

EXHIBIT D

Draft Maintenance Plan

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MAINTENANCE PLAN INTRODUCTION

This Maintenance Plan between Insert Lessee Name (hereinafter referred to as the "Lessee") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Lessee and the Service with regard to those lands and facilities within Fort Washington Marina, Piscataway Park, (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 to satisfy the Lessee's Maintenance obligations under the terms of the Lease.

This plan will remain in effect until superseded or amended. The Superintendent may review this plan annually in consultation with the Lessee and revise as determined necessary by the Superintendent 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

1) General Lease Facilities Standards

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

2) Definitions

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

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, ancillary infrastructure (such as HVAC equipment, roofing, windows, doors, etc.), or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Component – A portion of an Asset or system.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal 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 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.

Lease Facilities - are all Area lands and real property improvements assigned to 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.

Facility Operations – Operational actions performed by the Lessee on a recurring basis that meet daily operational needs of Lease Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping.

Maintenance – The maintenance of Lease Facilities 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.

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 recur 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.

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

3) Lessee Responsibilities

A) In General

- (1) The Lessee must ensure all personnel conducting Maintenance have the appropriate skills, experience, licenses and certifications to conduct such work.
- (2) The Lessee, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.

- (3) 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 Service.
- (4) The Lessee must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- (5) The Lessee must not construct or install real property improvements.

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (2) The Lessee must submit any proposed Maintenance actions that require review under these procedures to the Service in the format required by the Service.
- (3) The Lessee may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will assist the Lessee on proper process and procedure.

4) Lessee Inspections

The Lessee must conduct annual inspections of Lease Facilities to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

A) Inspections

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

B) Evaluation of Lessee Maintenance

The Service will provide the Lessee with an annual evaluation of Lease Facilities. The evaluation will be provided to the Lessee as a record of Lease Facilities condition

documenting the Lessee's compliance with its obligation to perform all necessary Maintenance.

5) Service Responsibilities

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

PART B – AREA SPECIFIC RESPONSIBILITIES

1) General Lessee Responsibilities

A) General

- (1) *Deficiencies*. The Lessee must correct any deficiencies on a timely basis to achieve the goals described in the Lease.
- (2) *Exterior*. The Lessee must maintain the structural and architectural integrity of Lease Facilities, including performing the following activities:
 - (a) Inspect roofs to ensure that roofing materials are intact and free of deterioration that may affect structural quality and protection of the building envelope, and that adjacent vegetation or overhanging tree limbs are not in contact with the roof or building.
 - (b) Inspect and maintain gutters, downspouts and roof drains in good repair and working condition to ensure that they are fully operational.
 - (c) Inspect and maintain doors, windows and screens to prevent moisture from causing deterioration of materials or structural damage to the building.
 - (d) Inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material.
 - (e) Inspect and maintain structural ventilation to ensure proper air circulation and to exclude wildlife.
 - (f) Inspect and maintain foundations and exterior walls to ensure they are structurally sound and to prevent settlement, deterioration, or displacement.
- (3) *Interior*. The Lessee must maintain, repair, clean and properly illuminate all interior spaces, as appropriate to each service.
 - (a) The Lessee must replace incandescent lights with energy conserving fluorescent lights and incandescent exit lights with light emitting diode (LED) lights. Where feasible, the Lessee must use photo and motion sensors for lighting systems.
- (4) *Painting*. The Lessee must paint exteriors every five years and interiors every seven years unless required more frequently per the manufacturer's recommendation or based on appearance.
 - (a) The Lessee must utilize reprocessed, low volatile organic content (VOC)

latex paints.

- (b) The Lessee must obtain prior written Service approval to use oil-based paints.
- (c) *Signs* The Lessee must provide, maintain, and replace all interior and exterior signs relating to its operations and services within its Lease Facilities. Examples are signs identifying areas, operating hours, and services.
- (d) The Lessee must prepare its signs consistent with Service design guidelines and standards, including but not limited to, Directors Order 52C, Park Signs.
- (e) The Lessee must obtain written Service approval prior to any additional sign installation.
- (f) The Lessee must replace any defaced, damaged, or missing sign within seven days. If the sign addresses a life safety issue, the Lessee must replace it immediately with a professional looking temporary sign. The Lessee must obtain Service written approval to use a handwritten sign.

