. Pershing County Sheriff's Department, Washoe County Sheriff's Department, Nevada Department of Public Safety-Investigations Division, Nevada Highway Patrol, and Nevada Department of Health and Human Safety for the purpose of addressing concerns and impacts associated with social services e.g. law enforcement and emergency medical services and physical infrastructure e.g. transportation systems and human waste disposal. Written evidence of these agreements showing compliance with this stipulation must be provided to the BLM by BRC 30 days prior to the start of the event.
24. As described in the 2012 Operating Plan, BRC shall develop procedures and plans for toilets, sanitation, emergency medical facilities and services, fire protection, security, participant camping, traffic, access and parking control, illumination, water supply, food supply, communication services and safety for the event.
25. BRC will develop and implement a plan to address exposing minors to adult activities at the event. The plan should include measures such as educating and requiring parents/guardians to supervise their children, zoning the city, and making every effort to educate adult related theme camps about the need for having a gatekeeper during hours when the camp might not be suitable for minors. BRC will make a diligent effort to enforce actions identified in the plan. A copy of the plan shall be provided to the BLM and the Pershing County Sheriffs' Department within 10 days of the issuance of the permit.
26. BRC LLC shall allow any tow truck, licensed to operate in the State of Nevada, access to the event for the purpose of removing vehicles in need of repair, and/or to carry out minor repairs to allow inoperable vehicles to be driven away from the event. Such minor repairs include replacing hoses and drive belts, or the repair or replacement of tires. Within 10 days of the issuance of the permit, BRC LLC shall contact local tow companies known to respond to this event, including those in Gerlach, and Fernley, Nevada, and advise them of the process to enter the event without delay in order to respond to calls for service.



27. BRC shall develop and cooperate in the implementation of contingency plans for operations of critical health and safety services under adverse conditions, including those that could cause cancellation or temporary suspension of the event. Causes could include adverse weather, natural or human caused disaster, or social unrest. This effort shall apply to participants within the event area and en route to and leaving the event.
- a. Prior to the event
    - i. Emergency information shall be disseminated to participants by the Burning Man Website, and the Burning Man Survival Guide, and, if appropriate, other media.
  - b. During the Event
    - i. Should event cancellation be necessary, critical health and safety systems must be as operational as reasonably possible during the duration of any temporary suspension or until participants are able to leave the event site and the Gerlach/Empire area.
    - ii. BRC and the BLM will monitor forecast weather conditions. If weather forecasts suggest a high probability of adverse weather conditions that may result in disruptions to the event, both parties in conjunction with other appropriate agencies and cooperators will develop appropriate strategies and actions to deal with potential impacts on participants. In the event of natural disaster or civil unrest appropriate strategies and actions will be initiated immediately after any disaster or unrest occurs.
    - iii. BRC shall cooperate with the BLM and county law enforcement to warn participants headed into the event of event closure or other restrictions.
    - iv. BRC shall provide participants with current and projected conditions, allowed and prohibited actions deemed necessary for public health and safety as well as protection of the environment, and other appropriate public service announcements via BMIR, flyers, or loud speaker broadcasts as needed.
    - v. If event termination is required, appropriate time frame would be established by the BLM Incident Command in consultation with BRC and other cooperators to facilitate safe removal of people and property.
28. In cooperation with emergency services providers and law enforcement agencies, appropriate parties or their designated representatives shall, within a reasonable time after learning of them, notify each other of all accidents related to the event that occur before, during, and after the event, that result in death or personal injury requiring hospitalization. Accident reports involving death or injury will be coordinated with the Pershing County Sheriff's Office and the BLM.
29. The medical contractor shall report daily to the BLM and Pershing County (during the daily 3:15 agency meetings), providing a numerical breakdown of patient categories and transports, including a breakdown of reasons for transport; and no later than 60 days after the event shall provide a written final statistical report of such medical cases to the BLM.
30. Within 12 hours upon learning of any incident that occurs before, during or after the event that could possibly result in a liability claim, BRC shall confer with the BLM and as deemed necessary by either party, will submit a written incident report to the BLM.
31. BRC shall provide a minimum of two structural/brush-type fire engines, National Wildfire Coordinating Group (NWCG) type 3-6. Engines and staff must meet NWCG or NWSA (National Wildfire Suppression Association) standards for personnel and equipment. These fire engines will be strategically placed within BRC as determined necessary by the BRC fire contractor.

