

## 5500- NONSALE DISPOSALS

### TABLE OF CONTENTS

- .01 Purpose
- .02 Objectives and Background
- .03 Authority
  - A. Free Material in All States
  - B. Free Material to Individuals
- .04 Responsibility
- .05 Definitions
- .06 Policy
  - A. Discretionary
  - B. Management Plans
  - C. Restrictions in Time
  - D. Recreation Use
  - E. Restriction on Timber
  - F. Christmas Trees
  - G. Cooperative Agreements
  - H. Coordination
- .1 Free-Use Permits
  - .11 Basic Restrictions
  - .12 Special Conditions
  - .13 Bonding Requirements
  - .14 Reporting Requirements
  - .15 Administration and Trespass
  - .16 Cancellation

### Illustrations

1. Free use Application and Permit (Form 5510-1)
2. Cooperative Agreement – Range Improvements and Conservation Practices (Form 4115-19)

## 5500 – NONSALE DISPOSALS

.01 Purpose. This section sets forth the authorities, guidelines, and procedures for the nonsale disposal of timber and other vegetative resources.

.02 Objectives and Background.

- A. Objectives. The objective of the nonsale disposal program is to provide materials free of charge to qualified individuals, nonprofit associations or corporations, and to Federal and State agencies, when such disposal will benefit public land management.
- B. Background. The legislative authority for the issuance of free use permits is varied, beginning with the Act of 1878. The original intent of this legislation was to provide free timber to settlers and businesses other than railroads, for the purpose of assisting in the development of frontier areas. This era of settlement has now passed, but certain dispositions of timber and other vegetative products free of charge is still considered in the public interest.

.03 Authority. The act containing general and specific authority for the issuance of permits for the free use of forest materials is cited and summarized below:

- A. Free Material in All States. (The Act of July 31, 1947, as amended, July 23, 1955.)
  - 1. This Act authorizes the free use of both timber and other vegetative resources. This legislation does not extend to individuals except as provided below.
  - 2. Applicants for the free use of timber or other vegetative products for any purpose are limited to: association or corporations not organized for profit; any Federal, State, or territorial agency, unit or subdivision, including municipalities; and certain mining claimants under applicable conditions as set forth in 43 CFR 3710. Only those applicants who do not qualify for the free use of timber under those acts can qualify under the statutes of this Act.
  - 3. Permits shall not exceed six months in duration. One extension, not to exceed three months, may be granted.
  - 4. Permits issued to a nonprofit association or corporation are not limited in number but are limited to \$100 in total value during any one calendar year. The applicant for such a permit must be the association or corporation involved and not the individual who is representing the association or corporation.
  - 5. Permits to Federal or State agencies or subdivisions, including municipalities, may be issued without limitation as to number of value provided the applicant makes a satisfactory showing that the timber will be used for a public interest. The applicant for such a permit must be the agency involved and not the individual who is representing the agency.

## 5500 – NONSALE DISPOSALS

- B. Free Material to Individuals. (R.S. 24878, 43 USC 1201) The Act authorizes issuance of regulations where specific legislative authority does not exist.
- C. Free Use in Alaska. The Nonsale Disposal Act of May 14, 1898, provides for free use of timber from vacant public lands in Alaska.

### .04 Responsibility.

- A. State Directors should issue procedures for issuing free use permits and guidelines for nonsale disposal programs in accordance with Bureau policy. (See .06, and the management objectives for the public lands under their administration.)
- B. District Managers are responsible for the administration of a nonsale disposal program in accordance with the basic guidelines, regulations, and policies.

### .05 Definitions.

- A. Timber: standing trees, downed trees, or logs which are useful for wood products.
- B. Other Vegetative Resources: all vegetative material which cannot be measured in units of board feet of timber.
- C. Timber Residues: all or part of trees remaining after a commercial logging operation, precommercial thinning project, or land clearing operation, i.e., debris, slashings, etc.
- D. In-Place Commercial Value: the dollar value that a commercial operator would be willing to pay for timber, timber residue, or other vegetative resources. Value can be determined from market evidence or it can be computed (economic appraisal) by deducting all costs relating to transportation and manufacturing from the value of the end product.

### .06 Policy.

- A. Discretionary. The nonsale disposal program is permissive, not mandatory. The free-use authority must be used as a management tool for Bureau programs rather than as a benefit or service to individuals.
- B. Management Plans. Free use must fit into the Bureau's resource management plans. On certain areas, e.g., chainings, logged areas, or timber stand improvement areas, it may be to the Bureau's advantage to promote the issuance of free use permits for fuelwood in order to clean up an area, reduce fire hazard, improve natural beauty, etc. The establishment of centralized free use areas is encouraged. Not only can management objectives be fulfilled, but the use supervision is minimized.
- C. Restrictions in Time. The free use of timber and vegetative resources may be restricted to any quantity or period of time less than that authorized by regulation if it

## 5500 – NONSALE DISPOSALS

is in the interest of the Bureau's management program to do so. Keep length of time to minimum.

