



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

March 25, 2025

In reply refer to: FOIA #BPA-2024-03573-F

SENT VIA EMAIL ONLY TO: PII REMOVED

Louise Stark

PII
REMOVED

Dear Ms. Stark,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on September 16, 2024, and formally acknowledged on October 9, 2025.

Request

You seek, "...specific information as it pertains to a Decision Memo issued to BPA by the Salmon Challis National Forest for a project called the "Grouse Peak South Communications Facility Project." The project was signed by Charles Mark on 7/2/18. [I seek,]

- 1.) ... the 30-year Special Use (Non-Recreational) Permit which authorizes BPA for Construction and Occupancy / Use of Forest Service lands and issued by the USFS. This would be a new Permit (not a renewal) as BPA historically never had an SUP for this site and likely leases access from the State of Idaho-Military to occupy their current site. [And]
- 2.) ... any Special Use Amendments to the Permit as approved by the Authorizing Officer - Challis Ranger District, Salmon Challis National Forest. [And]
- 3.) ... any Public Comments BPA received from their 8-28-23 Categorical Exclusion for the same project called "Tectonic Radio Tower Installation". Please include any such "Public Scoping Announcements" done by BPA providing Notice to existing Permittees, both Recreational and Non-Recreational, around August 2023 at which time BPA's Categorical Exclusion was signed. [And]
- 4.) ... a link to the current "Memorandum of Understanding" signed by Bonneville Power Administration and the Salmon Challis National Forest. This project is located in Custer County, Idaho."

Scope Limitations

Via email exchanges you had with agency personal on November 14, 2024, you agreed that, “The responsive BPA records set may EXCLUDE all names of third-party commercial information submitters; and EXCLUDE all financial information belonging to any third-party commercial information submitters.”

BPA understands that your primary focus is learning whether USFS followed their processes in re the Grouse Peak South Communications Facility Project, and that you are not interested in receiving any specific project funding or project cost information. The agency appreciates your guidance.

Response

BPA has searched for and gathered 165 pages of responsive agency records from knowledgeable personnel in the agency’s Environmental Planning & Analysis, Regional Relations, Real Property Field Services, Transmission Project Management, and General Counsel offices. In regards to part three of your request, knowledgeable personnel in Environmental Planning & Analysis report that BPA did not seek public comment on the Categorical Exclusion, but made it available on the external BPA website.

The responsive records accompany this communication, with the following redactions applied:

3 redactions applied under 5 U.S.C. § 552(b)(6) (Exemption 6)

You’ll find a detailed explanation of the applied exemptions below.

Explanation of Exemptions

The FOIA generally requires the release of all agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains FOIA’s nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

Exemption 6

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in the release of the information redacted under Exemption 6—specifically, signatures. This information sheds no light on the executive functions of the agency and BPA finds no overriding public interest in its release. BPA cannot waive these redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and

release nonexempt information. The agency has determined that in certain instances partial disclosure is possible and has accordingly segregated the records into exempt and non-exempt portions.

Fees

There are no fees associated with processing your FOIA request.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search, the redactions applied thereto, and the records release described above.

Appeal

Note that the records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final records release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication or the status of your FOIA request may be directed to James King, FOIA Public Liaison, at jjking@bpa.gov or 503-230-7621. Questions may also be directed to E. Thanh Knudson, Case Coordinator (ACS Staffing Group), at 503-230-5221 or etknudson@bpa.gov.

Sincerely,

Candice D. Palen
Freedom of Information/Privacy Act Officer

[Attachments / Enclosures: Agency records responsive to FOIA request BPA-2024-03573-F accompany this communication.](#)



Scoping Announcement

Bonneville Power Administration Grouse Peak South Communications Site Project

Salmon-Challis National Forest

Challis-Yankee Fork Ranger District, Custer County, Idaho

Challis-Yankee Fork Acting District Ranger Jared Whitmer is analyzing the effects of a proposal to issue a communication site lease to Bonneville Power Administration (BPA) at the existing Grouse Peak South Communications Site located 7.5 miles east of Challis, Idaho. BPA proposes to construct a new 100-foot self-supporting tower/structure with panel antennas and microwave dishes attached. A 20-foot x 52-foot equipment shelter would be installed, along with two (2) 2,000 gallon propane tanks to provide for emergency back-up power. No exterior lighting that would be visible from Round or Pahsimeroi Valley would be allowed. Acting Ranger Whitmer is requesting public comment on the issuance of this lease. If approved, the communication site lease would be issued under authority of the Federal Land Policy Management Act for a term of 30 years. The Grouse Peak South Communications Site is located in the NE 1/4 Section 22, T14N, R20E, Boise Principal Meridian.

BPA currently operates a communication facility in a building owned by the State of Idaho – Military Division. BPA is proposing to upgrade their Grouse Peak radio station by constructing an additional radio tower at the site. The upgrade is needed because the existing ultra-high frequency (UHF) radio systems are at the end of their life and need to be replaced with microwave radios. The existing State of Idaho tower and equipment building are at capacity.

Under the Proposed Action, the Responsible Official could issue a Special Use Lease for a term of 30 years authorizing a new radio tower facility at Grouse Peak South to BPA. The authorization would specify any necessary actions by the lease holder to protect the environment from degradation, and to prevent, or address adverse effects to any resource.

The responsible official made a preliminary assessment that this proposal falls within a category of actions excluded from documentation in an Environmental Assessment (EA) or Environmental Impact Statement (EIS). There do not appear to be any extraordinary circumstances that would preclude use of category 36 CFR 220.6 (e)(3), "Approval, modification, or continuation of minor special uses of National Forest System lands that require less than five contiguous acres of land. (vi) Approving an additional telecommunication use at a site already used for such purposes."

At this time no adverse effects to any extraordinary circumstances have been identified. If the proposed action is categorically excluded from documentation in an EA or an EIS, a decision memo will be prepared and the decision will not be subject to administrative review (appeal or pre-decisional objection) pursuant to 36 CFR 218.23(a).

Additional information about this project and the proposed action can be obtained by contacting Beth Belanger, Environmental Protection Specialist at BPA, babelanger@bpa.gov, 503-230-7579, or Gail Baer, Lands Program Manager, gbaer@fs.fed.us, 208-756-5128, 1206 So. Challis St, Salmon, ID 83467.

How to Comment: To be most effective in the analysis process, comments should be received within 30 days from the publication of this announcement. Comments can be addressed to the Salmon-Challis National Forest, Supervisors Office ATTN: Gail Baer, 1206 So. Challis St., Salmon, ID 83467, or sent electronically to comments-intermtn-salmon-challis-challis-yankee-fork@fs.fed.us. Electronic comments must be submitted in plain text or another format compatible with Microsoft Word. Comments may also be delivered to the above address during regular business hours of 8:00 am to 4:30 pm Monday-Friday. Comments can also be submitted by phone at 208-756-5128 or FAX to 208-756-5151.

Written comments received in response to this solicitation, including names and addresses of those who comment, will be considered part of the public record for this proposed action, and will be available for public inspection.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BONNEVILLE POWER ADMINISTRATION
UNITED STATES DEPARTMENT OF ENERGY
AND THE
UNITED STATES FOREST SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

BPA/ FS 2017 MOU

ERRATA

APPENDIX B

FLPMA PERMIT

Per email from Ellen Hornstein (OGC USDA) to Annette Talbott (OGC BPA) dated 2/6/17 these corrections were discovered as forms were being prepared for OMB approval package:

Document wide - formatting anomalies corrected including but not limited to indentation changes, removal of extra spaces and extra periods - (no substantive change in text)

Page 6, first clause – inserted [number] in blank space so it reads: "... an imminent threat when it is within [number] feet or less of the transmission facilities."

Page 12 - deleted duplicate text on page 12: "Under the 2001 ROD and associated Environmental Impact Statement, the federal holder's routine maintenance of the transmission facilities, routine cycle vegetation maintenance, and road improvement/road maintenance, as defined in Appendix A of this permit, are not subject to the requirement to conduct pre-disturbance surveys under this clause."

Per email exchange between Ellen Hornstein (OGC USDA) and Annette Talbott (OGC BPA) dated 2-16/17 and 2/21/17 the following corrections are necessary so to correct references in Appendix A Definitions (Note: The same document is Appendix A in three documents that are part of the MOU – 1) The MOU, 2) The FLPMA Permit (which is Appendix B to the MOU) and 3) the Operating Plan (which is Appendix F to the MOU).

Appendix A – Section E.2, references to Section B and C should be to sections 4 and 5 so that it reads:

2. Construction or Construction Activity or Project. An activity or project involving any of the terms defined in paragraphs E.4 and E.5 and not including new construction.

Memorandum of Understanding

between the

Bonneville Power Administration
United States Department of Energy

and the

United States Forest Service
United States Department of Agriculture

Regarding Transmission Facilities and Access to Those Facilities on National Forest System Lands

The Bonneville Power Administration, United States Department of Energy (Bonneville), and the United States Forest Service (Forest Service), United States Department of Agriculture, collectively “the parties,” hereby enter into this memorandum of understanding (MOU) regarding authorization of Bonneville’s transmission facilities and access to those facilities on lands managed by the Forest Service (National Forest System or NFS lands).

The following appendices are incorporated into this MOU:

A – Definitions

B – FLPMA Permit

C – Forms FS-7700-40, FS-7700-40a, FS-7700-40b, Road Use Permit for Federal Entities, FS-7700-41, and FS-7700-48

D – Cost Recovery Agreement
E – CRGNSA Consistency Checklist
F – Road Maintenance and Road Project Agreement
G – Road Use Instruments

A. BACKGROUND

1. Pre-1960 Permits

Before 1960, the Forest Service generally used a special use permit to authorize Bonneville's transmission facilities and access roads on NFS lands.

2. Historical MOUs

In 1960, the Forest Service and Bonneville entered into an historical MOU to locate, construct, operate, and maintain transmission facilities and access roads on NFS lands in the Pacific Northwest Region of the Forest Service (Region 6). The 1960 historical MOU provides for issuance of a supplement for each transmission facility covered by that MOU. Bonneville refers to the 1960 historical MOU as BPA File #17530. In 1965, the agencies executed an amendment to the 1960 historical MOU, which established coordination protocols and procedures for the 1960 historical MOU. This amendment is referred to as Amendment #1 and is contained in BPA File #17530.

In 1966, the Forest Service and Bonneville entered into another historical MOU covering additional facilities (communications uses and hydrological facilities, as well as transmission facilities and access roads) and covering two additional Forest Service regions, the Northern and Intermountain Regions (Regions 1 and 4), as well as Region 6. The 1966 historical MOU is located in BPA File #75985.

The Forest Service and Bonneville entered into two subsidiary historical MOUs implementing the 1966 historical MOU. The first subsidiary historical MOU, executed in 1967, addresses transmission facilities and access roads on NFS lands and provides for issuance of a supplement for each transmission facility and access roads covered by that MOU. The second subsidiary historical MOU was executed in 1969 and addresses communications uses and hydrological facilities on NFS lands. These subsidiary historical MOUs are also located in BPA File #75985.

In 1974, the Forest Service and Bonneville entered into another historical MOU covering transmission facilities in the states of Idaho, Montana, Oregon, Washington, and Wyoming. Bonneville refers to the 1974 historical MOU as BPA File #49834. The parties also executed a subsidiary historical MOU on the same day setting forth procedures for implementing the 1974 historical MOU in Regions 1, 4, and 6. The 1974 subsidiary historical MOU provides for issuance of land use grant instrument (LUGIs) for each transmission facility covered by that MOU. Bonneville also refers to the 1974 subsidiary historical MOU as BPA File #49834. In 1983, the agencies agreed by letter to add the Forest Service's Pacific Southwest Region (Region 5) to the 1974 subsidiary historical MOU.

3. Legal Effect of Pre-1960 Permits, Historical MOUs and Supplements, and LUGIs

A pre-1960 permit; the 1960, 1966, or 1967 historical MOU in combination with a supplement; or a LUGI issued under the 1974 historical MOU constitute a special use authorization for Bonneville's transmission facilities and access roads on NFS lands.

Title V of the Federal Land Policy and Management Act (FLPMA) of 1976, 43 U.S.C. §§ 1761-1771, is the Forest Service's current authority for issuing special use authorizations for transmission facilities on NFS lands. FLPMA does not have the effect of terminating any preexisting special use authorizations, including a pre-1960 permit, a LUGI, or an historical MOU and supplement. 43 U.S.C. § 1769(a). Therefore, Bonneville's pre-1960 permits, LUGIs, and special use authorizations consisting of an historical MOU and a supplement issued before or after enactment of FLPMA remain in effect until they are converted to the FLPMA permit attached as Appendix B to this MOU and its appendices (FLPMA permit).

