



United States Department of the Interior
NATIONAL PARK SERVICE
Interior Regions 3, 4, 5
601 Riverfront Drive
Omaha, NE 68102

5.D.(IR345-PO/CS)

September 3, 2026

Memorandum

To: All Parties Interested in the Prospectus for Lodging, Food and Beverage, Retail, Marina Services, and Mechanical Boat Portage Services within Voyageurs National Park (Solicitation No. VOYA002-27)

From: Commercial Services Program, National Park Service, Interior Regions 3, 4, 5

Subject: Responses to Questions to Solicitation No. VOYA002-27 and Amendment 1 to the Prospectus

This notice provides responses to questions received and amends the Prospectus for lodging, food and beverage, retail, marina services, and mechanical boat portage services within Voyageurs National Park that the National Park Service (NPS or Service) issued on July 20, 2026, for Concession Contract No. VOYA002-27.

Glossary of terms used throughout this document:

- **Concessioner:** refers to the new concessioner to be awarded the Draft Contract through this solicitation process.
- **Draft Contract:** refers to the new concession contract, inclusive of all exhibits, to be awarded through this solicitation process.
- **Offeror(s):** refers to the entities that submit a proposal in response to the solicitation for the Draft Contract.

The page numbers below that reference Exhibit H: Maintenance Plan to the Draft Contract are the page numbers to the amended Exhibit H: Maintenance Plan.

RESPONSES TO QUESTIONS FROM INTERESTED PARTIES

BUSINESS OPPORTUNITY

QUESTION 1. Historical Operating Expenses. Please provide, to the extent available, historical Kettle Falls operating expenses for 2021 through 2025 by major category, including payroll, utilities, fuel, transportation, maintenance, insurance, supplies, and other significant operating expenses.

SERVICE RESPONSE: The Service does not provide historical operating expenses. Offerors are responsible for completing their own due diligence regarding expense assumptions related to the business opportunity.

QUESTION 2. Historical Lodging Performance. Please provide hotel and villa lodging performance separately for 2022 through 2025, including available room nights, occupied room nights, occupancy percentage, average daily rate, and lodging revenue.

SERVICE RESPONSE: The Service provided overnight guest use by year for 2023 through 2025 on Page 6 of the Business Opportunity and historical annual gross revenues by department from 2023 to 2025 on Page 10 of the Business Opportunity. The Service provides this information in accordance with 36 C.F.R. § 51.5(f) to allow for the submission of competitive proposals.

QUESTION 3. Required Guest Transportation. Please provide historical passenger volume and revenue for required guest transportation between Ash River Visitor Center and Kettle Falls for the most recent five operating years available. Please also identify the applicable rate approval methodology and any limitations on rates for this required service under VOYA002-27.

SERVICE RESPONSE: The Service provided historical annual gross revenues by department, including transportation, from 2023 to 2025 on Page 10 of the Business Opportunity. The Service provides this information (gross receipts of the existing concession contract broken out by department for the three most recent years) to allow for the submission of competitive proposals. The Service does not provide further detailed operating statistics as this could be considered confidential to the Existing Concessioner.

Regarding the applicable rate method for guest transportation, the Service's Competitive Market Declaration is the identified rate for guest transportation, also referenced as Water Taxi Transportation in the Operating Plan. The Rate Administration Guide and the 2024 Rate Administration Guide Addendum can be found here: <https://www.nps.gov/subjects/concessions/rate-administration.htm>.

OPERATING AND MAINTENANCE PLANS

QUESTION 4. Fuel Pump Requirements. Fuel Pump Requirements. How many fuel dispensers are there? What type of fuel dispenser is used?

SERVICE RESPONSE: There are two fuel dispensers, one at each marina. Both are single product gear pump units with meters to measure fuel dispensed, and no built-in payment capabilities. They are designed to dispense 87, 89, or 91 non-octane gasoline, and their pump nozzles can be locked to the dispenser.

QUESTION 5. Historic Preservation Requirements. Please identify which Kettle Falls buildings assigned to the concessioner are listed on, eligible for, or contributing elements of the National Register of Historic Places or Kettle Falls Historic District. Please also identify the historic preservation requirements applicable to repairs, painting, finishes, furnishings, alterations, and rehabilitation of those facilities.

SERVICE RESPONSE: Regarding facilities listed on or eligible for the National Register of Historic Places (Register), Page 1 of Exhibit D to the Draft Contract lists the specific assets that are assigned to the Concessioner and identifies those that are historic.