(5) *Grounds*

- (a) The Lessee maintains all grounds within Lease Facilities.
- (b) The Lessee must obtain Service written approval for any landscaping changes.
- (c) The Lessee must remove accumulated vegetation debris from the Area. The Lessee must obtain Service written approval to recycle natural debris by alternative methods, such as composting for use in approved landscape areas.
- (d) The Lessee must obtain Service written approval prior to using chemicals, including but not limited to, fertilizers, pesticides, and herbicides.
- (e) The Lessee must screen the maintenance area and maintain it in a neat and orderly condition.
- (f) The Lessee must work with the Service to identify resource-related problems within Lease Facilities and ensure that necessary work is accomplished.

(6) *Roads, Trails, Parking Areas, and Walkways*

- (a) The Lessee must maintain all roads, parking areas and walkways within Lease Facilities.
- (b) The Lessee must maintain lighting systems that provide adequate levels of lighting for safe nighttime walking and protect night sky.

(7) *Heating, Ventilating and Air Conditioning Units*

- (a) The Lessee must clean, maintain, operate and inspect HVAC equipment in accordance with manufacturer's instructions.
- (b) The Lessee must install new units in accordance with manufacturers requirements and design to minimize energy consumption.
- (c) The Lessee must keep areas adjacent to heating, ventilation, and air conditioning units free of litter, dirt accumulation and storage.

(8) *Fire Detection and Protection Systems*

- (a) The Lessee must maintain fire detection, alarms, sprinkler systems, fire escapes, exits and emergency lighting.
- (b) The Lessee must maintain fire detection, alarms, sprinkler systems, fire escapes, exits and emergency lighting in full operating condition at all times.
- (c) The Lessee must use a qualified fire safety inspector to inspect all fire detection and suppression equipment.
- (d) The Lessee must post a fire or emergency exit plan in each building showing escape routes and emergency exits.
- (e) The Lessee must obtain Service written approval for new fire escape installations and changes to emergency exit hardware and signs.
- (f) The Lessee must retain inspection records and make available to the Service during the term of the Lease.

(9) *Utilities*

(a) Electrical.

- i) The Lessee must maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within Lease Facilities.
- ii) The Lessee must repair or replace all electrical system damage within Lease Facilities and damage occurring beyond Lease Facilities that result from actions of the Lessee, its employees, or agents.
- i) The Lessee must obtain Service written approval for changes to the utility system.

(b) Water

- i) The Lessee must operate, maintain, and repair all water system infrastructure and building plumbing systems within Lease Facilities.
- iii) The Lessee must repair or replace any water system damage within Lease Facilities and damage occurring beyond Lease Facilities that results from actions of the Lessee, its employees or agents.
- iv) The Lessee must ensure its backflow prevention and cross-connection control program is in accordance with the most current version of the Area's Guidelines for the Control of Backflow and Cross-Connections. The Lessee must submit the plan to the Service upon request.

(c) Natural and Liquefied Petroleum Gas and Propane Systems

- i) The Lessee must maintain all liquid petroleum gas ("LPG") and propane systems within Lease Facilities. This includes, but is not limited to, tanks, valves, regulators, and piping.
- ii) The Lessee must submit proposals and obtain Service written approval for placement of additional tanks prior to installation. A licensed LPG installer must perform all installations.
- v) The Lessee must engage a certified independent inspector to conduct and document semi-annual inspections of its gas storage and distribution

systems. The initial inspection must occur within 60 days of the Lease effective date. Service representatives must be notified in advance of all inspections.

2) Specific Lessee Responsibilities

A) Marina Services

- (1) *General.* The Lessee must repair, maintain, or replace assigned water, sewer, and electrical distribution systems.
- (2) *Operations*
 - (a) The Lessee must maintain appropriate lighting on the marina.
 - (b) The Lessee must remove debris, damaged property, and loose flotation material from the marina area, including the removal of debris from the lake bottom within its assigned areas.
 - (c) The Lessee must install and maintain threaded water faucets and backflow prevention equipment at wet slips.
 - (d) The Lessee must operate and maintain the dock security system. The Lessee must obtain Service written approval for changes or replacement of the security system.
 - (e) The Lessee must maintain the dry boat storage area free of litter, garbage, pet wastes, and growing vegetation.
 - (f) The Lessee must protect the Area's resources when painting is to be completed on the marina docks, this includes but is not limited to:
 - i) Preventing any overspray or spillage from entering Piscataway Creek or any other waterway,
 - vi) Containing, collecting, and removing all solid debris and sanding or sand blasting residue resulting from surface preparation.
 - (g) The Lessee is responsible for maintaining water depth in the marina to facilitate vessel use.
- (3) *Sewer, Sewage Pump-out, and Haul-out Stations*
 - (a) The Lessee must maintain and repair all sewage lines, lift stations, connections, disposal systems, pumps, pump chambers and appurtenances within Lease Facilities to the sewer collection main, service manhole, or service lift station wet well. The Lessee must maintain sewage pump-out equipment, lines, and lift station sand operate at the highest practical efficiency at all times to prevent sewage from entering Piscataway Creek.
 - (b) The Lessee must maintain and operate the haul-out station within Lease Facilities per marine industry best management practices or regulatory agency requirements, including secondary containment when required.
 - (c) The Lessee must maintain, repair, and replace grease interceptors and oil/water separators attached to the sewage disposal system. The Lessee