4. Effect of this MOU on the Pre-1960 Permits, Historical MOUs and Supplements, and LUGIs

The coordination protocols and procedures in this MOU and Appendix B to the FLPMA permit regarding Bonneville's activities and projects for its transmission facilities and access roads on NFS lands supersede any corresponding coordination protocols and procedures in the 1960, 1966, 1967, and 1974 historical MOUs with regard to all Bonneville's transmission facilities and access roads on NFS lands. The right to use and occupy NFS lands granted under LUGIs and historical MOUs in combination with a supplement remains in effect until superseded by the right to use and occupy NFS lands granted under the FLPMA permit.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

1. The Forest Service is charged by Acts of Congress with the responsibility for managing NFS lands and the duty to manage, maintain, and protect NFS lands and resources in accordance with the present and future public good.
2. Bonneville by Acts of Congress is a federal power marketing administration authorized to construct, operate, and maintain transmission facilities and operates and currently maintains approximately 2,250 miles of transmission facilities and 1,300 miles of access roads on NFS lands in Regions 1, 4, 5, and 6.
3. The relationship between the parties has extended over 75 years.
4. Congress has changed the roles and responsibilities of the parties such that there is a substantial need to modernize the special use authorizations for Bonneville's transmission facilities and access roads on NFS lands to assure effective planning, cooperation, and coordination for administering Bonneville's use and occupancy of NFS lands for transmission facilities and for Bonneville's activities conducted under its special use authorizations and to allow Bonneville to operate and maintain a reliable electric transmission system on NFS lands in Regions 1, 4, 5, and 6.

5. Both parties must follow federal environmental law and can more effectively utilize their resources by fully cooperating and coordinating in connection with their respective planning and environmental reviews and other aspects of Bonneville's use and occupancy of NFS lands for transmission facilities and the Forest Service's authorization and administration of that use and occupancy.
6. Good public policy dictates federal agencies with an ongoing relationship regarding federal land use and federal land management should proactively address interagency issues and avoid duplication of efforts by agreeing on interagency procedures and courses of action.

C. AUTHORITIES

1. The Forest Service's authority for entering into this MOU is Title V of FLPMA, 43 U.S.C. §§ 1761-1771.
2. Bonneville's authority for entering into this MOU is the Bonneville Project Act of August 20, 1937, as amended, 16 U.S.C. § 832 *et seq.*; the Federal Columbia River Transmission System Act of October 18, 1974, as amended, 16 U.S.C. § 838 *et seq.*; the Department of Energy Organization Act of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act of December 5, 1980, as amended, 16 U.S.C. § 839 *et seq.*

D. PRINCIPAL CONTACTS

The following are the principal contacts for this MOU:

Forest Service:

Region 1 Lands Special Uses Program Manager
406-329-3110

Region 4 Lands Special Uses Program Manager
801-625-5141

Region 5 Director of Public Services
707-562-8856

Region 6 Lands Special Uses Program Manager
503-808-2458

Bonneville:

Bonneville Realty Officer – TER
503-230-5520 or 503-230-3000 (BPA Operator)

Bonneville Vegetation Management, Supervisory Natural Resources Specialist – TFBV
360-418-2987 or 503-230-3000 (BPA Operator)

Bonneville Federal Lands Liaison (Constituent Account Executive), Regional Relations,
Intergovernmental Affairs (DIR/DI)
503-230-3758 or 503-230-3000 (BPA Operator)

E. THE FOREST SERVICE WILL:

1. Recognition of Existing Special Use Authorizations. Agree that all Bonneville's existing special use authorizations for transmission facilities and access roads on NFS lands in Regions 1, 4, 5, and 6, including pre-1960 permits, LUGIs, and authorizations consisting of the 1960, 1966, or 1967 historical MOU and a supplement, continue to be valid until they are replaced with the FLPMA permit. Appendices to the FLPMA permit include but are not limited to:
 - Appendix A – Definitions (which is the same as Appendix A of this MOU)
 - Appendix B – Federal Holder Activities and Projects
 - Appendix C – Maps and Legal Description, Surveys, Plats, Site Plans, and Engineering Drawings of the Permit Area
 - Appendix D – List and Location of Federal Holder Access Roads and Trails and National Forest System Roads and Trails Used by the Federal Holder
 - Appendix E – List and Location of Structures
 - Appendix F – Operating Plan for FLPMA Permit
 - Appendix G – List of Superseded Authorizations
2. Authorization of New Transmission Facilities. Subject to the requisite environmental analysis, issue the FLPMA permit for any new transmission facilities and federal holder access roads and trails constructed by Bonneville on NFS lands.
3. Transmission Facilities Without a Special Use Authorization. Subject to the requisite environmental analysis, and as soon as practicable from the date of execution of this MOU, issue the FLPMA permit for any of Bonneville's existing transmission facilities on NFS lands that do not have a special use authorization.
4. Conversion of Existing Special Use Authorizations During Rebuilds or Upgrades or Upon Termination of the Authorization. Subject to the requisite environmental analysis, convert existing special use authorizations for Bonneville's transmission facilities and access roads on NFS lands in Regions 1, 4, 5, and 6 to the FLPMA permit when the corresponding transmission facilities are or have recently been rebuilt or upgraded or when the authorizations terminate, if applicable.
5. Conversion of Existing Special Use Authorizations in Other Contexts. For Bonneville's transmission facilities on NFS lands in Regions 1, 4, 5, and 6 that are not being or have not recently been rebuilt or upgraded and whose authorization is not subject to termination, work with Bonneville to convert, subject to the requisite information gathering and environmental analysis and budget

constraints, the corresponding special use authorizations to the FLPMA permit as soon as practicable from the date of execution of this MOU.

6. Forest Service Response to Bonneville's Proposed Activities. Use Appendix B of the FLPMA permit, Federal Holder Activities and Projects, at the local level to guide the Forest Service's response to Bonneville's planned activities and proposed projects in connection with all its transmission facilities on NFS lands, including those authorized by a pre-1960 permit, LUGI, or historical MOU and supplement.
7. Road Use Permits. When a road project agreement is not in place, use the appropriate road use permit in accordance with Appendix G, Road Use Instruments, to authorize Bonneville's or Bonneville's contractors' use of an NFS road that would otherwise be in violation of a traffic rule in effect for the NFS road, such as hauling where that use is otherwise restricted or use of an NFS road that is closed to the public.
8. Forest Service Liaison. To promote interagency cooperation and efficiency in connection with Bonneville's activities and projects regarding its transmission facilities on NFS lands, select a Forest Service employee to work as a liaison when Bonneville has agreed to enter into an agreement with the Forest Service to fund the liaison.
9. Transmission Facilities Traversing Multiple Administrative Units. When Bonneville's transmission facilities traverse multiple administrative units, designate a lead administrative unit to coordinate with Bonneville, typically the administrative unit that is impacted the most by the transmission facilities.
10. Prescribed Burns. Coordinate with Bonneville prior to conducting a prescribed burn in any of Bonneville's transmission facility rights-of-way (ROWs) on NFS lands in Regions 1, 4, 5, and 6, and take appropriate precautions to prevent a prescribed burn conducted outside a Bonneville transmission facility ROW on NFS lands from moving inside the transmission facility ROW.
11. Safety Precautions For Timber Sale Operations Near Bonneville's Transmission Facilities. When preparing a package for a timber sale near Bonneville's transmission facilities on NFS lands, include the following language in the associated National Environmental Policy Act document, timber sale prospectus, and timber sale contract:

No sale operations are allowed within 250 feet of Bonneville Power Administration's (BPA) transmission facility right-of-way without 60 days prior written notice to BPA and review of and compliance with BPA's safety plan for the transmission facilities. Written notice should be given to Manager, TFBV-DOB-1, Vegetation / Access Roads, Bonneville Power Administration, P.O. Box 3621, Portland, OR 97208, who may also be contacted at (503) 230-3000.

F. BONNEVILLE WILL:

1. Authorization of New Transmission Facilities. Subject to the requisite environmental analysis, accept the FLPMA permit for any new transmission facilities constructed by Bonneville on NFS lands.
2. Transmission Facilities Without a Special Use Authorization. Subject to the requisite environmental analysis and as soon as practicable from the date of execution of this MOU, accept the FLPMA permit for any of Bonneville's existing transmission facilities on NFS lands that do not have a special use authorization.
3. Conversion of Existing Special Use Authorizations During Rebuilds or Upgrades or Upon Termination of the Authorization. Subject to the requisite environmental analysis, agree to the conversion of existing special use authorizations for Bonneville's transmission facilities on NFS lands in Regions 1, 4, 5, and 6 to the FLPMA permit when the corresponding transmission facilities are or have recently been rebuilt or upgraded or when the authorizations terminate, if applicable, and conduct the requisite environmental analysis for the conversions in conjunction with the environmental analysis for the rebuilds or upgrades or reissuance of the authorization.
4. Conversion of Existing Special Use Authorizations in Other Contexts. For Bonneville's transmission facilities on NFS lands in Regions 1, 4, 5, and 6 that are not being or have not recently been rebuilt or upgraded and whose authorization is not subject to termination, work with the Forest Service to convert, subject to the requisite information gathering and environmental analysis and budget constraints, the corresponding special use authorizations to the FLPMA permit as soon as practicable from the date of execution of this MOU.
5. Information Gathering and Sharing. Within one year of execution of this MOU, complete the collection of information regarding the location and authorization of all Bonneville's transmission facilities on NFS lands, including copies of Bonneville's existing special use authorizations for transmission facilities on NFS lands and any supporting environmental analysis, and share that information with the Forest Service.
6. Minimization of Adverse Impacts. In planning activities and projects on NFS lands, give full recognition to the need to minimize adverse impacts on those lands and to maintain Bonneville's transmission facility ROWs on NFS lands in a manner that minimizes those impacts.
7. Notice to the Forest Service of Bonneville's Planned Activities and Proposed Projects. Use Appendix B of the FLPMA permit at the local level to determine the requisite notice to the Forest Service of Bonneville's planned activities and proposed projects in connection with all its transmission facilities on NFS lands, including the information needed by the Forest Service to respond to the notice.

8. Applications for Permits for Use of Roads, Trails, or Areas Restricted by Regulation or Order and Applications for Road Use Permits.
 - a. Applications for Permits for Use of Roads, Trails, or Areas Restricted by Regulation or Order. Use Forest Service Form FS-7700-40, Application for Permits for Use of Roads, Trails, or Areas Restricted by Regulation or Order, to apply for a permit for Bonneville's motor vehicle use of an NFS road or NFS trail that is not designated for that use or have Bonneville's contractors use this form to apply for this permit.
 - b. Applications for Road Use Permits. Use Forest Service form FS-7700-40 and, as applicable, Forest Service Form FS-7700-40a, Commercial Use Attachment to Application for a Permit for Use of Roads Restricted by Regulation or Order, and Forest Service Form FS-7700-40b, Oversize Vehicle Attachment to Application for a Permit for Use of Roads Restricted by Regulation or Order, for a road use permit for Bonneville's hauling on an NFS road where that use is otherwise restricted, use of an NFS road that is closed to the public, or use of an NFS road that would otherwise be in violation of a traffic rule in effect for the road or have Bonneville's contractors use this form to apply for this permit.
 - c. Application Forms and Guidance on Their Use. Forms FS-7700-40, FS-7700-40a, and FS-7700-40b are included in Appendix C of this MOU. See Appendix G of this MOU for guidance on when road use permits and permits for use of roads, trails, or areas restricted by regulation or order are required.
9. Payment and Disposal of Timber. Except for timber subject to a reservation for which Bonneville has already paid the prior landowner, dispose of timber meeting utilization standards that is cut or destroyed in connection with any of Bonneville's transmission facility ROWs on NFS lands in Regions 1, 4, 5, and 6 in accordance with and for the purposes set forth in Forest Service regulations at 36 CFR 223.2. Specifically, trees, portions of trees, or other forest products in any amount on NFS lands may be disposed of for Forest Service administrative use per 36 CFR 223.2(a)-(e), by sale, or without charge, as may be most advantageous to the United States, as determined by the Forest Service, subject to the maximum cut fixed in accordance with established policies for management of the national forests.
10. Forest Service Liaison. Biannually evaluate whether Bonneville's budget and the planned activities and proposed projects in connection with its transmission facilities on NFS lands in Regions 1, 4, 5, and 6 enable it to fund a Forest Service liaison for those activities and projects under a negotiated agreement.
11. Technical Engineering Advice. Continue to provide technical engineering advice to the Forest Service regarding activities and projects for Bonneville's transmission facilities on NFS lands.

G. THE FOREST SERVICE AND BONNEVILLE WILL:

1. Transmission Facilities Without a Special Use Authorization. As soon as practicable from the date of execution of this MOU, execute the FLPMA permit for any of Bonneville's transmission facilities on NFS lands that do not have a special use authorization.
2. Conversion to the FLPMA Permit.
 - a. Conversion List and Schedule. Within 2 years of execution of this MOU, and based on the information gathered on authorization of Bonneville's transmission facilities on NFS lands and the supporting environmental analysis, prepare a list of Bonneville's existing special use authorizations to be converted to the FLPMA permit, including pre-1960 permits, LUGIs, and authorizations consisting of the 1960, 1966, or 1967 historical MOU and a supplement, and develop a schedule for converting authorizations in the list in 5-year increments. Update the list of authorizations as needed, and review and update the conversion schedule annually.
 - b. Priorities for Conversion.
 - (1) Expired Authorizations. Prioritize conversion of expired special use authorizations for Bonneville's transmission facilities.
 - (2) Rebuilds and Upgrades. Prioritize conversion of special use authorizations for Bonneville's transmission facilities that will be rebuilt or upgraded or that have recently been rebuilt or upgraded.
 - (3) Transmission Facilities Near Rebuilds and Upgrades. When Bonneville is proposing to rebuild or upgrade a transmission facility and there is another transmission facility in the same ROW or near that ROW that is not being rebuilt or upgraded or that has already been rebuilt or upgraded, discuss the efficiency of converting the authorizations for both transmission facilities to the FLPMA permit.
 - (4) Land Management Plan Revisions. Before a land management plan is revised for a national forest traversed by Bonneville's transmission facilities, coordinate regarding potential designation of the NFS lands traversed by the transmission facilities as a utility corridor and, if practicable, address conversion to the FLPMA permit in the environmental analysis for the utility corridor.
 - (5) Other Contexts. Subject to the requisite information gathering and environmental analysis and budget constraints, convert Bonneville's existing special use authorizations for transmission facilities on NFS lands in Regions 1, 4, 5, and 6 that are not being or have not recently been rebuilt or upgraded and whose authorization is not subject to termination to the FLPMA permit as soon as practicable from the date of execution of this MOU.
3. Coordination on Planning. Coordinate with each other and with other affected land management agencies from the earliest stage of transmission planning so that transmission facilities can be located, designed, constructed, rebuilt, upgraded, and maintained on NFS lands to meet transmission needs and protect NFS lands and resources.