- D. Recreation Use. No permit is required for the collection of limited amounts of vegetative products by recreationists on the public land in accordance with 41 CFR 8000. Recreation collection includes, but is not limited to, dead and downed timber for campfires, flowers, berries, nuts, seeds, cones and leaves. Specifically prohibited are the following activities:
1. Harvesting or removing vegetative products of antiquity, or of historic or scientific interest.
  2. Damaging or destroying any natural feature or object of natural beauty.
  3. Digging, removing, or destroying any tree or shrub.
  4. Selling collected forest products.
  5. Using motorized mechanical devices for collection purposes.
- E. Restrictions on Timber. Except in Alaska, timber and timber residues which have in-place commercial value cannot be disposed of free of charge except to governmental and non-profit organizations. Timber and timber residues which do not have in-place commercial value may be disposed of to individuals through free-use permits. A systematic and uniform approach to estimating in-place commercial value is required. All sales and appraisal data used to determine value must be documented as to source and must be made a matter of record.
- F. Christmas Trees. Free-use Christmas tree permits are not authorized to individuals. Individual trees can be sold using Form 5450-10, Christmas Tree Tag.
- G. Cooperative Agreements. The instructions and policies contained in this section do not apply to cooperative agreements for range improvements and conservation practices on public lands entered 43 CFR 4115.2-5(a)(6) and 4125.1-4(a)(6). The value of wood products contributed by the Bureau under such an agreement is shown under Item 3 of Form 4115-19, Cooperative Agreement. Insertion of timber cutting provisions, location of cutting area, and conservation practices in Item 12 of the subject form and approval of the agreement by the Authorized Officer is authorization for cutting fence posts, etc., from public lands by the cooperator. (See Illustration 2.)
- H. Coordination. District Managers are responsible for coordinating their firewood program with adjacent BLM Districts and National Forests.
1. Goals. It is the joint policy of the BLM and the Forest Service that firewood programs should be fully managed by both agencies, satisfy public demand, and be used as a tool by both Agencies to accomplish management goals.
  2. Joint Management Plan. Normally, affected Forest Supervisors and BLM District Managers get together and develop a joint management plan. Such a plan should be compatible to the extent permitted by legislative statutes and policies of both agencies and should address such issues as: whether or not to

## 5500 – NONSALE DISPOSALS

charge, and if so, how much; permit procedures; releases; and surveillance and enforcement.

.1 Free-Use Permits. Have applicants complete the applicable portions of Form 5510-1, Free use Application and Permit (Illustration 1).

.11 Basic Restrictions. Applicants should be informed of the basic restrictions which apply to all free-use permits regardless of the authority under which the permit is issued. No material may be cut or removed until a permit has been issued.

- A free-use permit will not be granted to an applicant who owns or controls lands with an adequate supply of timber or materials to meet his needs.
- Under no circumstances may any material objective under any of the free-use authorities be bartered or sold.

.12 Special Conditions. Special conditions to be made a part of a permit vary with the product, tree species, and local administrative conditions. Special clauses may be included on permit or attached, and are not limited to the following considerations:

- Cutting rules including restrictions on the periods of time, days, etc., during which cutting will be allowed.
- Slash disposal.
- Fire Protection Requirements.
- Reporting Requirements.
- Volume Determination.
- Location and boundaries of cutting area, including maps when needed.

.13 Bonding Requirements. No specific bonding requirements apply to the issuance of free-use permits, and bonds are seldom applicable. However, suitable bond may be required as a guarantee of faithful performance of the provisions of the permit and applicable regulations.

.14 Reporting Requirements. Consolidate free-use permits on Form 5440-13, Vegetal or Mineral Materials Sales Report, for monthly report. (See BLM Manual Section 5445 for instructions.)

.15 Administration and Trespass. The degree of administration required depends upon the nature of the permit and the special conditions included. Whenever possible, field checks of free-use areas should coincide with periods of heavy use such as weekends and holidays. It is desirable to field check isolated free-use permits at least once during the term of the permit. Violations of free-use permits are subject to correction by trespass actions under the same laws and regulations as other timber trespass cases. (See BLM Manual Section 9231.)