The following table provides the assigned land and real property improvements with their Register status. A dash (“-”) indicates the real property improvement is not a historic property.

Asset Number	Asset Description	Asset Type	National Register Status
18518	KF Namakan Boat House	4100	Contributing
18517	KF Garage Namakan Side	4100	See note ³
18514	KF Boat Equipment Storage Building	4100	Contributing
18513	KF Fish Cleaning House	4100	Contributing
18512	Hotel Annex Building	4100	-
18373	KF Comfort Station, Namakan Side	4100	-
18371	Garbage Storage Block Building	4100	-
18365	Lodging Unit #3/Bear Point	4100	-
18364	Lodging Unit #2/Jessie Villa	4100	-
18363	Lodging Unit #1/Leaning Pine	4100	-
18362	Staff Housing Unit/4-plex	4100	-
18361	Kettle Falls Generator Building Namakan Side	4100	-
18356	Hotel Generator Building	4100	-
18355	Rainy Side Comfort Station	4100	-
02811	Kettle Falls Hotel	4100	On Register and Contributing ¹
22136	RKF Leaning Pine Villa Waterfront Marina	6300	-
22137	RKF Jessie Villa Waterfront Marina	6300	-
22138	RKF Bear Point Villa Waterfront Marina	6300	-
242184	RKF Ice/Visitors Storage	4100	-
249083	RKF B091 Unisex Comfort Station	4100	-
37509	Gravel Portage Road	1100	Contributing
114641	Kettle Falls Trail System	2100	Contributing
75930	Kettle Falls Grounds	3100	On Register ²

1. The Kettle Falls Hotel is on the Register as a single property and as a contributing feature of the Kettle Falls Historic District.
2. Only that portion of the grounds which is within the boundary of the Kettle Falls Historic District is on the Register.
3. Although this building is not contributing, its *location*, as the site of an important previous building, is contributing.

The Park will be responsible for repairs and exterior painting of all historic assets at Kettle Falls. Historic structures are maintained according to the Secretary of the Interior’s Standards. Additional information can be located at <https://www.nps.gov/subjects/historicpreservationfund/understanding-the-secretary-s-standards.htm>.

Regarding furnishings, as identified in the Prospectus Appendices, the Kettle Falls Historic Furnishings Plan is available upon request. This plan provides requirements for Kettle Falls furnishings.

QUESTION 6. Employee Housing. Please identify all employee housing assigned or available to the concessioner under VOYA002-27, including the number and type of units, beds, and RV spaces. Please also identify the concessioner's responsibilities for utilities, maintenance, furnishings, repair, and replacement.

SERVICE RESPONSE: Exhibit D of the Draft Contract identifies Asset #18362 as “Staff Housing Unit/4-Plex.” Page B-18 (Section 7, iv) of the Operating Plan identifies its maximum capacity as no more than 2 per unit (for a total of 8).

Up to one room in the Kettle Falls hotel and one additional villa unit have historically been used for staff housing, subject to Service approval. Two more overnight rooms may be requested at the Boise House (also known as the Company House or Dam Tender’s Cabin) each season through a Special Use Permit application (subject to permit and cost recovery fees). Permits to use the Boise House are not guaranteed for any given year or season.

There are no RV spaces currently approved for housing on-site. Although not guaranteed, the Park is pursuing funding and reviewing compliance requirements to potentially develop no more than 3 RV / Fifth Wheel Trailer sites near the employee housing. Pages B-18 and B-19 (Section 7, vii-viii) of the Operating Plan provide information about RV spaces. There is no guarantee that future RV spaces will be developed at Kettle Falls.

The Operating Plan and Maintenance Plan of the Draft Contract provide details related to maintenance, repair, and replacement. Regarding the concessioner’s responsibilities for furnishing staff housing (including furnishing standards), this information is found on Page B-25 (Section A, 5) of the Operating Plan. Beds in staff housing are considered furnishings.

Regarding the concessioner’s responsibilities for utilities, the Service provides information about internet access on Page B-25 (Section 9, a) of the Operating Plan. Water, wastewater, and electrical service information can be found on Pages B-21 and B-22 (Section D, 1 and 2) of the Operating Plan, and on Pages H-20 through H-22 (Part B, 1) of the Maintenance Plan.

QUESTION 7. Camper Cabins. Please clarify the status of the four camper cabins described in the prior Kettle Falls concession opportunity. Are the camper cabins assigned to the concessioner under VOYA002-27, and if so, are they required to be operated as overnight accommodations? Please identify the concessioner's maintenance, utility, furnishing, and capital renewal responsibilities for the cabins.