4. Coordination on Environmental Compliance. To minimize duplication and foster efficiency, coordinate on required environmental analysis for Bonneville's transmission facilities on NFS lands, including environmental analysis that can be utilized for conversion of Bonneville's existing special use authorizations to the FLPMA permit. As soon as practicable after this MOU is executed and as often as needed, meet to discuss ways to efficiently convert Bonneville's existing special use authorizations to the FLPMA permit while conducting any necessary environmental analysis, such as building on Bonneville's Transmission System Vegetation Management Program Final Environmental Impact Statement (FEIS) (June 2000) (DOE/EIS-0285), https://www.bpa.gov/efw/Analysis/NEPADocuments/Pages/Vegetation_Management.aspx, and project-level analyses for Bonneville's transmission facilities on NFS lands. All environmental analysis described in this MOU will comply with the National Environmental Policy Act and other applicable law.
5. Coordination for Bonneville's Activities and Projects in the Columbia River Gorge National Scenic Area (CRGNSA).
 - a. Parties' Roles. Agree that pursuant to the CRGNSA Act (Act), 16 U.S.C. §§ 544–544p, the Forest Service has various responsibilities and authorities within the CRGNSA, which was established by the Act. Agree that under section 14(d) of the Act, 16 U.S.C. § 544l(d), federal agencies having responsibilities within the CRGNSA must exercise those responsibilities consistent with the Act, as determined by the Forest Service. Agree that section 17 of the Act identifies various savings provisions, one of these being section 17(a)(6), 16 U.S.C. 544o(a)(6), which states that nothing in the Act shall "affect or modify the ability of the Bonneville Power Administration to operate, maintain, and modify existing transmission facilities" within the CRGNSA.
 - b. Consistency Checklist. In light of these provisions of the Act, agree that for each of its planned activities in the CRGNSA, Bonneville will submit to the Forest Service a completed consistency checklist using Appendix E of this MOU.
 - c. Guidelines for Consistency Determinations. Agree to meet within a year of execution of this MOU to discuss development of guidelines for determining which Bonneville activities and projects fall within the scope of the Bonneville savings provision in section 17(a)(6) of the Act and which Bonneville activities and projects fall outside of its scope, with the objective of reaching agreement on these guidelines within 2 years of execution of this MOU. In developing these guidelines, agree that the terminology and categories for Bonneville's activities and projects contained in Appendix B of this MOU do not govern the parties' interpretation of the scope of the Bonneville savings provision in the Act.
6. Documentation of Routine Cycle Vegetation Maintenance. Agree that Bonneville will document the schedule and work performed for routine cycle vegetation maintenance in an appendix to the operating plan for the FLPMA permit, provided that the Forest Service, in consultation with Bonneville, may revise the timing during the scheduled year of routine cycle vegetation maintenance on a case-specific basis as needed to minimize adverse environmental effects.
7. Meetings. Meet annually at a minimum, including as attendees the Forest Service Liaison, if that position is funded; the Forest Service Washington Office Energy Specialist; the Bonneville Federal Lands Liaison (Constituent Account Executive), if that position is filled; and Bonneville Realty,

Roads, Project Management, and Environment Staff, to discuss current and long-range transmission programs and NFS programs in as much detail as possible to provide maximum opportunity for interagency coordination. More frequent meetings may be scheduled at the regional level, by agreement of the parties and with appropriate local or regional technical staff, as needed for particular activities or projects in connection with Bonneville's transmission facilities on NFS lands.

8. Cost Recovery. In accordance with 43 U.S.C. § 1764(g) and 36 CFR § 251.58, and using Appendix D of this MOU as a master category 5 cost recovery agreement at the regional level, enter into cost recovery agreements for processing Bonneville's special use applications and monitoring compliance with Bonneville's special use authorizations for its transmission facilities on NFS lands, including those authorized by a pre-1960 permit, LUGI, or historical MOU and supplement, as well as the FLPMA permit.
9. Road Maintenance and Road Project Agreements.
 - a. Road Maintenance Agreements. Not require a road maintenance agreement for Bonneville's use of NFS roads, unless an existing special use authorization for Bonneville's transmission facilities or a FLPMA permit involves a one-way average daily traffic count of 50 or more or use of equipment or vehicles on NFS roads that exceed the maximum load, weight, length, height, or width restrictions applicable to the state road system. If a road maintenance agreement is needed, use the template in Appendix F of this MOU, and attach the road maintenance agreement as an appendix to the existing special use authorization or FLPMA permit.
 - b. Road Project Agreements. Using the template in Appendix F of this MOU, execute a road project agreement for maintenance or reconstruction of NFS roads needed for new construction of transmission facilities, road and trail construction and reconstruction, non-routine transmission facility maintenance, or fiber optic cable installation that is conducted under an existing special use authorization for Bonneville's transmission facilities or under a FLPMA permit. Execute the road project agreement prior to initiation of the above-referenced projects, and attach it as an appendix to the existing special use authorization or FLPMA permit.
 - c. Implementation. Maintain close contact when maintenance is being accomplished under a road maintenance agreement or road project agreement to ensure that the work is consistent with the terms of the agreement. Designate a point of contact for each party for implementation of the agreement, and notify the other party of any changes in the point of contact.
 - d. Identification of NFS Roads. Ensure that NFS roads named in road maintenance agreements and road project agreements are properly described, located on a map, or otherwise identified and that there is no duplication of names, route numbers, project numbers, or other identifiers that might lead to confusion or misunderstanding.
 - e. Maintenance Plan. Ensure that road maintenance agreements and road project agreements include a maintenance plan specifying desired standards and results and any special conditions that must be met. Work performed under the maintenance plan generally will fit into one or more of the following categories:

(1) Routine maintenance, such as ditch cleaning or shaping, drainage structure cleaning, aggregate road surface maintenance and stabilization, shoulder stabilization, paved road crack sealing, paved road surface cleaning, chip and slurry sealing, and sign maintenance.

(2) Seasonal or partial maintenance.

(3) Maintenance during non-routine use, e.g., short-term, intense use during a project.

(4) Maintenance of drainage structures such as culverts, debris racks, down drains, drop inlets, end sections, and headwalls.

- f. Federal Holder's Commensurate Share. Ensure that any road maintenance and road project agreement provide for the federal holder to perform maintenance, or deposit funds sufficient to cover the cost of maintenance, commensurate with the federal holder's use of the NFS roads covered by the agreement (the federal holder's commensurate share), measured, e.g., in cubic yards or vehicle units. The federal holder's commensurate share is maintenance that is necessitated by the federal holder's use, i.e., maintenance which would not be necessary if the federal holder's use did not occur. If the same roads are covered under a road maintenance agreement, road project agreement, or a road use permit, the Forest Service shall not duplicate the commensurate share calculation for those roads.

10. Permits for Use of Roads, Trails, or Areas Restricted by Regulation or Order and Road Use Permits.

- a. Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order. Execute or, as appropriate, have Bonneville's contractors execute Forest Service Form FS-7700-48, Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order, for Bonneville's or Bonneville's contractors' motor vehicle use of an NFS road or NFS trail that is not designated for that use.
- b. Road Use Permits. Execute or, as appropriate, have Bonneville's contractors execute the appropriate road use permit in accordance with Appendix G of this MOU for hauling on an NFS road where that use is otherwise restricted, use of an NFS road that is closed to the public, or use of an NFS road in a manner that would otherwise be in violation of a traffic rule in effect for the road.
- c. Road Maintenance or Reconstruction. The Road Use Permit or Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order will address any road maintenance or reconstruction requirements for the use authorized under the permit. See Appendix G of this MOU.

11. Facilitation of Implementation of this MOU. Facilitate consistency and effectiveness in implementation of this MOU by presenting it at appropriate meetings and training sessions conducted separately by each party or jointly by the parties.

12. Training. Work together to develop and implement training at the appropriate levels of the Forest Service and Bonneville on implementation of this MOU and the FLPMA permit.

13. Review. Every 5 years, assess implementation of this MOU and revise it as needed based on that review.

H. MISCELLANEOUS PROVISIONS

1. Effective Date. This MOU becomes effective when it is fully executed and will remain in effect for 10 years, at which time it will be subject to reissuance.
2. Modifications. Modifications to this MOU must be made in writing and must be signed and dated by both parties before becoming effective.
3. Termination. This MOU may be terminated at any time in writing by the mutual consent of the parties. Upon termination of this MOU, the parties will negotiate a substitute MOU if needed. If this MOU is terminated, any existing special use authorizations for Bonneville's transmission facilities on NFS lands in Regions 1, 4, 5, and 6, including any unconverted pre-1960 permits, special use authorizations issued by virtue of an historical MOU and a supplement, and LUGIs and any FLPMA permits, will remain in effect.
4. Non-Fund-Obligating Document. This MOU is not a fiscal or fund-obligating document. Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with applicable laws, regulations, and procedures, including those governing federal procurement and printing. These endeavors will be outlined in separate written agreements by representatives of the parties and must be independently authorized by statutory authority. This MOU does not provide that authority.
5. Availability of Appropriations. Nothing in this MOU may be construed to obligate Bonneville, the Forest Service, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress.
6. Lack of Benefit to Members of Congress. Pursuant to 41 U.S.C. § 22, no member of or delegate to Congress may benefit from this MOU, either directly or indirectly.
7. Participation in Similar Activities. This MOU in no way restricts either of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
7. Obligation to Comply With Applicable Law. Nothing in this MOU abrogates the obligation of either party to comply with applicable law.
8. Conduct of Activities. With the exception of activities covered by cost recovery agreements and the funding of the Forest Service liaison, the parties will handle their own activities and use their own resources, including the expenditure of their own funds, in implementing this MOU. Each party will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds, in implementing this MOU.

9. Existing Authority. Nothing in this MOU is intended to alter, limit, or expand the parties' statutory and regulatory authority.
10. Informal Dispute Resolution. Issues concerning interpretation and programmatic implementation of this MOU generally may be raised with the appropriate Regional Forester, who will consult with the other three affected Regional Foresters to promote consistency, and Bonneville's Federal Lands Account Executive. Bonneville may request to discuss concerns arising under a special use authorization for Bonneville's transmission facilities on NFS lands through the appropriate chain of Forest Service line officers, starting with the authorized officer.
11. Supersession of Bonneville's Existing Special Use Authorizations. When an existing special use authorization for Bonneville's transmission facilities and access roads is converted to the FLPMA permit, the FLPMA permit supersedes the existing special use authorization, including any authorization consisting of a pre-1960 permit, the 1960, 1966, or 1967 historical MOU and a supplement, or a LUGI issued under the 1974 MOU.
12. Supersession of Historical MOUs With Respect to All Bonneville's Transmission Facilities and Access Roads on NFS Lands. When all of Bonneville's transmission facilities and access roads on NFS lands in Regions 1, 4, 5, and 6 are authorized by the FLPMA permit:
 - a. The 1960 historical MOU, 1967 subsidiary historical MOU, and 1974 historical MOU will be entirely superseded by this MOU, as these historical MOUs address only Bonneville's transmission facilities and access roads on NFS lands.
 - b. The 1966 historical MOU will be superseded by this MOU only with respect to Bonneville's transmission facilities and access roads on NFS lands in Regions 1, 4, and 6. The 1966 historical MOU and the 1969 subsidiary MOU will remain in effect with respect to Bonneville's communications uses and hydrological facilities on NFS lands in Regions 1, 4, and 6. Any special use authorizations for communications uses and hydrological facilities issued pursuant to the 1966 historical MOU or 1969 subsidiary MOU remain in effect until expiration, if they have a term, or until terminated by mutual agreement of the parties.
13. Signatures. This MOU may be signed in counterparts. The Regional Foresters for Regions 1, 4, 5, and 6 have authority to execute this MOU on behalf of their respective regions.

I. SIGNATORIES

By signing below, the respective agencies certify that the individuals listed in this MOU are their representatives and are authorized to act in their respective areas for matters related to this MOU.