32. BRC shall provide a minimum of two post-event roadside crews to clean up litter and debris along the roads and highways surrounding the event with a focus on County Road 34 from the "8-Mile" entrance to State Road (SR) 447, SR 447 from the intersection with County Road 34 to Wadsworth, from Gerlach to the California state line, and SR 446 from Nixon to SR 445 near Sutcliffe. Weather, traffic and other safety concerns permitting, BRC will begin this cleanup effort on Wednesday post-event, and complete the effort by September 30, 2012. BRC representatives will also meet and confer with local entities that have reported concerns about event participants leaving trash, and BRC will work to mitigate these issues in order to prevent a reoccurrence of complaints, and to promote Leave No Trace ethics outside of the event.
33. In order to quantify and assess how much oil might be deposited on the playa during the event, BRC shall fund and conduct an oil drip survey during 2012. BRC shall fund and conduct an additional oil drip survey during at least one additional year between 2013 and 2016, in the event that a permit or permits are granted for any of the years 2013-2016. The oil drip survey shall include a scientifically valid methodology for sampling collection, verifiable results, discussion regarding the results, as well as actions to reduce the amount of hydrocarbon waste (i.e., oil) if it is shown to be increasing at the playa. The study design (methodology) shall be coordinated with the BLM Hazardous Materials Specialist and approved by the BLM Authorized Officer prior to implementation. Personnel conducting the study shall be approved by the BLM Authorized Officer prior to study implementation. The applicant shall be responsible for costs associated with the monitoring program and any potential operational changes that may be necessary (as determined by the BLM) as indicated by the research results.
34. BRC shall coordinate with NDOT and the Freeway Service Patrol to ensure that debris removal is conducted according to NDOT standards and protocols. Off-site clean-up will occur after the event to gather trash discarded during the entire event period. BRC shall make a best-faith effort to collect all trash that can be safely collected and will notify and coordinate with the appropriate agencies for any remaining items in accordance with all NDOT encroachments permits. Clean-up staff should wear appropriate safety vests and hats and drive vehicles with flashing lights to ensure safety during trash collection.
35. In addition to patrolling SR-446 and SR-447 for event-related trash, BRC shall coordinate with NDOT to compile a list of any other roadways or rest areas that need to be cleared of event-related trash. Additionally, BRC shall coordinate with Washoe County to patrol County Road 34 and Jackson Lane from the event site to the "Black Rock City Work Ranch" in the Hualapai Valley, approximately 10 miles north of the event site.
36. BRC's Traffic Management Plan shall be expanded to include more detail on ingress and egress. This plan will be approved by the authorized officer or the authorized officer's agent.
37. Prior to the event, BRC shall coordinate with NDOT regarding the type of traffic control devices to be used in accordance with NDOT requirements.
38. BRC shall cooperate with Washoe County Sheriff's Office and NDOT to install temporary speed limit reductions through the town of Empire. A maximum speed limit of 25 mph is recommended. A reduced speed limit would improve the safety of parking along SR-447 through Empire and pedestrians crossing the roadway.