SERVICE RESPONSE: Although not guaranteed, the Service is pursuing funding to bring the four camper cabins into compliance with structural fire code requirements. The date is unknown for funding or completion. If completed and assigned to the Concessioner in conjunction with a certificate of occupancy, the cabins will be used for overnight accommodations. The Concessioner will be responsible for utilities consumed and furnishing the cabins.

If completed, the maintenance responsibilities for the camper cabins will match the maintenance responsibilities for the non-historic assigned assets, requiring the Concessioner to be responsible for inspecting, cleaning, and reporting needed repairs to the Service. The Concessioner will be responsible for performing any needed work on doors and windows of the camper cabins upon Service approval. The Concessioner will also be responsible for the annual inspection of the fire suppression systems. Any camper cabin fixture replacements are the responsibility of the Concessioner. Because these are newer structures, no capital renewal responsibilities are expected.

QUESTION 8. Transportation of Materials and Equipment. Given that Kettle Falls is accessible only by water, please identify the concessioner's responsibilities and anticipated obligations associated with transporting construction materials, maintenance materials, furnishings, appliances, equipment, and other supplies between the mainland and Kettle Falls. Are there restrictions on the size, weight, type, or timing of equipment and materials transported to Kettle Falls?

SERVICE RESPONSE: The Concessioner is responsible for transporting (or arranging for transport) all Concession-owned personal property, such as appliances, furnishings, vehicles, vessels, personal property and equipment. Examples can be found on Pages H-13 and H-14 (Section 5, a-b, d) of the Maintenance Plan.

The Park transports equipment and materials needed to carry out its responsibilities as described in the Maintenance Plan including component renewal, recurring maintenance, preventative maintenance, and repair. Examples of these materials include utility repair/replacement materials, building and construction components, paint, carpeting, tile, dock materials, fuel system items, and gravel for roadwork. Page H-20 (Section 13, c) of the Maintenance Plan states the Concessioner must procure gravel for roadwork and perform roadwork but may work with the Service to arrange for transportation of the gravel by Park barge (piloted by an approved park employee). The request must be in writing at least one month in advance.

Regarding restrictions on weight, size, and type of equipment, depending on what item is being transported (and/or what type of vessel is being used to transport it). Federal regulations can be found in CFR Title 46 Chapter I (available at <https://www.ecfr.gov/current/title-46/chapter-I>), and park-specific regulations on boating can be found in the Superintendent's Compendium (available online at <https://www.nps.gov/voya/learn/management/superintendents-compendium.htm>).

With respect to scheduling, the Concessioner is responsible for ensuring timely and effective planning for transporting the necessary property to Kettle Falls in order to provide visitor services.

QUESTION 9. Water and Wastewater Responsibilities. Under VOYA002-27, will NPS continue to provide water and wastewater services at Kettle Falls as it did under the prior concession contract? If so, please provide the applicable 2027 through 2036 rates and identify whether the concessioner has any responsibility for maintenance, repair, replacement, or capital renewal of the water and wastewater systems.

SERVICE RESPONSE: Pages H-20 through H-22 (Section A, 10 and Section B, 1) of the Maintenance Plan provide information on responsibilities for the utility systems. The Service will continue to provide water and wastewater services at Kettle Falls. Page B-22 (Section 2, b) of the Operating Plan provides water, wastewater and electrical rates for 2027 through 2036.

QUESTION 10. Electrical System Responsibilities. With the current Kettle Falls electrical infrastructure replacement project, please clarify the concessioner's responsibility for the electrical system serving the concession facilities once the new infrastructure is in service. Specifically, please identify the point at which responsibility transfers from NPS infrastructure to concessioner-operated building electrical systems, and identify the concessioner's responsibilities for routine maintenance, repairs, replacement, and emergency backup power serving the concession facilities.

SERVICE RESPONSE: As provided on Page H-21 (Section B, 1) of the Maintenance Plan, the Service cooperates with North Star Electric Cooperative to maintain the primary electrical line. "The Service will maintain all electrical lines, equipment, and fixtures affixed to the lines from the customer side of the

meter.” Although the Service provides electricity to the Area, the Service is not responsible for power outages and/or resulting financial losses and is not responsible for providing alternate or backup power. Planning is underway for a possible backup generator that could be used during a power outage, as outlined on Page H-21 (Section B, 1). Page H-17 (Section A, 10) of the Maintenance Plan details financial responsibility for damage to utility systems.