BONNEVILLE POWER ADMINISTRATION
UNITED STATES DEPARTMENT OF ENERGY
By: Elliot Mainzer
Administrator

1/19/17

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Leanne M. Marten
Regional Forester
Northern Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Nora B. Rasure
Regional Forester
Intermountain Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Randy Moore
Regional Forester
Pacific Southwest Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: James M. Peña
Regional Forester
Pacific Northwest Region

Date

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BONNEVILLE POWER ADMINISTRATION
UNITED STATES DEPARTMENT OF ENERGY
By: Elliot Mainzer
Administrator

Date



UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE

1/13/17

Date

for By: Leanne M. Marten
Regional Forester
Northern Region

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Nora B. Rasure
Regional Forester
Intermountain Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Randy Moore
Regional Forester
Pacific Southwest Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: James M. Peña
Regional Forester
Pacific Northwest Region

Date

I. SIGNATORIES

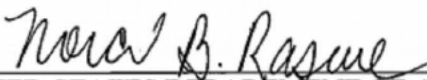
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BONNEVILLE POWER ADMINISTRATION
UNITED STATES DEPARTMENT OF ENERGY
By: Elliot Mainzer
Administrator

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Leanne M. Marten
Regional Forester
Northern Region

Date


UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Nora B. Rasure
Regional Forester
Intermountain Region

1-18-17
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Randy Moore
Regional Forester
Pacific Southwest Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: James M. Peña
Regional Forester
Pacific Northwest Region

Date

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BONNEVILLE POWER ADMINISTRATION
UNITED STATES DEPARTMENT OF ENERGY
By: Elliot Mainzer
Administrator

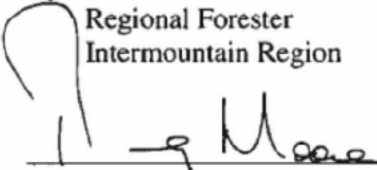
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UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Leanne M. Marten
Regional Forester
Northern Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Nora B. Rasure
Regional Forester
Intermountain Region

Date



UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Randy Moore
Regional Forester
Pacific Southwest Region

Date

1/13/17

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: James M. Peña
Regional Forester
Pacific Northwest Region

Date

I. SIGNATORIES

By signing below, the respective agencies certify that the individuals listed in this MOU are their representatives and are authorized to act in their respective areas for matters related to this MOU.

BONNEVILLE POWER ADMINISTRATION
UNITED STATES DEPARTMENT OF ENERGY
By: Elliot Mainzer
Administrator

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Leanne M. Marten
Regional Forester
Northern Region

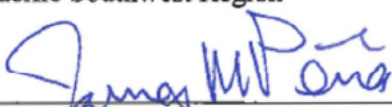
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UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Nora B. Rasure
Regional Forester
Intermountain Region

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: Randy Moore
Regional Forester
Pacific Southwest Region

Date



UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
By: James M. Peña
Regional Forester
Pacific Northwest Region

Date

1/19/2017

**REGINAL
WOODRUFF**

Digitally signed by REGINAL WOODRUFF
DN: c=US, o=U.S. Government, ou=Department
of Agriculture, cn=REGINAL WOODRUFF,
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Date: 2017.01.19 13:00:56 -0500

Reginal Woodruff, Program Manager
U.S. Forest Service

1/17/2017

Date

The authority and format of this memorandum of understanding have been reviewed and approved for signature.

**RONALD
PRESSLEY**

Digitally signed by RONALD
PRESSLEY
Date: 2017.01.17 14:40:35

U.S. Forest Service Grants and Agreements Specialist
17MU11132400-073

1/17/2017

Date

BPA/FS 2017 MOU

APPENDIX A

DEFINITIONS

The following definitions are for purposes only of this MOU and the FLPMA permit and operating plan.

A. General References

1. Conversion or Convert. The process of replacing the authorization for existing transmission facilities and federal holder access roads under an historical MOU and supplement or under a LUGI with a special use authorization for a federal entity issued under FLPMA.
2. Coordinate. To work together to seek and consider input from the other party to the FLPMA permit, including discussing and considering incorporation of that input in implementing the 2016 MOU, permit, and operating plan for the federal holder's permits for transmission facilities.
3. Historical Memorandum of Understanding (MOU). The 1960, 1966, 1967, or 1974 MOU between BPA and the FS that provide for authorization of Bonneville's transmission facilities (referred to in these MOUs as "transmission lines") and federal holder access roads (referred to as "access roads") on NFS lands.
4. Land Use Grant Instrument (LUGI). A valid but outdated special use authorization issued under the 1974 historical MOUs.
5. Special Use Authorization. A written permit, term permit, lease, or easement that authorizes use or occupancy of NFS lands and specifies the terms and conditions under which the use or occupancy may occur. *See* 36 CFR 251.51.
6. Supplement. A document which, in combination with an historical MOU, authorizes the use and occupancy of NFS lands for Bonneville's transmission facilities and federal holder access roads and which iterates the location of Bonneville's transmission facilities and federal holder access roads on NFS lands; specifications regarding vegetation management, including removal of danger trees; the reference numbers for associated drawings; the acreage involved; and the requirement for a right-of-way management plan.

B. Abbreviations

CT – Corridor Tree

CE or CX – Categorical Exclusion

DT – Danger Tree

FLPMA – Federal Land Policy and Management Act

NFS – National Forest System lands

POC – Point of Contact

ROW – Right-of-Way

SA – Supplement Analysis

C. Environmental Resources

1. National Environmental Policy Act (NEPA)

- a. Categorical Exclusion (referred to as a CX by the federal holder and a CE by the Forest Service). A category of actions which do not individually or cumulatively have a significant effect on the human environment and which are therefore exempt from requirements to prepare an environmental impact statement (Council on Environmental Quality's regulations at 40 CFR1508.4). The federal holder and the Forest Service have different NEPA implementing regulations that define their applicable categorical exclusions. See 36 CFR 220.6 for the Forest Service's categorical exclusions and 10 CFR 1021.410 for the United States Department of Energy's categorical exclusions.
- b. Supplement Analysis. A NEPA document prepared by the federal holder pursuant to 10 CFR 1021.314(c) to determine whether (i) an existing EIS should be supplemented pursuant to 40 CFR 1502.9(c); (ii) a new EIS should be prepared; or (iii) no further NEPA documentation is required.

This term is referenced for informational purposes because Bonneville typically uses supplement analyses tiered to its transmission system vegetation management program environmental impact statement (EIS) for routine vegetation management actions. See Bonneville's Transmission System Vegetation Management Program Final Environmental Impact Statement (FEIS) (June 2000) (DOE/EIS-0285), https://www.bpa.gov/efw/Analysis/NEPADocuments/Pages/Vegetation_Management.aspx.

The EIS established a framework for addressing site-specific environmental analysis of Bonneville's vegetation management actions by (1) using the EIS planning steps to ensure consideration of all potential issues, (2) consulting the EIS to determine

whether impacts had been previously considered, (3) applying the appropriate established mitigation measures, and (4) documenting the analysis in a supplement analysis as appropriate. 10 CFR 1021.314.

D. Transmission Infrastructure

1. Transmission Facility Right-of-Way (ROW). An ROW for a system for transmission of electric energy that includes the right to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol one or more lines of poles or other structures and appurtenances to those lines supporting conductors of one or more electric circuits of any voltage for the transmission of electric energy, overhead ground wires, and communications equipment for communications uses (“communications uses”) in support of the operation and maintenance of the electric transmission system, hereinafter collectively referred to as “transmission facilities.”
2. Conductor. Cable or wire that transmits electricity and is often referred to as a “transmission line.”
3. Fiber Optic Cable. An all-dielectric, self-supporting, non-conducting cable consisting of a central core surrounded by buffer tubes containing optical fibers and covered with a protective polyethylene jacket; an optical ground wire; or an overhead ground wire with optical fibers integrated into the design of the cable to provide telecommunications capability as well as lightning protection.
4. Overhead Ground Wire. Grounded wire typically installed above transmission line phase conductors or substations to intercept lightning strokes.
5. Structure. A type of support for transmission lines, overhead ground wires, and fiber optic cable consisting of wood (such as poles), concrete, or steel (such as lattice steel towers), depending on the size of the transmission line.
6. Tower. A type of structure consisting of lattice steel.

E. Transmission Facility Activities and Projects

1. New Construction. A project that adds a new transmission line at any voltage to Bonneville’s electric transmission system where no transmission facilities have previously existed and no special use authorization has been issued.
2. Construction or Construction Activity or Project. An activity or project involving any of the terms defined below in Sections B and C and not including new construction.
3. Maintenance for Transmission Lines. An activity or project performed on the transmission facilities (including replacement of or addition of parts and structural

components and other activities such as wood pole replacements, hardware replacements, re-conductoring, electrical impairment removal, wood pole rebuilding, and moving structures) that is needed to ensure the transmission facilities continue to provide safe and reliable service.

4. Routine Maintenance. A project or activity that includes the following:
 - a. Conductor and Accessory Maintenance. Repair of broken strands of conductors and overhead ground wire at the first reasonable opportunity or as conditions warrant; replacement of hardware (e.g., insulator assembly) and accessories when wear or other damage has reduced the factor of safety to the point where field judgment dictates replacement; and maintenance of counterpoise, vibration dampers, grading rings, and other parts of a transmission line in a safe, reliable, and serviceable condition.
 - b. Wood Pole Replacement. Program replacement of decayed and deteriorated wood poles based on results of field inspections and strength analysis tests performed by engineering.
 - c. Working or Ground Patrol. A patrol crew that works together to perform observations, conduct inspections, correct problems (e.g., repairing or replacing parts with tools or parts in their vehicle), and document conditions.
 - d. Aerial Patrol. Performing observations and conducting inspections from the air.
5. Non-Routine Maintenance. A non-routine project, including:
 - a. Electrical Impairment Removal. An activity needed to achieve the regulatory requirements for electrical clearance between a conductor and the ground or other objects, which may include raising or adding structures, ground excavation, or requesting third parties to move or remove buildings or other improvements under their control.
 - b. Realignment. Moving structures and associated supported cables outside the linear alignment for a transmission line due to environmental conditions (*see* clause II.C of the FLPMA permit).
 - c. Rebuild. Replacement of existing cables as well as the majority of structures typically in the same linear alignment.
 - d. Re-conductor. Replacement of existing conductor and other cables as applicable, where only very few structures are replaced, moved, or raised.
 - e. Refurbishment. Replacement of transmission line components as needed, such as conductors, ground wire, fiber optic cable, assemblies, structures, or hardware due to age or condition.

- f. Upgrade. Increasing the transfer capability of an existing line, which may also include a few structure replacements, adding intermediate structures or raising one or more structures, or ground removal to ensure conductor clearance.

F. Operation and Maintenance of Bonneville's Fiber Optic Cable Attached to Bonneville's Transmission Facilities or Buried in the Permit Area Below or Near Bonneville's Transmission Facilities

1. Fiber Optic Cable Installation. Installation of fiber optic cable on an existing transmission line or buried in the permit area below or near an existing transmission line that is required to improve Bonneville's communications capability and that is needed to support the safe and reliable operation and maintenance of Bonneville's electric transmission system.
2. Fiber Optic Cable Maintenance and Replacement. Maintenance or replacement of fiber optic cable that is installed as defined in paragraph C.1.

G. Vegetation Management

1. Brush. Any woody, multi-stemmed perennial plant species, other than a tree.
2. Corridor Tree (CT). A tree located in the transmission facility ROW that:
 - a. Is violating the minimum clearance distance or would violate the minimum clearance distance if it fell towards an energized conductor; or
 - b. At full maturity would violate the minimum clearance distance.
3. Danger Tree (DT). Any tree located outside of the transmission facility ROW that is a present or future hazard to the transmission line because it can fall into, bend into, grow into, or swing into the minimum clearance distance.
 - a. A DT possesses characteristics that make it unstable and subject to structural failure.
 - b. A swing-into DT is a tree that could come within the minimum clearance distance if the conductor swings out from its stationary position due to high winds.
 - c. Fall-into, bend-into, grow-into, and swing-into DTs can pose an imminent threat.
 - d. Logging fringes can also be DTs and pose an imminent threat.

4. Danger Brush. Any vegetation that originates on or off the transmission facility ROW and that extends into the minimum clearance distance from the conductor.
5. Logging Fringe. A narrow row of trees, usually recently exposed, that when subjected to storms may fall into or bend into the minimum clearance distance of the conductor, which usually is created when timber harvesting takes place near a transmission facility ROW and trees are left between the transmission facility ROW and the harvested area.
6. Imminent Threat. Vegetation that originates inside or outside the transmission facility ROW, is within the minimum clearance distance of the conductor, and requires immediate action to eliminate the threat to transmission facility system reliability, public safety, or the transmission facilities.
7. Iso-Clearance Map. A graphic depiction using contour lines to portray the maximum permitted vegetation height above ground that does not violate the minimum clearance distance or other minimum prescribed clearance limits from conductors.
8. Maximum Operating Sag. The theoretical position of the conductor when operating at 100 degrees Celsius (C).
9. Minimum Clearance Distance (also referred to as “minimum clearance”). The distance from any vegetation to the transmission line, also called a conductor, which the federal holder uses to determine whether vegetation will pose a threat to the transmission facilities. The minimum clearance distance is measured from the conductor to the vegetation at maximum operating sag, including any vegetation extending into the minimum clearance distance, whether inside or outside the transmission facility ROW.
10. Routine Cycle Vegetation Maintenance (referred to as “cycle maintenance” by the federal holder and the utility industry). An interval during which a recurring sequence of routine vegetation management occurs and which involves two phases: initiation and maintenance. Initiation involves removal of all tall-growing species. Maintenance involves identification of and treatments to remove incompatible vegetation that becomes established after the cycle began.
11. Slash. All vegetative debris resulting from the federal holder’s vegetation management, including but not limited to limbs, tops, unmerchantable logs, bark, wood chunks, pushed out stumps, damaged brush, and damaged residual trees.
12. Swing. Horizontal conductor position with six pounds per square foot of wind and 15.5 degrees Celsius.
13. Timber. Any tree that has commercial value from lumber, chip, pulp, or veneer.
14. Tree. A woody, stemmed, perennial plant species, typically having a single stem or trunk with the potential to grow to a height greater than ten feet and bearing lateral branches at some distance from the ground.