must maintain appropriate documentation and provide to the Service upon request.

- (d) The Lessee must obtain written approval from the Service prior to tapping any sewer mains.
- (e) The Lessee must repair any damage to the sewage collection/disposal system within Lease Facilities and damage occurring beyond Lease Facilities that results from the actions of the Lessee, its employees, agents, or Lessors.
- (f) The Lessee must clear stoppages/blockages and repair damages within Lease Facilities caused by stoppages/blockages.
- (g) The Lessee must record flow meter readings and file per state regulations and Applicable Laws. The Lessee must provide a copy to the Service upon request.

B) Water Based Fuel Dock

(1) Dispenser Maintenance

- (a) The Lessee must inspect, repair, maintain, or replace the fuel dispensers.
- (h) The Lessee must maintain containment systems and protection barriers for all water based fueling systems and electronic leak detection monitoring systems to protect employees, visitors, and the environment.
- (i) The Lessee must maintain, inspect and document all dispensing systems, including nozzles and hose to ensure they are in proper working order to minimize gasoline vapor losses. The Lessee must repair Deficiencies immediately.
- (j) The Lessee must maintain all equipment listed as necessary in the SPCC plan keep on-site.
- (k) The Lessee must maintain fire extinguishing equipment and appurtenances in full compliance with NFPA codes requirements.
- (l) The Lessee must remove automatic shut-off valves from all dispensers and a fuel attendant must manually perform all water-based fueling operations. The Lessee must install breakaway devices for the marina fuel dock dispensers.

(2) Fuel Storage Tanks

- (a) The Lessee must inspect, operate and maintain the tank system.
- (b) The Lessee must maintain records and submit them to the Service upon request.

(3) Commercial Fuel Deliveries. The Lessee must adhere to the following fuel delivery procedures:

- (a) The Lessee must keep fill ports locked at all times except when filling tanks.
- (m) The fuel vendor must contact the Lessee for access to the fill port.
- (n) The Lessee must verify fuel vendor's license/bond/insurance before fueling begins.

- (o) The Lessee must verify the quantity of fuel through tank records before dispensing can begin.
- (p) The fuel vendor representative must contact the Lessee upon completion before leaving the area.
- (q) The Lessee must ensure the fill port is locked and that no spills have occurred.
- (r) The Lessee must notify immediately those entities identified in the Operating Plan in the event of a spill.

C) Non-motorized Vessel Rental

(1) *General*

- (a) The Lessee must maintain all of its vessels in strict conformity to manufacturers' specifications.
- (b) The Lessee must ensure that all rental vessels are inspected in accordance with U.S. Coast Guard requirements.

- (2) *Safety Inspection & Quality Control.* The Lessee must implement and conduct a safety inspection and quality control program for all vessels using marine industry Best Management Practices (marinaassociation.org/government/clean-marina) and US Coast Guard regulations and standards.

3) Service Responsibilities

The Service assumes no responsibility for Facility Operations or Maintenance, except as stated below.

- A) Signs** The Service maintains all Service regulatory, traffic control, or informational signs that serve the interest of the Area. Examples include information signs along roadways, directional signs along trails, and interpretive signing.

PART C – LESSEE ENVIRONMENTAL RESPONSIBILITIES

The following Lessee environmental responsibilities are specified for Maintenance. Park-required Lessee responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

1) General

The Lessee must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles and incorporates best management practices. Feasible means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

A) Air Quality

- (1) The Lessee must minimize impacts to air quality in Maintenance under this Lease using appropriate control equipment and practices.
- (2) The Lessee must use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel).

- (3) The Lessee must obtain Service approval to use halon fire suppression systems.

B) Hazardous Substances

- (1) The Lessee must minimize the use of Hazardous Substances for Maintenance purposes under this Lease where feasible.
- (2) The Lessee must provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment.
- (3) The Lessee must store all flammable Hazardous Substances materials in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.

C) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Lessee must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- (2) The Lessee must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) The Lessee must obtain Service approval for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) The Lessee must follow small quantity generator (SQG) requirements related to container labeling, storage, accumulation times, use of designated disposal

facilities, contingency planning, training, and recordkeeping if a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste exists.

- (5) The Lessee must manage Universal Waste as defined under Applicable Laws (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

D) Pest Management

- (1) The Lessee must eradicate any pest infestation in Lease Facilities and personal or other property including infestation that requires fumigation/tenting for termites or other pests.
- (2) The Lessee must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan.
- (3) The Lessee must obtain Service approval
 - (a) to control pests utilizing chemicals or by other means
 - (b) for pesticide storage area siting and design
 - (c) to use contracted pesticide applicators
- (4) The Lessee must submit a Pesticide Use Request Form for anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year to the Service by January 15 of each calendar year.

E) Solid Waste Reduction, Storage and Collection, and Disposal

- (1) The Lessee must implement a source reduction program designed to minimize its use of disposable products in its operations.
- (2) The Lessee must develop, promote and implement a litter abatement program.
- (3) The Lessee must implement an effective Solid Waste management system for the collection, storage and disposal of Solid Waste generated by its facilities, services and the visiting public at its facilities.
- (4) The Lessee must develop, promote and implement a recycling program these include, but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan must address large items such as computers and other electronics, white goods and other bulky items.
- (5) The Lessee must collect and dispose of Solid Waste on a frequency approved by the Service that prevents the accumulation of waste.
- (6) The Lessee must transport and dispose of Solid Waste that is not recycled at an authorized sanitary landfill or transfer station.
- (7) The Lessee must transport recyclables to an authorized recycling center.

- (8) The Lessee must obtain Service approval for any contracted Solid Waste services.

F) Water and Energy Efficiency

- (1) The Lessee must integrate water-conserving and energy conserving measures in all facility management practices.
- (2) The Lessee must adhere to water and energy efficiency standards established for federal facilities and operations where feasible.
- (3) The Lessee must purchase equipment that meet Energy Star standards where feasible.

G) Wastewater

- (1) The Lessee must minimize impacts to water quality in maintenance under this Lease using appropriate control equipment and practices.
- (2) The Lessee must prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Lessee must maintain assigned wastewater treatment systems in accordance with Applicable Laws. The Lessee maintenance logs for wastewater treatment equipment must be made available to the Service upon request.
- (4) The Lessee must minimize the storage of equipment and materials in Lease Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

H) Fuel Storage Tanks

- (1) The Lessee must maintain leak detection methods and/or systems for all Lessee-assigned, owned or leased fuel tanks and associated equipment such as underground and aboveground piping, hoses, and dispensing systems in accordance with Applicable Laws. The Lessee must obtain Service approval of methods and systems. The Lessee leak detection system logs and maintenance logs for fuel storage tank systems must be made available to the Service upon request.
- (2) The Lessee must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (3) The Lessee must provide breakaway devices for all fuel dispensing system hoses.
- (4) The Lessee must provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded).

- (5) The Lessee must submit plans and obtain Service approval prior to starting any work involving fuel systems, tank, soil or ground water remediation.

PART D – LESSEE REPORTING RESPONSIBILITIES

1) General

The Lessee must submit the following plans and reports to the park for review and approval according to the frequency and due dates defined in Section 2, Reporting Schedule.

A) Project Plan and Report (PPR)

The Lessee must submit annually (for review and approval) a PPR applicable to Lease Facilities. The PPR must identify new projects one year prior to commencement of the individual project. Projects that require planning and design before the project begins should be identified in the PPR the year before planning and design begins. The purpose of the PPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the PPR must include at a minimum the NPS asset number; work order number, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CPPR due date is stated in the maintenance plan.

B) Pesticide Use Log

The Lessee must submit by January 15 of each calendar year a Pesticide Use Log, which tracks pesticide use for the current year.

C) Pesticide Use Request Form

The Lessee must submit by January 15 of each calendar year a pesticide request form requesting approval of anticipated pesticide use.

2) Reporting Schedule

The following summarizes the reports and reporting schedule:

- Pesticide Use Log, due annually on January 15;
- Pesticide Use Request Form, due annually on January 15;
- Fuel Dispenser Inspection due within 30 days of effective lease date; and
- Gas Storage and Distribution System Inspection due within 60 days of the Lease effective date.