## 5500 – NONSALE DISPOSALS

.16 Cancellation. Any free-use permit may be cancelled at any time by the Authorized Officer if the permittee fails to observe its terms and conditions or the regulations, or if the permit has been issued erroneously.



## 5500 - NONSALE DISPOSALS

Illustration 1, Page 2  
Form 5510-1

### 5500 - NONSALE DISPOSALS

#### Free-Use Application and Permit Vegetative or Mineral Material

##### NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 601, 607; 43 U.S.C. 1201; 60 Stat. 367

PRINCIPAL PURPOSE - The information is to be used to process your application for a Free Use Permit.

##### ROUTINE USES:

- (1) The adjudication of the applicants' rights to the land or resources.
- (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
- (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
- (4) Transfer to the U.S. Department of Justice in the event of litigation involving the records or the subject matter of the records.
- (5) Transfer, in the event there is indicated a violation or potential violation of a statute, regulation, rule, order or license, whether civil, criminal or regulatory in nature, to the appropriate agency or agencies, whether Federal, State, local or foreign, charged with the responsibility of investigation or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, order or license violated or potentially violated.

EFFECT OF NOT PROVIDING INFORMATION - If you do not furnish all the information required by this form, your application may be rejected.



5500 - NONSALE DISPOSALS

Illustration 2, Page 1  
Form 4115-19  
(.06G)

5500 - NONSALE DISPOSALS

Cooperative Agreement  
Range Improvements and Conservation  
Practices

Form 4115-19  
(June 1974)  
(formerly 7330-7)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
  
COOPERATIVE AGREEMENT  
RANGE IMPROVEMENTS AND CONSERVATION  
PRACTICES

OFFICE USE ONLY

Expires	EXTENDED TO 10-1-79
Job Number(s)	
Job Name(s)	

1. I, (We) TENDER D. FOOT of 1234 HARD ROCK LANE  
WOLF CR., UTAH  
of  
of  
and

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, and the National Soil Conservation Act (16 U.S.C. 590a-q(1)), as amended, do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the public lands and of the cooperator(s).

2. The improvements known as the MAINTENANCE OF FENCE LINE

will be  are located upon: 1/4 Sec(s) NW 1/4 SW 1/4 SEC. 25 T. 32S.  
R. 10W. DUKE Meridian,  
County of DUKE, State of NEVADA

3. IT IS MUTUALLY AGREED:  
(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

NAME(S) OF COOPERATOR(S)	ITEMS	TOTAL COST OR VALUE
<u>TENDER D. FOOT</u>	<u>400 FENCE POSTS</u>	<u>\$ 40.00</u>
<b>BUREAU OF LAND MANAGEMENT</b>		
AGGREGATE COST		<u>\$ 40.00</u>

(See instructions on last page)

## 5500 - NONSALE DISPOSALS

Illustration 2, Page 2  
Form 4115-19

### 5500 - NONSALE DISPOSALS

#### Cooperative Agreement Range Improvements and Conservation Practices

(b) Upon notice from the authorized officer of the Bureau, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3(a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the authorized officer and shall be pursued with diligence until completed.

4(a) The cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the authorized officer shall do the necessary work promptly. If work is not performed as necessary, the authorized officer shall notify the cooperator(s) and specify a period within which to complete the work as required.

(b) In event the cooperator(s) default in the repair and maintenance of the improvements the authorized officer may do or cause such work to be done for and in behalf of the cooperator(s); and the necessary cost and expense thereof shall become a charge and obligation upon and shall be paid by the cooperator(s). It is further understood in case of default that any permit, license, or lease may be cancelled and may not be renewed or extended or any assignment thereof may not be approved unless and until all charges and costs owed by the cooperator(s) hereunder shall have been paid; and provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the result of fault or negligence of the cooperator(s) as determined by the authorized officer.

#### 5. IT IS FURTHER AGREED:

(a) Title to the said improvements in place, together with all labor and materials furnished by either party and used in the construction and maintenance thereof, shall be in the United States of America. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the authorized officer; such removal shall be made by the cooperator(s), or by the Bureau at its option. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, shall be available for distribution to the parties then subject to this agree-

ment in proportion to the actual amount of their respective contributions to the initial construction of the improvements. The parties shall take possession and remove their portion of the salvaged materials within ninety (90) days after first notification in writing that such material is available; upon failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(b) During the course of salvaging material, the United States assumes no responsibility for the protection or preservation of said material.

6. If the cooperator(s) shall assign or transfer his interest in any grazing permit, license, or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the cooperator(s) may include in such assignment or transfer his interest in this Cooperative Agreement, including his right to the use of the improvements and to his proportionate share of the salvageable material. Before the assignee or transferee will be recognized as successor to the cooperator(s)'s interest hereunder, such assignee or transferee will be required by the authorized officer to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.