H. Roads and Trails

1. Road. A motor vehicle route over 50 inches wide, unless identified and managed as a trail (36 CFR 212.1).
2. Trail. A route 50 inches or less in width or a route over 50 inches wide that is identified and managed as a trail (36 CFR 212.1).
3. Forest Road or Trail. A road or trail wholly or partly within or adjacent to and serving the NFS that the Forest Service determines is necessary for the protection, administration, and utilization of the NFS and the use and development of its resources (36 CFR 212.1).
4. National Forest System Road. A forest road other than a road which has been authorized by a legally documented right-of-way held by a state, county, or other local public road authority (36 CFR 212.1).
5. National Forest System Trail. A forest trail other than a trail which has been authorized by a legally documented right-of-way held by a state, county, or other local public road authority (36 CFR 212.1).
6. Federal Holder Access Road or Trail. A road or trail other than a NFS road or NFS trail that is necessary to access a transmission facility ROW and that is listed in Appendix D of the FLPMA permit.
7. Road or Trail Construction. Building a road or trail where no road or trail has previously existed.
8. Road or Trail Reconstruction. Rebuilding an existing road or trail to increase its capacity, upgrade drainage crossings, or provide improved access, which may involve increasing the road or trail prism.
9. Road or Trail Improvement (Bonneville)/Road or Trail Maintenance (Forest Service). The upkeep of an entire road or trail within the existing road or trail prism, including surface and shoulders, parking and side areas, structures, and traffic control devices, that is necessary to maintain or restore the road or trail in accordance with its original design standards.

BPA/FS 2017 MOU

APPENDIX B

FLPMA PERMIT

Authorization ID: #AUTH_ID#
Contact ID: #HOLDER_ID#
Expiration Date: #EXPIRATION_DATE#
Use Code: #USE_CODE#

U.S. DEPARTMENT OF AGRICULTURE U.S. FOREST SERVICE

ELECTRIC TRANSMISSION LINE PERMIT FOR A RIGHT-OF-WAY FOR FEDERAL ENTITIES

AUTHORITY:

Sections 501(a)(4) and 507(a) of the Federal Land Policy and Management Act,
43 U.S.C. 1761(a)(4) and 1767(a)

<Delete all user notes before printing.>

<Use this form for electric transmission lines (including distribution lines) that are operated by a federal entity.>

Definitions of terms used in this permit and the operating plan are included in Appendix A.

Authorized Use and Area

This electric transmission line permit for the **[capacity and name of transmission line]** (the permit), dated _____, is issued by the United States Department of Agriculture, United States Forest Service (the Forest Service), to **[name of entity]** (the federal holder). The federal holder is an agency, department, or unit of the executive branch of the federal government and is authorized to conduct this activity pursuant to the **[name of and cite for applicable authority]**.

1. This permit gives the federal holder a non-exclusive right-of-way for a system for transmission of electric energy facilities ("right-of-way"), including the right to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol one or more lines of poles or other structures and appurtenances to those lines supporting conductors of one or more electric circuits of any voltage for the transmission of electric energy, overhead ground wires, and communications equipment for communications uses ("communications uses") in support of the federal holder's operation and maintenance of the authorized electric transmission system, hereinafter collectively referred to as "transmission facilities," subject to applicable law and applicable notification, coordination, and approval provisions in 36 CFR 251.61(a), this permit, and the operating plan. The authorized officer shall have discretion to determine whether submission of a new or amended application is required under 36 CFR 251.61(a) for these activities and will use Appendix B as guidance in making this determination. The right-of-way and federal holder access roads and trails, as defined below, shall be referred to collectively as "the permit area." A legal description and a map of the permit area are contained in Appendix C, and the federal holder access roads and trails are listed and identified on the map in Appendix D.

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2. In addition, this permit gives the federal holder:

- a. The right of ingress to and egress from the right-of-way along federal holder-constructed roads and trails that are necessary to access the right-of-way (hereinafter "federal holder access roads and trails") and the right to construct, reconstruct, and maintain the federal holder access roads and trails, subject to applicable law and the applicable notification, coordination, and approval provisions in 36 CFR 251.61(a), this permit, and the operating plan. The authorized officer shall have discretion to determine whether submission of a new or amended application is required under 36 CFR 251.61(a) for these activities and will use Appendix B as guidance in making this determination. The Forest Service does not have an obligation to maintain the federal holder access roads and trails. The federal holder's rights to federal holder access roads and trails granted in this paragraph shall be subordinate to any right to use a federal holder access road or trail subsequently granted by the United States to a local public road authority for a public road, provided that the federal holder shall continue to have access to that right-of-way to operate and maintain the transmission facilities, manage vegetation, and address public safety related to the transmission facilities.
- b. Subject to prior written approval of the authorized officer, the right to install and maintain gates, fences, and signs in the permit area. All gates shall have reflective markings in accordance with Forest Service Engineering Manual EM 7100-15.
- c. In accordance with clause III.C of this permit, the right to use the National Forest System roads listed and identified on the map in Appendix D which are necessary to access its transmission facilities.

The following, other than Appendix G, are attached to and incorporated into this permit:

- APPENDIX A: Definitions
APPENDIX B: Federal Holder Activities and Projects
APPENDIX C: Maps and Legal Description (including portion of permit area located within a special management area), Surveys, Plats, Site Plans, and Engineering Drawings of the Permit Area
APPENDIX D: List and Location of Federal Holder Access Roads and Trails and National Forest System Roads and Trails Used by the Federal Holder
APPENDIX E: List and Location of Structures
APPENDIX F: Operating Plan
APPENDIX G: List of Superseded Authorizations

This permit is issued subject to the following additional terms and conditions.

I. GENERAL TERMS

- A. AUTHORITY.** This permit is issued pursuant to Sections 501(a)(4) and 507(a) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(4) and 1767(a), and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.
- B. AUTHORIZED OFFICER.** The authorized officer is the [Regional Forester or Forest Supervisor] or a subordinate official with delegated authority.
- C. TERM.** This permit shall expire at midnight on [insert date permit expires], 50 years from the date it is issued.
- D. RENEWAL.** The use and occupancy authorized by this permit shall be renewed upon expiration, provided that, as determined by mutual agreement of the parties, (1) the federal holder desires to renew this permit; (2) the transmission facilities are still being used for the purposes authorized; and (3) the federal holder is in compliance with all the terms and conditions of this permit. When a new permit is issued, the authorized officer may prescribe new terms and conditions to reflect requirements imposed by

applicable federal and state laws and regulations and applicable federal land use plans. By mutual agreement, the parties may agree to other new terms and conditions.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary to incorporate new terms that are required by federal or state laws or regulations or applicable federal land use plans. By mutual agreement, the parties may agree to additional new terms and conditions. The parties shall review this permit every 10 years from the date of issuance. This permit may be amended as part of that review, subject to the preceding provisions of this paragraph.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the federal holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. RESERVATIONS. All rights not specifically and exclusively granted to the federal holder are reserved to the Forest Service, including:

1. The right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.
2. The right to use, administer, and dispose of all natural resources and improvements other than the transmission facilities, including the right to use roads and trails and authorize rights-of-way and other uses in the permit area in any way that is not inconsistent with the federal holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the Forest Service finds are necessary to protect public health and safety and property, and that the Forest Service and the federal holder find are necessary to protect the installation and safe operation and maintenance of the transmission facilities, the permit area shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS

1. Notification of Transfer. The federal holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.
2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

J. CONVEYANCE OF LANDS COVERED BY THIS PERMIT. The authorized officer shall not convey the lands covered by this permit without the federal holder's prior written consent that includes a finding that it can continue to safely use the lands for the purpose of a transmission line right-of-way after the conveyance. Any conveyance of the lands covered by this permit shall contain a reservation for the permit area on behalf of the federal holder.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any

structure or facility or to conduct any activity, unless specifically provided for in this permit or applicable operating plan. Any transmission facility or federal holder access road or trail not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Activities associated with the transmission facilities and federal holder access roads and trails authorized by this permit are subject to applicable law and the applicable notification, coordination, and approval provisions in 36 CFR 251.61(a), this permit, and the operating plan. The authorized officer shall have discretion to determine whether submission of a new or amended application is required under 36 CFR 251.61(a) for these activities and will use Appendix B as guidance in making this determination.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements, including federal holder access road and trails, in the permit area, as well as revisions to those plans, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional, e.g., an engineer who has graduated from an accredited school with a major in civil engineering. Prior to implementation, the federal holder shall provide plans and plan revisions to the authorized officer for comment. The Forest Service reserves the right, consistent with its statutory and regulatory authority, to require changes to plans and plan revisions, after coordination with the federal holder, before they are implemented. The authorized officer may require the federal holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. RELOCATION. This permit is issued with the express understanding that relocation of the transmission facilities shall be conducted by and at the expense of the federal holder, unless the relocation is at the request of a third party, in which case the third party or the third party's grantee shall be responsible for the relocation costs. In the event of relocation, the federal holder shall relocate the transmission facilities within a reasonable period, and Appendix C shall be amended to reflect the relocation. No relocation of the transmission facilities will occur without the mutual written agreement of the parties.

III. OPERATIONS

A. PERMIT AREA OPERATING PLAN

1. Preparation. The federal holder shall prepare a permit area operating plan (hereinafter the "operating plan") in consultation with the authorized officer or the authorized officer's designated representative. The operating plan shall be submitted by the federal holder and approved by the authorized officer or the authorized officer's designated representative, consistent with the Forest Service's authorities, prior to use and occupancy of the permit area pursuant to this permit and shall be attached to this permit as Appendix F. The operating plan shall be reviewed and updated as necessary by the federal holder and reapproved by the authorized officer if changed, consistent with the Forest Service's authorities, at least every 5 years.

2. Contents. The operating plan shall apply to permit area management for the transmission facilities and access roads and trails authorized by this permit. The operating plan shall outline steps the federal holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the federal holder's operations for compliance with the terms and conditions of this permit. The operating plan shall also outline the roles and responsibilities of the federal holder and the Forest Service with regard to management of the permit area. At a minimum, the operating plan shall address access to the transmission facilities and onsite operation and maintenance of the transmission facilities performed by the federal holder or its contractors, including dates or seasons of management, maintenance, and operation of the transmission facilities and access roads and trails; activities and procedures to prevent and control the spread of invasive species; a vegetation management plan; any plan for pesticide use developed pursuant to clause V.E; restrictions on use, such as fire restrictions, established by the Forest Service; and the need for road use permits for the use of National Forest System roads if required by law.

3. Vegetation Management Plan. The vegetation management plan, which is a part of the operating plan in Appendix F, shall enumerate criteria and methods for removal, destruction, and trimming of vegetation that are in conformance with generally accepted practices for vegetation management and consistent with the federal holder's North American Electric Reliability Corporation (NERC)-compliant transmission vegetation management program and its associated environmental analyses. The vegetation management plan shall address prevention and control of invasive species, including invasive plants, within the permit area. For purposes of this clause, invasive plants include non-native species recognized as such by the Forest Service, which are generally, but are not limited to, state-listed noxious weeds. The federal holder shall follow prevention and control measures prescribed by the operating plan. In addition, the vegetation management plan shall provide for integration of native, non-invasive, low-growing vegetation that does not interfere with the transmission facilities and that promotes transmission system reliability, reduces transmission maintenance costs, is compatible with the aesthetics and health of the native plant and animal life in the permit area, and is consistent with the federal holder's NERC-compliant transmission vegetation management program and other vegetation management documents. The federal holder shall provide the Forest Service with a paper or electronic copy of the federal holder's programmatic and supplemental environmental analysis for the transmission facilities and documentation of the federal holder's transmission system vegetation management program.

B. REMOVAL AND PLANTING OF VEGETATION. Emergency and non-emergency removal of trees, brush, shrubs, and other plants ("vegetation") and planting of vegetation, both inside and outside the right-of-way, must be conducted in accordance with the vegetation management plan in the operating plan and clauses III.B.1 through III.B.3.

<USER NOTES FOR CLAUSE III.B.1>

<Insert the applicable minimum clearance distance. For BPA's electric transmission lines that are less than 200 kV, insert 10 feet. For BPA's electric transmission lines that are 200 kV or above, insert 15 feet.>

1. Emergency Removal of Vegetation. The federal holder may remove vegetation inside or outside the right-of-way that poses an imminent threat to reliability of the transmission facilities, public safety, or the transmission facilities themselves without prior written notice to or approval from the authorized officer and without marking or other identification of the vegetation to be removed, destroyed or trimmed. Under the federal holder's transmission vegetation management program, vegetation poses an imminent threat when it is within _____ feet or less of the transmission facilities. The federal holder shall notify the authorized officer of the location and quantity of any emergency removal of vegetation within 48 hours after the removal.

2. Non-Emergency Removal of Vegetation (Routine Cycle Maintenance). Routine cycle maintenance inside and outside the right-of-way requires at least 30 days prior written notice to the authorized officer and marking or other identification by the federal holder in accordance with the operating plan of the vegetation to be removed, destroyed or trimmed.

a. Inside the Right-of-Way. Routine cycle maintenance inside the right-of-way shall be approved by the authorized officer using Appendix B as guidance.

b. Outside the Right-of-Way. Routine cycle maintenance outside the right-of-way is limited to removal of danger trees that are currently sound but will eventually pose an imminent threat to the transmission facilities.