QUESTION 11. Fuel Storage and Delivery. Are the four 1,000-gallon fuel tanks ASTs or USTs? Are there any other ASTs or USTs on-site? Who owns the responsibility for the tanks? Is the concessioner responsible for inspections, maintenance, replacement, SPCC compliance, etc.? What is the age and contents of each tank? What is the fuel delivery method for these fuel tanks?

SERVICE RESPONSE: All four fuel tanks are Aboveground Storage Tanks (ASTs). There is a portable Fuel Transport Trailer, described on Pages B-32 and B-33 (Section 6) of the Operating Plan. There are no other concession-assigned fuel tanks present at Kettle Falls. One above-ground propane tank is present near the Namakan garage that does not support the Kettle Falls operation. There is one portable Transcube containing diesel. Both the propane tank and the diesel Transcube are managed solely by the Service.

The Service owns all four ASTs and the fuel transport trailer. The Service is responsible for maintenance, repair, and replacement of these systems as described on Pages H-23 through H-24 (Section B, 10) of the Maintenance Plan.

Responsibilities for fuel-related operations, materials, activities, and spill response are on Page H-13 (Section A, 4) of the Maintenance Plan and on Pages B-31 through B-33 of the Operating Plan.

Additional Spill Prevention, Control, and Countermeasures (SPCC) are addressed on Page H-13 (Section 4, b) of the Maintenance Plan. The Operating Plan requires the Concessioner to provide appropriate training in environmental and risk management to employees to include Spill Prevention and Response procedures, in accordance with EPA standards at the State and Federal Level (Page B-17, Section 3, e).

Page H-13 (Section A, 4) of the Maintenance Plan identifies the Concessioner’s responsibilities for inspections and Page H-23 (Section B, 10) of the Maintenance Plan outlines the inspection responsibilities of the Service.

The Concessioner is responsible for arranging delivery of fuel to the AST fuel tanks in accordance with all federal, state, and local laws, regulations, and policies.

Regarding the requested age of the tanks, two tanks are 28 years old, one is 23 years old, and the fourth is 32 years old. Each tank currently carries 89 non-oxygenated gasoline, and is designed to dispense 87, 89 or 91 non- octane gasoline.

QUESTION 12. Villa Maintenance and Component Renewal. For the 10 villa units at Kettle Falls, please identify which building components are the concessioner's routine maintenance responsibility and which components may be eligible for Component Renewal Reserve funding. Specifically, please address roofs, foundations, siding and exterior envelope, windows, doors, decks, plumbing, electrical systems, heating/HVAC systems, and appliances. Please also identify any known deferred maintenance or component renewal projects associated with the villas.

SERVICE RESPONSE: Regarding components that may be eligible for Component Renewal, as stated on Page 13 of the Draft Contract, “No Component Renewal Reserve is included in this Contract.”

Regarding maintenance responsibilities for roofs, Page H-11 (Section 2, a) the Maintenance Plan addresses responsibilities and required actions for roofs.

Regarding maintenance responsibilities for foundations, siding and exterior envelope, Pages H-11 and H-12 (Section 2, d-e) of the Maintenance Plan addresses responsibilities and required actions for foundations, siding and exterior envelope.

Regarding maintenance responsibilities for windows, Pages H-11 and H-12 (Section 2, c and 3, b) of the Maintenance Plan addresses responsibilities and required actions for windows.

Regarding maintenance responsibilities for doors, Page H-11 (Section 2, c) of the Maintenance Plan addresses responsibilities and required actions for doors.

Regarding maintenance responsibilities for decks, there are no decks on the villas.

Regarding maintenance responsibilities for plumbing, Pages H-17 through H-18 (Section A, 10) of the Maintenance Plan details plumbing responsibilities, as well as Page H-21 (Section 1, a) and Page H-22 (Section 1, d) of the Maintenance Plan.

Regarding maintenance responsibilities for electrical systems, the Maintenance Plan addresses this on Page H-17 (Section 10, b), and on Page H-21, (Section 1, a-b).

Regarding maintenance responsibilities for heating/HVAC systems, Page H-12 (Section 3, d) of the Maintenance Plan addresses responsibilities and required actions for heating/HVAC systems.

Regarding maintenance responsibilities for appliances, Page H-14 (Section 5, d) and Page H-20 (Section 15) of the Maintenance Plan addresses responsibilities and required actions for appliances.