7. The cooperator(s) use of the improvements will be in conformance with the regulations and any stipulations of a permit, license, or lease.

8. This agreement shall not accord to cooperator(s) any preference, privilege, or consideration with respect to any permit, license, or lease not expressly provided herein or in the rules and regulations governing such permit, license, or lease.

9. Items 2, 3, and 4(a) of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof.

10. This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. A copy of this order may be obtained from the authorized officer.

11. This agreement shall remain in full force and effect until \_\_\_\_\_, 19\_\_\_\_, unless (1) sooner terminated by mutual written consent of the parties, or (2) is terminated by the authorized officer after notice in writing because of the cooperator(s) default or violation, or (3) is terminated by the authorized officer after notice in writing because the improvements are not compatible with adopted land use plans or classification under the public land laws.

5500 - NONSALE DISPOSALS

Illustration 2, Page 3  
Form 4115-19

5500 - NONSALE DISPOSALS

Cooperative Agreement  
Range Improvements and Conservation  
Practices

12. Special conditions

ALL FENCE POSTS SHALL BE CUT IN SEC. 33 T. 29 S. R4W  
RENO MERIDIAN

ALL FENCE POSTS SHALL BE CUT ONLY FROM JUNIPER TREES OF  
4" STUMP DIAMETER OR LESS. TREES SHALL BE CUT  
AT GROUND LEVEL.

COOPERATOR(S)

THE UNITED STATES OF AMERICA

TENDER D. FOOT

6-1-79

(Signature)

(Date)

State of NEVADA

(Signature)

(Date)

District CARSON CITY

(Signature)

(Date)

By B. G. FORESTER  
(Signature)

(Signature)

(Date)

D.M.

(Title)

(Signature)

(Date)

6-1-79

(Date)

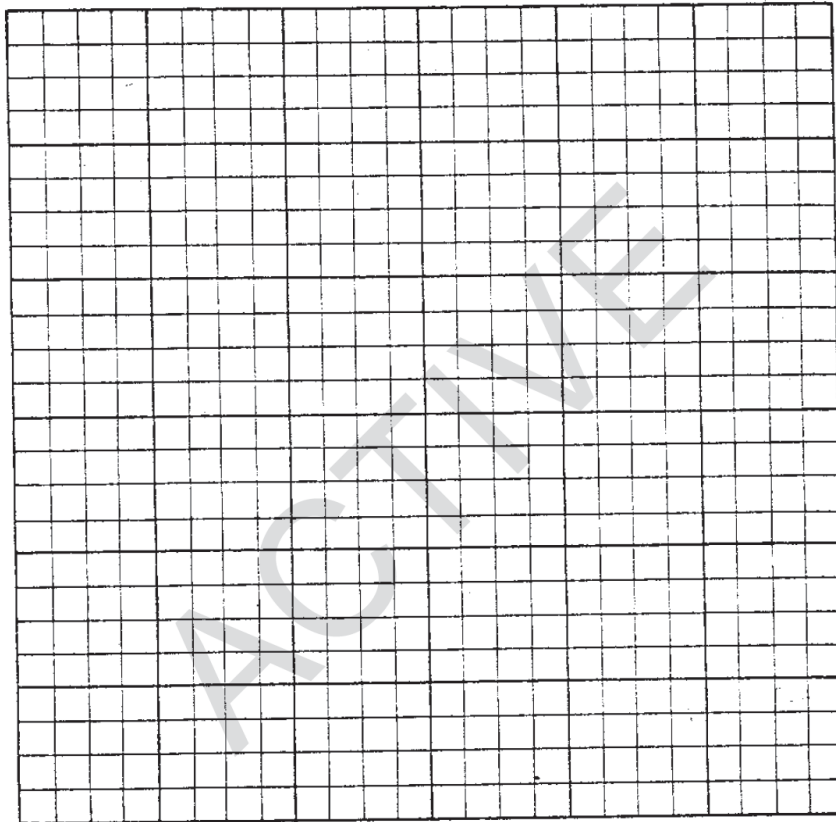
# 5500 - NONSALE DISPOSALS

Illustration 2, Page 4  
Form 4115-19

5500 - NONSALE DISPOSALS

Cooperative Agreement  
Range Improvements and Conservation  
Practices

LOCATION PLAT



Scale: inches equals one mile

INSTRUCTIONS - Cooperator(s) to receive original, and one copy each to the District case or lease file and District job file.