3. Payment and Disposal. Timber meeting utilization standards that is cut or destroyed pursuant to clause III.B of this permit shall be disposed of in accordance with and for the purposes set forth in 36 CFR 223.2. Specifically, trees, portions of trees, or other forest products in any amount on National Forest System lands may be disposed of for Forest Service administrative use per 36 CFR 223.2(a)-(e), by sale, or without charge, as may be most advantageous to the United States, as determined by the Forest Service, subject to the maximum cut fixed in accordance with established policies for management of the national forests.

C. USE OF NATIONAL FOREST SYSTEM ROADS AND TRAILS. The federal holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A, including obtaining a road use permit when required by law and agreeing to commensurate share maintenance for use of the road, and any necessary road maintenance agreement included in Appendix D; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in Appendix D. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in Appendix D.

D. RESERVATION OF EXCESS CAPACITY, LEASING OF THE TRANSMISSION FACILITIES, AND USE OF THE PERMIT AREA BY THIRD PARTIES

1. Reservation of Excess Capacity. The federal holder may reserve transmission facilities authorized by this permit for the federal holder's expansion and may utilize the reserved transmission facilities during the term of this permit without additional approval from the authorized officer.

2. Leasing of the Transmission Facilities Strictly for Financing Purposes. The federal holder may lease the transmission facilities strictly for financing purposes, while continuing to use them, without the prior written approval of the authorized officer, provided the federal holder gives prior written

notice of the lease to the authorized officer.

3. Leasing of Use of Fiber Optic Cable. This paragraph constitutes prior written approval for the federal holder to lease use of fiber optic cable authorized by this permit.

4. Leases Involving Communications Uses and Other Third-Party Uses Involving the Transmission Facilities. Leases involving communications uses that are owned by third parties (such as antennas or other communications uses owned by third parties that are attached to a tower, pole, or other structure authorized by this permit) must have prior written approval case by case from the authorized officer and must be authorized under a communications use authorization issued to the federal holder. Other third-party uses involving the transmission facilities, such as transmission lines attached to the transmission facilities by a third party (an underbuild) or installation of fiber optic cable on the transmission facilities solely for use by third parties, must have prior written approval from the authorized officer and must be authorized under a separate special use authorization issued to the third party.

5. Third-Party Use of the Permit Area Not Involving Use of the Transmission Facilities. Third-party use of the permit area not involving use of the transmission facilities or access roads and trails, e.g., construction of a privately owned access road to access private property, must have prior written approval from the authorized officer and must be authorized by a separate special use authorization issued to the third party. The Forest Service reserves the right to approve or disapprove requests for use of the permit area not involving use of the transmission facilities subject to clause I.G.2.

6. Future Financing and Service Agreements. By mutual agreement and consistent with applicable law, the parties may revise the terms and conditions of this permit, as appropriate, to accommodate future financing and service agreements entered into by the federal holder.

E. CONDITION OF OPERATIONS. The federal holder shall maintain the transmission facilities and permit area to standards of repair, orderliness, neatness, sanitation, and safety deemed acceptable to the authorized officer, in consultation with the federal holder, and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer, in coordination with the federal holder, when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. Coordination with regard to changes to these standards shall take into account the federal holder's ability to continue to comply with reliability standards pertaining to vegetation management, electric service restoration, and resolution of other situations that imminently endanger the reliability or safety of electric transmission facilities per 16 U.S.C 824o.

F. GROUND SURFACE PROTECTION AND RESTORATION. The federal holder shall prevent and control soil erosion and gulying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use as required in the operating plan. The federal holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The federal holder shall revegetate or otherwise stabilize (e.g., by constructing a retaining wall) all ground where the soil has been exposed as a result of the federal holder's construction, maintenance, operation, or termination of the authorized use.

G. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the permit area for compliance with the terms and conditions of this permit and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The Forest Service shall give the federal holder reasonable notice of any inspections so that the federal holder can ensure that the health and safety of the inspecting officials are not impaired. The federal holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The Forest Service is not liable to the federal holder for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

C. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of National Forest System lands by the federal holder for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the site for the permitted uses, or for the furnishing of road maintenance, water, fire protection, or any other service by a government agency, utility, association, or individual.

D. RISK OF LOSS. The federal holder assumes all risk of loss to the federal holder's transmission facilities and all risk of loss of the federal holder's use and occupancy of the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss to the transmission facilities may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If any of the transmission facilities are destroyed or substantially damaged or the permit area cannot be safely occupied due to a public health or safety or environmental hazard, the federal holder and the authorized officer shall conduct an analysis, in consultation with other affected agencies, to determine whether the transmission facilities can be safely used in the future and whether rebuilding is appropriate.

E. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The federal holder shall comply with all applicable laws and regulations necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. Prior to use and occupancy of the permit area for any new authorized transmission facilities, the federal holder shall conduct a site assessment that meets the objectives and performance factors of 40 CFR Part 312, Innocent Landowners, *Standards for Conducting All Appropriate Inquiries*. The federal holder may use The American Society for Testing and Materials (ASTM) guideline E1527-13, entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, or the most recent version (40 CFR 312.11(b)), or select an alternate practice that constitutes all appropriate inquiries consistent with good commercial and customary practices. The purpose of this assessment is to identify Recognized Environmental Conditions (RECs) at the property, that is, the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The federal holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition attributable to the federal holder's activities during the term of this permit, and arising out of or relating to any activity, event, or condition existing under a previous special use authorization for the transmission facilities or occurring during the term of this permit and attributable to the federal holder's activities, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The federal holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with such activities, as required by applicable federal health and safety laws. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit, as required by applicable federal health and safety laws, is solely that of the federal holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the federal holder for hazardous conditions or compliance with health and safety standards.

F. LIABILITY FOR INJURY. As an agency of the United States, the federal holder is limited by federal law as to the assumption of liability for its acts or omissions. The federal holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with its use of the right-of-way. The federal holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims made by the Forest Service against the federal holder and to repair damage to the land within the right-of-way associated with its use and occupancy. The Forest Service is exempt from any liability, other than administrative costs, that may arise in connection with the federal holder's use of the right-of-way.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The federal holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*; the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*; the Comprehensive Environmental Response, Compensation, Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*; the National Environmental Policy Act, (NEPA), as amended, 42 U.S.C. 4321 *et seq.*; the Endangered Species Act (ESA), as amended, 16 U.S.C. 1531 *et seq.*; and the National Historic Preservation Act (NHPA), as amended, 54 U.S.C. 300101 *et seq.*

B. WATER POLLUTION. No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

C. ESTHETICS. The federal holder shall protect the scenic esthetic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the transmission facilities.

D. VANDALISM. The federal holder shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

E. PESTICIDE USE

1. **Authorized Officer Concurrence.** Pesticides may not be used in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). The Pesticide-Use Proposal shall cover a 12-month period of planned use at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. The federal holder shall submit requests for any new, or continued, pesticide usage according to Appendix B. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. **Safety Plan.** Before applying pesticides in the permit area, the federal holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for planning, monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. **Reporting.** The federal holder shall promptly report in writing to the authorized officer completion of each pesticide application project. The report shall contain data fields requested by the authorized officer and shall be submitted no later than November 1 in any year that the routine cycle maintenance is completed.

5. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

F. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES. The federal holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The federal holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the NHPA, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the federal holder shall leave the discoveries intact and in place until consultation has occurred, as informed, if applicable, by the federal holder's programmatic agreement with a tribe. Protective and mitigative measures developed under this clause shall be the responsibility of the federal holder. However, the federal holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

G. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the federal holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the federal holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The federal holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the federal holder shall as soon as practicable notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes, with input from the federal holder, that adopts a recovery plan for the human remains and objects.

H. PROTECTION OF THREATENED AND ENDANGERED SPECIES AND THEIR HABITAT, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN

1. **Threatened and Endangered Species and Their Habitat.** The location of known sites within the permit area either occupied by plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 *et seq.*, as amended, or designated as critical habitat, shall be shown on a map in an appendix to this permit and may be shown on the

ground. Each agency has its own independent duty under the ESA and its implementing regulations to consult with the appropriate regulatory service when it authorizes, funds, or carries out actions wholly or partially in the permit area that may affect listed species or designated critical habitat. When a particular action that may affect listed species or designated critical habitat involves both the federal holder and the Forest Service, a lead agency for consultation may be designated based on the time sequence in which the agencies would become involved, the magnitude of their respective involvement, and their relative experience with respect to the environmental effects of the action. Discovery by the federal holder or the Forest Service of other sites within the permit area either occupied by threatened or endangered species or designated critical habitat shall be promptly reported to the other party, and the appropriate party or parties shall reinstate consultation with the appropriate regulatory service. In the event of any disagreement between the federal holder and the Forest Service regarding ESA compliance, the parties shall consult with one another and, if necessary, shall reinstate consultation with the appropriate regulatory service. When an emergency action in the permit area may affect listed species or designated critical habitat, the federal holder, the Forest Service, or both shall consult with the appropriate regulatory service in accordance with 50 CFR 402.05.

2. Sensitive Species and Species of Conservation Concern. The location of known sites within the permit area either occupied by sensitive species, designated pursuant to FSM 2670, or species of conservation concern, designated pursuant to FSH 1909.12, Chapter 10, Section 12.5, or their habitat shall be shown on a map or described in the Environmental Resources Attachment to Appendix F to this permit, along with a list of possible mitigation measures specified by the authorized officer to avoid or minimize potential species or habitat impacts, and may also be shown on the ground. If the federal holder's activities or projects in the permit area have the potential to have an impact on sensitive species or species of conservation concern or their habitat, the federal holder shall implement appropriate mitigation measures identified by the authorized officer, in coordination with the federal holder, from the Environmental Resources Attachment. In coordination with the federal holder, the authorized officer may revise the Environmental Resources Attachment to add or change species or habitat site locations within the permit area or appropriate mitigation measures when deemed necessary by the authorized officer to meet requirements for sensitive species or species of conservation concern or their habitat. In the event of any disagreement between the federal holder and the Forest Service regarding appropriate mitigation measures, the parties shall consult with one another to resolve the disagreement. Discovery by the federal holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat shall be promptly reported to the other party.

3. Survey and Manage Species. The location of known sites within the permit area either occupied by survey and manage species or their habitat shall be shown on a map or described in the Environmental Resources Attachment to Appendix F to this permit, along with a list of the possible survey and manage species and the survey and manage standards and guidelines that provide for a reasonable assurance of species persistence. The survey and manage species and survey and manage standards and guidelines were established in the 1994 Northwest Forest Plan amendments to all Forest Service land and resource management plans in western Oregon and Washington and northern California, as amended by the January 2001 Record of Decision (2001 ROD). The list of survey and manage species in the 2001 ROD has been amended and is subject to periodic amendment by the Forest Service. Per the 2001 ROD, before conducting habitat-disturbing activities in the permit area, the federal holder shall perform a survey and shall implement appropriate survey and manage standards and guidelines identified by the authorized officer, in coordination with the federal holder, from the Environmental Resources Attachment. Under the 2001 ROD and associated Environmental Impact Statement, the federal holder's routine maintenance of the transmission facilities, routine cycle vegetation maintenance, and road improvement/road maintenance, as defined in Appendix A of this permit, are not subject to the requirement to conduct pre-disturbance surveys under this clause. In coordination with the federal holder, the authorized officer may revise the Environmental Resources Attachment to add or change survey and manage species or habitat site locations within the permit area or survey and manage standards and guidelines when deemed

necessary by the authorized officer to meet requirements for survey and manage species or their habitat. In the event of any disagreement between the federal holder and the Forest Service regarding survey and manage standards and guidelines, the parties shall consult with one another to resolve the disagreement. Discovery by the federal holder or the Forest Service of other sites within the permit area containing survey and manage species or their habitat shall be promptly reported to the other party. Under the 2001 ROD and the associated Final Environmental Impact Statement, the federal holder's routine maintenance of the transmission facilities, routine cycle vegetation maintenance, and road improvement/road maintenance, as defined in Appendix A, are not subject to the requirement to conduct pre-disturbance surveys under this clause.

I. CONSENT TO STORE HAZARDOUS MATERIALS. The federal holder shall not store any hazardous materials in the permit area without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the federal holder and are subject to approval by the authorized officer.

<USER NOTES FOR CLAUSES V.I.1 AND V.I.2>

**<Add clauses V.I.1 and V.I.2 when consenting to store hazardous materials.
Otherwise, omit them.>**

1. The federal holder shall identify to the authorized officer any hazardous material to be stored in the permit area. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the federal holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the federal holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. The federal holder shall not release any hazardous material as defined in clause IV.E of this permit onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer may specify conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources.

J. CLEANUP AND REMEDIATION

1. The federal holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer, of any oil discharge or of the release of a CERCLA hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The federal holder shall immediately notify the authorized officer upon knowledge of any release or threatened release of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management of the United States.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the federal holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the federal holder's activities, whether or not those activities are authorized under this permit. The federal holder shall perform cleanup or remediation immediately upon

discovery of the release, threat of release, or discharge of hazardous materials. The federal holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the Forest Service. Upon revocation or termination of this permit, the federal holder shall deliver the permit area to the Forest Service free and clear of contamination. For purposes of clause V.J.2, "contamination" means any substances whose release, discharge, or spill into the environment violates a federal, state, or local health, safety, or environmental law or regulation.