The Park is currently seeking funding for projects to rehabilitate each of the villa complexes. Each separate project would cover the following work to be completed in all the units within a villa complex:

- Replacing carpet with laminate wood flooring
- Replacing interior walls and ceilings with knotty pine tongue and groove wood
- Replacing light fixtures
- Replacing water fixtures such as faucets and water closets

While the park is actively pursuing funding for these projects, it is important to note that funding is not guaranteed. If funds are secured, the current plan is for these projects to take place between 2028 and 2031.

QUESTION 13. Villa Painting and Color Changes. Is interior and exterior painting of the Kettle Falls villas considered routine maintenance under Exhibit H? If the concessioner proposes a paint color different from the existing color, is prior NPS approval required? If so, please identify the applicable approval.

SERVICE RESPONSE: Interior and exterior painting is considered routine maintenance with the need and timing determined annually based on appearance, wear and tear. The Concessioner is responsible for interior painting, and exterior painting is the responsibility of the Service. Service approval in writing is required if the Concessioner proposes a different paint color. The Concessioner will submit a written request, including the proposed rooms, the specific paint color and vendor desired, along with a proposed timeline for the project. This information would be submitted to the Park's Commercial Services

program. The Park will review the request, ask follow-up questions if needed, and ultimately provide a formal written response to the Concessioner's request.

QUESTION 14. Upcoming Maintenance Projects. Please provide any existing deferred maintenance work orders, facility condition assessments, component renewal plans, or other identified maintenance or capital projects applicable to the Kettle Falls facilities that the incoming concessioner should consider when preparing its 10-year financial projections.

SERVICE RESPONSE: The Park will address any existing deferred maintenance. The Concessioner is not responsible for component renewal or capital improvement projects. The following maintenance projects have been funded, will be undertaken by the Park, and are either actively in progress or are scheduled to occur within the term of the Draft Contract. Be advised that the specified years may change, and the dates provided cannot be guaranteed.

- Replace Power Distribution Line Connecting Kettle Falls Hotel and Install a Backup Generator in 2026/2027
- Rehabilitate Kettle Falls Hotel and Villa's Water System and New Pump House in 2027
- Rehabilitate Kettle Falls Villa Docking Systems in 2026/2027
- Prepare and Paint Six Historic Structures at Kettle Falls District in 2026/2027
- Repair Docks at Kettle Falls, Rainy Lake Side in 2025/2026

The park is actively seeking funding for the additional projects listed below. The projects will not proceed unless funding is approved. Project descriptions listed reflect the type of work for which the Service is seeking funding, and the years shown reflect timeframes that the Service aspires to perform the projects should they be funded. All are subject to change, funding is not guaranteed, and none represent a current commitment from the Service.

- Replace Kettle Falls Historic Hotel Roofs and Repair Chimneys in 2027
- Rehabilitate Kettle Falls Visitor Villa Jessie Duplex and Install New Fire Suppression System in 2029
- Rehabilitate Kettle Falls Visitor Villa Bear Point Four Plex Unit and Install New Fire Suppression System in 2030
- Rehabilitate Kettle Falls Visitor Villa Leaning Pine Four Plex Unit and Install New Fire Suppression System in 2028
- Rehabilitate Kettle Falls Staff Villa Four Plex Unit and Install New Fire Suppression System in 2032
- Improve Visitor Safety by Repairing Kettle Falls Lakewall (Tour Boat Docking on the Rainy Lake Side in 2030
- Rehabilitate Historic Boathouse at Kettle Falls in 2029
- Rehabilitate Kettle Falls Hotel and Villa's Wastewater Systems and Fire Suppression System in 2027
- Pest Management on Four Historic Property Preservation at Kettle Falls on Rainy Lake Side in 2029
- Pest Management on Four Historic Property Preservation at Kettle Falls on Namakan Side in 2031
- Rehabilitate Kettle Falls Namakan Tour Boat Dock in 2027
- Remove Hazardous Trees around Kettle Falls in 2028
- Repair Visitor Docks at Kettle Falls Namakan Lake Side in 2028
- Rehabilitation of Kettle Falls Villa Hiking Trails at Jessie and Bear Point in 2029
- Restore and Rehabilitate Kettle Falls Hotel Window, Screens and Doors in 2029

- Replace Four Roofs at Kettle Falls Historic District in 2028/2029
- Replace Five Roofs at Kettle Falls in 2030/2031
- Design and Construct ADA Trail to Kettle Falls Overlook in 2032/2033
- Design and Construct Three RV Pads for Concession Employees- 2033/2034
- Rehabilitate Kettle Falls Trading Post Building in 2033

AMENDMENT 1 TO THE PROSPECTUS

Exhibit H: Maintenance Plan

PART B SECTION A: AREA SPECIFIC CONCESSIONER RESPONSIBILITIES, 5) c) ii) on Page H-14.