39. A copy of all necessary permits for encroachment within Tribal, NDOT, and county right-of-ways for temporary traffic control measures (i.e. speed limit trailers, etc.) shall be provided to the BLM and to appropriate agencies/jurisdictions by BRC 30 days prior to the start of the event.
40. BRC shall provide traffic control, using traffic control devices as determined by NDOT, at County Road 34 entrances/exits to the Burning Man event, the "Y" intersection of SR-447/County Road 34, and in the towns of Gerlach and Empire during heavy traffic periods.
41. To reduce impacts to the Pyramid Lake Paiute reservation located along the access routes, BRC shall coordinate with the Pyramid Lake Paiute Tribe. BRC shall work with the Environmental Coordinator of the Pyramid Lake Tribe in developing the applicant's plan to increase public awareness and educational campaigns about Leave No Trace® on tribal land, including for example, signage on roads, Public Service Announcements on BMIR, blog-posts, etc. Also, BRC shall continue to support and promote tribal enterprises that are setup to collect participant trash and recycling for a fee, which also helps with economic benefits of the Region.
42. BRC and the Pyramid Lake Paiute Tribe shall agree to enter into a formal agreement that covers arrangements for traffic control devices. A draft agreement should be submitted to the BLM prior to a decision being made.
43. Traffic flow monitoring shall occur at the intersection of SR-427 and SR-447. (This topic came up during the course of Native American consultation and NDOT discussions. BRC should confer with NDOT on implementation of this special stipulation).

## ***FEE SCHEDULE***

### **44. Commercial Use Fees**

The BLM shall collect a fee from BRC for the use of public lands for the event. The fee, as set by regulation 43 CFR 2930, will be equal to 3% of the adjusted gross income derived from the use authorized under the SRP. Payment equal to at least 25% of the estimated commercial use fees (3% of estimated gross receipts) must be received prior to the start of the event.

Determination of gross income will be based on the following:

- a. Ticket Sales
- b. Coffee and Ice Sales
- c. Other private donations received by BRC for management of the event on public lands.

The following schedule for payments will be used:

Payment	Due Date	Amount Due
#1	10 days after permit is issued by the BLM	25% of estimated commercial use fees
#2	January 31 <sup>st</sup> , 2013	The remaining balance of commercial use fees

**45. Cost Recovery Payment**

Black Rock City LLC is responsible for payment of the actual costs of administering the Special Recreation Permit, including all direct and indirect costs, in addition to the commercial use fees. In order to initiate BLM planning for the event, a payment of \$10,000 was received in February 2012. A Cost Recovery Agreement must be in place within 10 days of the issuance of the permit. 100% of the cost recovery fee estimate shall be received prior to the start of the event as provided for in the Cost Recovery Agreement.

**COMPLIANCE INSPECTIONS**

46. BRC operation and compliance with the terms, conditions and stipulations of the permit will be evaluated through performance inspections before, during and following the event.

47. BRC shall make personnel available immediately after the end of the post-event cleanup period and, if deemed appropriate by the BLM, during the spring following the event, to inspect the site with the BLM to determine any latent adverse impacts, such as pit depressions, bumps, depressions from roadways, ruts from vehicular traffic, or surfacing buried materials, to ensure that the site is in pre-event condition.

48. Inspections of the event site in the fall after the event, will be coordinated by the BLM using randomly placed transects on the site and a measurable cleaning standard. The inspecting party will intensively collect debris found on the ground within each transect. A follow-up spring inspection will be conducted only when deemed necessary by the BLM. Post-Event Cleanup Standard: The average total surface area of debris collected from either the fall or spring transects will not exceed the equivalent of 1 square foot per acre from any inspection area.

49. An extension for the completion of the cleanup will be considered if weather or some other catastrophic event interferes with access to the site for cleanup purposes. The permittee shall make a written request to the authorized officer immediately upon such an occurrence.

50. If cleanup studies indicate the cleanup standard has been or is likely to be exceeded, the permit will be suspended until the site has been cleaned up to a level not to exceed 50% of the standard and the operations plan includes reasonable measures to assure that the cleanup standard will not be exceeded during the life of the permit.

**PERMITTEE ACCEPTANCE**

I have read the special stipulations and certify that all event related operations shall be conducted in accordance with the above listed stipulations as well as the 16 terms and conditions listed on the back of the permit form 2930-1 and applicable items in the Closure Orders published in the Federal Register. I understand that a violation of any term, condition, or stipulation may result in the cancellation of the Special Recreation Permit authorization. I acknowledge that this authorization may be amended only in writing by the authorized BLM officer.

Permittee Signature

\_\_\_\_\_  
Authorized Officer BRC

\_\_\_\_\_  
Date