K. CERTIFICATION UPON REVOCATION OR TERMINATION. If the federal holder uses or stores hazardous materials in the permit area, upon revocation or termination of this permit the federal holder shall provide the authorized officer with a report certified by a professional or professionals acceptable to the authorized officer that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE

A. FEDERAL HOLDER'S USE AND OCCUPANCY. The federal holder is exempt from land use fees under federal law and regulation for its own use and occupancy under this permit.

B. LESSEES' USE AND OCCUPANCY. The federal holder's fiber optic cable lessees are not subject to a land use fee for their use and occupancy of NFS lands as long as the federal holder uses a portion of the fiber optic cable the lessees lease from the federal holder. Installation of fiber optic cable on the transmission facilities solely for use by third parties requires prior written approval from the authorized officer and a separate special use authorization per clause III.D.4 of this permit and is subject to applicable land use fees.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may not revoke or suspend this permit without the consent of the head of the agency that holds this permit.

B. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the federal holder against the Forest Service.

C. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. For example, this permit terminates upon expiration or upon a change in ownership of the transmission facilities. Termination of this permit does not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the federal holder against the Forest Service.

D. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the federal holder shall remove within a reasonable period prescribed by the authorized officer in consultation with the federal holder all structures and improvements installed by the federal holder in the permit area and shall restore the site to the satisfaction of the authorized officer.

E. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR

REVOCATION. Notwithstanding the termination or revocation of this permit, its terms and conditions shall remain in effect and shall be binding on the federal holder.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The Forest Service and the federal holder shall keep each other informed of current mailing addresses.

C. SUPERSEDED AUTHORIZATION. This permit supersedes any previous authorizations identified in Appendix G.

D. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

<If necessary, add clauses to address site-specific circumstances.>

THIS PERMIT IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE THIS PERMIT IS ISSUED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE FEDERAL ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

FEDERAL HOLDER NAME, PRECEDED BY NAME AND TITLE	SIGNATURE	DATE
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APPROVED:

NAME AND TITLE OF AUTHORIZED OFFICER	SIGNATURE	DATE
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<Attach operating plan, maps, and other appendices.>

BPA/FS 2017 MOU

APPENDIX A

DEFINITIONS

The following definitions are for purposes only of this MOU and the FLPMA permit and operating plan.

A. General References

1. Conversion or Convert. The process of replacing the authorization for existing transmission facilities and federal holder access roads under an historical MOU and supplement or under a LUGI with a special use authorization for a federal entity issued under FLPMA.
2. Coordinate. To work together to seek and consider input from the other party to the FLPMA permit, including discussing and considering incorporation of that input in implementing the 2016 MOU, permit, and operating plan for the federal holder's permits for transmission facilities.
3. Historical Memorandum of Understanding (MOU). The 1960, 1966, 1967, or 1974 MOU between BPA and the FS that provide for authorization of Bonneville's transmission facilities (referred to in these MOUs as "transmission lines") and federal holder access roads (referred to as "access roads") on NFS lands.
4. Land Use Grant Instrument (LUGI). A valid but outdated special use authorization issued under the 1974 historical MOUs.
5. Special Use Authorization. A written permit, term permit, lease, or easement that authorizes use or occupancy of NFS lands and specifies the terms and conditions under which the use or occupancy may occur. *See* 36 CFR 251.51.
6. Supplement. A document which, in combination with an historical MOU, authorizes the use and occupancy of NFS lands for Bonneville's transmission facilities and federal holder access roads and which iterates the location of Bonneville's transmission facilities and federal holder access roads on NFS lands; specifications regarding vegetation management, including removal of danger trees; the reference numbers for associated drawings; the acreage involved; and the requirement for a right-of-way management plan.

B. Abbreviations

CT – Corridor Tree

CE or CX – Categorical Exclusion

DT – Danger Tree

FLPMA – Federal Land Policy and Management Act

NFS – National Forest System lands

POC – Point of Contact

ROW – Right-of-Way

SA – Supplement Analysis

C. Environmental Resources

1. National Environmental Policy Act (NEPA)

- a. Categorical Exclusion (referred to as a CX by the federal holder and a CE by the Forest Service). A category of actions which do not individually or cumulatively have a significant effect on the human environment and which are therefore exempt from requirements to prepare an environmental impact statement (Council on Environmental Quality's regulations at 40 CFR1508.4). The federal holder and the Forest Service have different NEPA implementing regulations that define their applicable categorical exclusions. See 36 CFR 220.6 for the Forest Service's categorical exclusions and 10 CFR 1021.410 for the United States Department of Energy's categorical exclusions.
- b. Supplement Analysis. A NEPA document prepared by the federal holder pursuant to 10 CFR 1021.314(c) to determine whether (i) an existing EIS should be supplemented pursuant to 40 CFR 1502.9(c); (ii) a new EIS should be prepared; or (iii) no further NEPA documentation is required.

This term is referenced for informational purposes because Bonneville typically uses supplement analyses tiered to its transmission system vegetation management program environmental impact statement (EIS) for routine vegetation management actions. See Bonneville's Transmission System Vegetation Management Program Final Environmental Impact Statement (FEIS) (June 2000) (DOE/EIS-0285), https://www.bpa.gov/efw/Analysis/NEPADocuments/Pages/Vegetation_Management.aspx.

The EIS established a framework for addressing site-specific environmental analysis of Bonneville's vegetation management actions by (1) using the EIS planning steps to ensure consideration of all potential issues, (2) consulting the EIS to determine

whether impacts had been previously considered, (3) applying the appropriate established mitigation measures, and (4) documenting the analysis in a supplement analysis as appropriate. 10 CFR 1021.314.

D. Transmission Infrastructure

1. Transmission Facility Right-of-Way (ROW). An ROW for a system for transmission of electric energy that includes the right to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol one or more lines of poles or other structures and appurtenances to those lines supporting conductors of one or more electric circuits of any voltage for the transmission of electric energy, overhead ground wires, and communications equipment for communications uses (“communications uses”) in support of the operation and maintenance of the electric transmission system, hereinafter collectively referred to as “transmission facilities.”
2. Conductor. Cable or wire that transmits electricity and is often referred to as a “transmission line.”
3. Fiber Optic Cable. An all-dielectric, self-supporting, non-conducting cable consisting of a central core surrounded by buffer tubes containing optical fibers and covered with a protective polyethylene jacket; an optical ground wire; or an overhead ground wire with optical fibers integrated into the design of the cable to provide telecommunications capability as well as lightning protection.
4. Overhead Ground Wire. Grounded wire typically installed above transmission line phase conductors or substations to intercept lightning strokes.
5. Structure. A type of support for transmission lines, overhead ground wires, and fiber optic cable consisting of wood (such as poles), concrete, or steel (such as lattice steel towers), depending on the size of the transmission line.
6. Tower. A type of structure consisting of lattice steel.

E. Transmission Facility Activities and Projects

1. New Construction. A project that adds a new transmission line at any voltage to Bonneville’s electric transmission system where no transmission facilities have previously existed and no special use authorization has been issued.
2. Construction or Construction Activity or Project. An activity or project involving any of the terms defined below in Sections B and C and not including new construction.
3. Maintenance for Transmission Lines. An activity or project performed on the transmission facilities (including replacement of or addition of parts and structural

components and other activities such as wood pole replacements, hardware replacements, re-conductoring, electrical impairment removal, wood pole rebuilding, and moving structures) that is needed to ensure the transmission facilities continue to provide safe and reliable service.

4. Routine Maintenance. A project or activity that includes the following:
 - a. Conductor and Accessory Maintenance. Repair of broken strands of conductors and overhead ground wire at the first reasonable opportunity or as conditions warrant; replacement of hardware (e.g., insulator assembly) and accessories when wear or other damage has reduced the factor of safety to the point where field judgment dictates replacement; and maintenance of counterpoise, vibration dampers, grading rings, and other parts of a transmission line in a safe, reliable, and serviceable condition.
 - b. Wood Pole Replacement. Program replacement of decayed and deteriorated wood poles based on results of field inspections and strength analysis tests performed by engineering.
 - c. Working or Ground Patrol. A patrol crew that works together to perform observations, conduct inspections, correct problems (e.g., repairing or replacing parts with tools or parts in their vehicle), and document conditions.
 - d. Aerial Patrol. Performing observations and conducting inspections from the air.
5. Non-Routine Maintenance. A non-routine project, including:
 - a. Electrical Impairment Removal. An activity needed to achieve the regulatory requirements for electrical clearance between a conductor and the ground or other objects, which may include raising or adding structures, ground excavation, or requesting third parties to move or remove buildings or other improvements under their control.
 - b. Realignment. Moving structures and associated supported cables outside the linear alignment for a transmission line due to environmental conditions (*see* clause II.C of the FLPMA permit).
 - c. Rebuild. Replacement of existing cables as well as the majority of structures typically in the same linear alignment.
 - d. Re-conductor. Replacement of existing conductor and other cables as applicable, where only very few structures are replaced, moved, or raised.
 - e. Refurbishment. Replacement of transmission line components as needed, such as conductors, ground wire, fiber optic cable, assemblies, structures, or hardware due to age or condition.

- f. Upgrade. Increasing the transfer capability of an existing line, which may also include a few structure replacements, adding intermediate structures or raising one or more structures, or ground removal to ensure conductor clearance.

F. Operation and Maintenance of Bonneville's Fiber Optic Cable Attached to Bonneville's Transmission Facilities or Buried in the Permit Area Below or Near Bonneville's Transmission Facilities

1. Fiber Optic Cable Installation. Installation of fiber optic cable on an existing transmission line or buried in the permit area below or near an existing transmission line that is required to improve Bonneville's communications capability and that is needed to support the safe and reliable operation and maintenance of Bonneville's electric transmission system.
2. Fiber Optic Cable Maintenance and Replacement. Maintenance or replacement of fiber optic cable that is installed as defined in paragraph C.1.

G. Vegetation Management

1. Brush. Any woody, multi-stemmed perennial plant species, other than a tree.
2. Corridor Tree (CT). A tree located in the transmission facility ROW that:
 - a. Is violating the minimum clearance distance or would violate the minimum clearance distance if it fell towards an energized conductor; or
 - b. At full maturity would violate the minimum clearance distance.
3. Danger Tree (DT). Any tree located outside of the transmission facility ROW that is a present or future hazard to the transmission line because it can fall into, bend into, grow into, or swing into the minimum clearance distance.
 - a. A DT possesses characteristics that make it unstable and subject to structural failure.
 - b. A swing-into DT is a tree that could come within the minimum clearance distance if the conductor swings out from its stationary position due to high winds.
 - c. Fall-into, bend-into, grow-into, and swing-into DTs can pose an imminent threat.
 - d. Logging fringes can also be DTs and pose an imminent threat.

4. Danger Brush. Any vegetation that originates on or off the transmission facility ROW and that extends into the minimum clearance distance from the conductor.
5. Logging Fringe. A narrow row of trees, usually recently exposed, that when subjected to storms may fall into or bend into the minimum clearance distance of the conductor, which usually is created when timber harvesting takes place near a transmission facility ROW and trees are left between the transmission facility ROW and the harvested area.
6. Imminent Threat. Vegetation that originates inside or outside the transmission facility ROW, is within the minimum clearance distance of the conductor, and requires immediate action to eliminate the threat to transmission facility system reliability, public safety, or the transmission facilities.
7. Iso-Clearance Map. A graphic depiction using contour lines to portray the maximum permitted vegetation height above ground that does not violate the minimum clearance distance or other minimum prescribed clearance limits from conductors.
8. Maximum Operating Sag. The theoretical position of the conductor when operating at 100 degrees Celsius (C).
9. Minimum Clearance Distance (also referred to as “minimum clearance”). The distance from any vegetation to the transmission line, also called a conductor, which the federal holder uses to determine whether vegetation will pose a threat to the transmission facilities. The minimum clearance distance is measured from the conductor to the vegetation at maximum operating sag, including any vegetation extending into the minimum clearance distance, whether inside or outside the transmission facility ROW.
10. Routine Cycle Vegetation Maintenance (referred to as “cycle maintenance” by the federal holder and the utility industry). An interval during which a recurring sequence of routine vegetation management occurs and which involves two phases: initiation and maintenance. Initiation involves removal of all tall-growing species. Maintenance involves identification of and treatments to remove incompatible vegetation that becomes established after the cycle began.
11. Slash. All vegetative debris resulting from the federal holder’s vegetation management, including but not limited to limbs, tops, unmerchantable logs, bark, wood chunks, pushed out stumps, damaged brush, and damaged residual trees.
12. Swing. Horizontal conductor position with six pounds per square foot of wind and 15.5 degrees Celsius.
13. Timber. Any tree that has commercial value from lumber, chip, pulp, or veneer.
14. Tree. A woody, stemmed, perennial plant species, typically having a single stem or trunk with the potential to grow to a height greater than ten feet and bearing lateral branches at some distance from the ground.