Delete the following, in its entirety:

ii) Should any personal property assigned to the Concessioner by the Service require repairs/maintenance, the Concessioner will report it to the Service at its earliest convenience so that repairs can be scheduled by the Service.

Replace with the following:

ii) Should any personal property assigned to the Concessioner by the Service require repairs/maintenance, the Concessioner will report it to the Service at its earliest convenience so that repairs can be scheduled by the Service. Except for the following items, the Concessioner is responsible for repairing and replacing as needed:

- Commercial Dishwasher (restaurant kitchen)
- Standalone convenience oven (restaurant kitchen)
- Industrial countertop griddle (restaurant kitchen)
- Deep fryers (restaurant kitchen)
- Commercial range and stovetop (restaurant kitchen)
- Two-door beverage refrigerator (restaurant kitchen)
- Stainless steel commercial kitchen worktable (restaurant kitchen)
- Walk-in refrigerator (restaurant kitchen)

PART B SECTION A: AREA SPECIFIC CONCESSIONER RESPONSIBILITIES, 5) d) iii) on Page H-14.

Delete the following in its entirety:

iii) Differentiation from Fixture Table: some items shown on the Fixture Table's Non-Removable Equipment column are personal property for which the concessioner is responsible, including (but not limited to) items listed below

- Air Conditioners (window)
- Clothes washers and/or dryers
- Coat racks (installed or free-standing)
- Exercise equipment, sports/recreation equipment
- Portable fire extinguishers
- Furniture not assigned by the Service

- Kitchen Equipment (e.g., dishwashers, refrigerator, stove microwave)
- Office Equipment (e.g., computers, printers, monitors, telephones)
- Vending Machines
- Walk-in Coolers.

Replace with the following:

- ii) Differentiation from Park Fixture Table: some items shown on the Park Fixture Table's Non-Removable Equipment column are personal property for which the concessioner is responsible, including (but not limited to) items listed below
- Air Conditioners (window)
 - Clothes washers and/or dryers
 - Coat racks (installed or free-standing)
 - Exercise equipment, sports/recreation equipment
 - Portable fire extinguishers
 - Furniture not assigned by the Service
 - Concessioner-owned kitchen equipment (e.g., dishware, cooking utensils, microwave)
 - Office Equipment (e.g., computers, printers, monitors, telephones)
 - Vending Machines
 - Walk-in freezer(s)

PART B SECTION A: AREA SPECIFIC CONCESSIONER RESPONSIBILITIES, 10) b) ii) on Page H-17.

Delete the following in its entirety:

- ii) The Concessioner must replace light bulbs within the Concession Facilities, using energy-saving lights, such as compact fluorescent lamps or LED bulbs, where feasible.

Replace with the following:

- ii) The Concessioner must replace fixtures and light bulbs within the Concession Facilities, using energy-saving lights, such as compact fluorescent lamps or LED bulbs, where feasible.

PART B SECTION B: AREA SPECIFIC NATIONAL PARK SERVICE RESPONSIBILITIES, 1) b) i) and ii) on Page H-21.

Delete the following in its entirety:

- i) The Service cooperates with North Star Electric Cooperative to maintain the primary electrical line within the Area. The Service will maintain all electrical lines, equipment, and fixtures affixed to the lines from the customer side of the meter.
- ii) Although the Service provides electricity to the Area, the Service is not responsible for power outages and/or resulting financial losses and is not responsible for providing alternate or backup power.

Replace with the following:

- i) The Service cooperates with North Star Electric Cooperative to maintain the primary electrical line within the Area. The Service will maintain all lines and equipment used to supply electric power to the area. Maintenance, repair, and replacement of light fixtures and light bulbs are the responsibility of the Concessioner.

- ii) Although backup power is not guaranteed and the Concessioner must maintain independent contingency plans, in the event of a power outage, the Service may provide backup power using a Service-owned and Service-maintained generator as a courtesy. The Concessioner is responsible for paying for the fuel used by this generator. The Service will be responsible for filling the generator with fuel. The presence of this generator notwithstanding, it is still incumbent upon the Concessioner to have alternate plans if a Service-owned generator becomes unavailable. The Service is not responsible for financial losses resulting from power outages.