H. Roads and Trails

1. Road. A motor vehicle route over 50 inches wide, unless identified and managed as a trail (36 CFR 212.1).
2. Trail. A route 50 inches or less in width or a route over 50 inches wide that is identified and managed as a trail (36 CFR 212.1).
3. Forest Road or Trail. A road or trail wholly or partly within or adjacent to and serving the NFS that the Forest Service determines is necessary for the protection, administration, and utilization of the NFS and the use and development of its resources (36 CFR 212.1).
4. National Forest System Road. A forest road other than a road which has been authorized by a legally documented right-of-way held by a state, county, or other local public road authority (36 CFR 212.1).
5. National Forest System Trail. A forest trail other than a trail which has been authorized by a legally documented right-of-way held by a state, county, or other local public road authority (36 CFR 212.1).
6. Federal Holder Access Road or Trail. A road or trail other than a NFS road or NFS trail that is necessary to access a transmission facility ROW and that is listed in Appendix D of the FLPMA permit.
7. Road or Trail Construction. Building a road or trail where no road or trail has previously existed.
8. Road or Trail Reconstruction. Rebuilding an existing road or trail to increase its capacity, upgrade drainage crossings, or provide improved access, which may involve increasing the road or trail prism.
9. Road or Trail Improvement (Bonneville)/Road or Trail Maintenance (Forest Service). The upkeep of an entire road or trail within the existing road or trail prism, including surface and shoulders, parking and side areas, structures, and traffic control devices, that is necessary to maintain or restore the road or trail in accordance with its original design standards.

FLPMA PERMIT

APPENDIX B

FEDERAL HOLDER ACTIVITIES AND PROJECTS

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit Required (BPA will apply)	Post-Activity Notice and Coordination
1	New Construction of Transmission Facilities (including new federal holder access roads)	Required.	BPA TERR submits SF-299.	At conceptual design stage or no later than start of project scoping for NEPA process, generally at least 2 years in advance.	Approval required.	Required. BPA is lead agency. FS is invited to be cooperating agency. FS provides input and may adopt BPA NEPA document or issue its own.		Required.	Required. BPA notifies when construction complete; FS inspects.

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
2	Road and Trail Construction and Reconstruction	Required.	BPA TERR submits SF-299.	At conceptual design stage or no later than start of project scoping for NEPA process. Timeframe will vary based on complexity of project.	Approval required.	Required. BPA is lead agency. FS may be invited to be cooperating agency, except for CX. FS provides input and may adopt BPA's NEPA document or issue its own.	Required for construction and may be required for reconstruction (if Appendix D of FLPMA permit needs to be revised).	Unlikely, as should connect with transmission line ROW.	Required. BPA notifies when construction complete; FS inspects.

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
3	Routine Transmission Facility Maintenance (except for working or ground patrols and aerial patrols; no new rights needed)	Required.	BPA TERR emails FS project description, ROW info. relevant to project, and known relevant environ. info. SF-299 not needed unless requested by FS, e.g., to assess resource concerns, within 30 days of email submission.	At least 120 days in advance to provide opportunity for FS input on mitigation measures and other issues.	Acknowledgment required.	Required. BPA is lead agency. FS provides input.	Only if new structures are installed or relocated.		

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
4	Non-Routine Transmission Facility Maintenance (could trigger conversion to FLPMA permit)	Required.	BPA TERR submits SF-299 with project description, ROW info. relevant to project, and known relevant environ. info.	At least 2 years in advance, unless short distance involved (e.g., less than 10 miles).	Approval required.	Required. BPA is lead agency. FS is invited to be cooperating agency, except for CX. FS provides input and may adopt BPA NEPA document or issue its own.	May be required, depending on project.	Required if convert to FLPMA permit or if replace outdated FLPMA permit with new FLPMA permit.	

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
5	Road and Trail Improvement or Maintenance	Required.	BPA TERR Permit Staff emails FS project description, ROW info. relevant to project, and any known rel. environ. info.	At least 120 days in advance to provide opportunity for FS input on mitigation measures and other issues.	Approval required if road use permit needed (e.g., for hauling aggregate) or drainage features, fences, gates, or signs to be installed.	Required. BPA uses CX, if no extraordinary circumstances and no road use permit required. If road use permit required, FS may issue NEPA document (e.g., if opening closed roads).			

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
6	New Fiber Installation on Existing Transmission Facilities	Required.	BPA TERR submits SF-299 with project description, ROW info. relevant to project, and any known relevant environ. info.	At least 1 year and most likely 2 years in advance.	Approval required.	Required. BPA uses CX for existing transmission facilities, if no extraordinary circumstances.	Required if new ROW needed (no new ROW needed above ground; may be needed below ground). May need to amend list of structures and equipment authorized under permit.		

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
7	Fiber Maintenance and Replacement	Required.	BPA TERR submits SF-299 with project description, ROW info. relevant to project, and any known relevant environ. info.	At least 120 days to 1 year, depending upon complexity of the project.	Acknowledgment required.	Required. BPA uses CX, if no extraordinary circumstances.	Required only if need to amend list of structures and equipment authorized under permit.		

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
8	Routine Cycle Vegetation Maintenance (generally every 3 to 5 years; no new rights needed)	Required.	BPA TFBV emails FS realty specialist (unless otherwise directed by FS) cut sheet, then safety plan, PUP, and supplement analysis, as developed.	At least 120 days, but ideally 6 months, in advance, except for PUP which is submitted at least 60 days in advance.	Acknowledgment required so that FS can address timing of work if needed to protect listed species or other site-specific environ. conditions.	Required. BPA is lead agency. FS provides input. FS will tap appropriate specialists (botanist, aquatic specialist, forester).			Required. See clause V.E of FLPMA permit.
	A	B	C	D	E	F	G	H	I

	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor or Area Manager as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor or Area Manager to BPA POC)	NEPA Document to be Issued (and by which agency)	Special Use Permit Amendment (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
8 B	Off-Cycle Vegetation Maintenance (for missed items or small-scale follow-up, e.g., for treatment of excessive growth, to achieve previously approved vegetation management objectives)	Required.	BPA TFBV emails FS realty specialist (unless otherwise directed by FS) with cut sheet and, if proposing use of any new treatments or herbicides, new PUP.	30 days.	Acknowledgment required so that FS can address timing of work if needed to protect listed species or other site-specific environ. conditions.	No new NEPA analysis required if anticipated under supplement analysis.			Required. See clause V.E of the FLPMA permit.

	A	B	C	D	E	F	G	H	I
	Activity or Project	Prior Notice and Coordination (send to Forest Supervisor as default)	Type of Notice	Timing of Notice	FS Acknowledgment or Approval (sent by Forest Supervisor to BPA POC)	NEPA Document to be Issued (and by which agency)	Amended Special Use Permit (FS will indicate if needed)	New Special Use Permit (BPA will apply)	Post-Activity Notice and Coordination
9	Emergency Vegetation Management, Transmission Facility Repairs or Response to Outages	Preferred.							Within 48 hours, BPA reports location and quantity of vegetation removed; or other actions taken.
10	Working or Ground Patrols	Preferred.	Local field staff coordination.						Only if observation triggers follow-up that involves ground-disturbing activities.
11	Aerial Patrols	Preferred.	Dispatch.						Only if observation triggers follow-up that involves ground-disturbing activities.

LEGEND

POC – point of contact

BPA TERR – Bonneville realty specialists

BPA TFBV – Bonneville natural resource specialists

SF-299 – Forest Service standard special use application form

CX – categorical exclusion

APPENDIX C

MAPS AND LEGAL DESCRIPTION, SURVEYS, PLATS, SITE PLANS, AND ENGINEERING DRAWINGS OF THE PERMIT AREA

APPENDIX D

LIST AND LOCATION OF FEDERAL HOLDER ACCESS ROADS AND TRAILS AND NATIONAL FOREST SYSTEM ROADS AND TRAILS USED BY THE FEDERAL HOLDER

APPENDIX E

LIST AND LOCATION OF STRUCTURES

FLPMA PERMIT

EXHIBIT F

OPERATING PLAN

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I. PURPOSE

A. SCOPE

This operating plan documents a mutual commitment between [name of federal holder], hereinafter “the federal holder,” and the United States Forest Service (Forest Service), individually referred to as a “party” and collectively as the “parties,” concerning operation and maintenance of the federal holder’s transmission facilities and federal holder-constructed access roads and trails (“federal holder access roads and trails”) that are on National Forest System (NFS) lands and authorized by the Forest Service under an electric transmission line permit for a right-of-way for a federal holder issued under the Federal Land Policy and Management Act (FLPMA), hereinafter “the FLPMA permit.” The NFS lands covered by the FLPMA permit are hereinafter referred to as “the permit area.” Unless otherwise noted, this operating plan applies to the federal holder and the Forest Service and their crews, contractors, vendors, agents, lessees, and licensees.

B. DEFINITIONS

The definitions in Appendix A to the FLPMA permit also apply to this operating plan.

C. TEMPLATE

This operating plan serves as a template to document standard practices and procedures for use by the federal holder and Forest Service personnel in administration of the FLPMA permit. In addition, this operating plan is intended to clarify the parties’ roles and responsibilities and promote coordination and communication between the federal holder and the Forest Service.

D. REVISIONS AND APPENDICES

1. This operating plan should be adopted in its entirety, including when it is updated. Deviations should occur only in the appendices, according to paragraph D.2, when needed to comply with conflicting standards, guidelines, treatments, or practices specified in applicable land management plans or legal agreements or applicable to designated areas or sites (e.g., riparian management areas). The standard provisions of the federal holder’s operating plan, including Appendices A and B, may be revised only by mutual agreement under the corresponding memorandum of understanding executed by the federal holder and the Forest Service.
2. The parties may add appendices to this operating plan to address site-specific circumstances, such as the location and habitat of threatened and endangered species; nearby timber sales, recreation events, and areas identified for a prescribed burn; applicable industrial fire precaution levels; and other authorized uses in the vicinity. At its discretion, the Forest Service may add appendices to this operating plan to address site-specific legal requirements that apply to the permit area, such as road use permits for use of NFS roads and seasonal restrictions imposed by Forest Service order.

II. COMPLIANCE WITH FEDERAL LAW AND APPLICABLE RELIABILITY AND SAFETY STANDARDS

A. FEDERAL LAW

This operating plan is executed under Sections 501(a)(4) and Section 507 of the Federal Land Policy and Management Act (FLPMA). The federal holder and the Forest Service must comply with the National Environmental Policy Act (NEPA) to the extent applicable in connection with the FLPMA permit and this operating plan. The federal holder is subject to compliance with environmental and other laws as provided in the FLPMA permit. Pursuant to section 6 the National Forest Management Act of 1976, as amended, 16 U.S.C. 1704(i), all authorized activities and projects conducted by the federal holder within the permit area shall be consistent with the applicable land and resource management plan and other applicable land management plans.

B. APPLICABLE RELIABILITY AND SAFETY STANDARDS

The federal holder is subject to utility reliability standards issued by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Council (NERC), and, as applicable, the regional entity designated by NERC (e.g., the Western Electricity Coordination Council (WECC) and other standards, including the National Electrical Safety Code (NESC) and standards issued by the Occupational Safety and Health Administration (OSHA) and the American National Standards Institute (ANSI).

III. COORDINATION

A. RESPONSIBLE PARTIES

The Forest Supervisor or Area Manager (hereinafter "Forest Supervisor") for the Forest Service and the federal holder's designated lead principal contact or the programmatic contacts listed in paragraph XI.A are responsible for implementation of this operating plan.

B. TYPES OF ACTIVITIES AND PROJECTS

1. The federal holder shall coordinate with the Forest Service regarding activities and projects planned or proposed by the federal holder within the permit area as set forth in the FLPMA permit and this operating plan and using Appendix B of the FLPMA permit and this operating plan, Federal Holder Activities and Projects, as a guide.
2. This operating plan outlines the work the federal holder conducts in three distinct categories: transmission facilities, roads and trails, and vegetation management. Each category of work has particular terminology specific to the activities and projects conducted in that category, and these terms are defined in Appendix A. Appendix B outlines how the parties engage in connection with planned or proposed activities and projects in each category. See also section V,

Transmission Facilities – Operation and Maintenance; section VI, Roads and Trails – Construction, Reconstruction, and Maintenance/Improvement; and section VII, Vegetation Management, of this operating plan.

C. MEETINGS REGARDING ACTIVITIES AND PROJECTS

1. The federal holder and the Forest Service shall plan to meet annually regarding activities and projects planned or proposed by the federal holder or the Forest Service within the permit area. The lead responsibility for organizing the annual meeting shall alternate, with the federal holder leading in odd years and the Forest Service leading in even years, unless otherwise agreed. The federal holder and the Forest Service may agree to shorter intervals based upon resources and planned or proposed activities or projects. Either party may request, organize, and schedule additional meetings. Meetings may occur at different levels of responsibility and at different locations. Discussion topics may include but are not limited to:
 - Planned activities and proposed projects (annual and long-term);
 - Road and trail work requests;
 - Road abandonment;
 - Public use of the permit area;
 - Unauthorized use of NFS lands;
 - Vegetation management, including invasive plant management; and
 - Public safety.
2. At least 30 days prior to a scheduled meeting, the federal holder and the Forest Service shall provide each other with a description of and schedule for planned activities and proposed projects to be addressed at the meeting.

D. NOTICE OF FOREST SERVICE ACTIVITIES AND PROJECTS

The Forest Service shall give advance notice to and coordinate with the federal holder regarding activities and projects planned or proposed by the Forest Service within the permit area that may impact operation or maintenance of or access to the transmission facilities, such as:

- Timber sales;
- Major road maintenance;
- Road closures or changes to motor vehicle access;

- Revisions to the applicable land management plan;
- Land sales, land adjustments, and mining operations;
- Fish, wildlife, plant, soil, and water resource management; and
- Forest management (e.g., burning, thinning, brushing, spraying, and planting).

The Forest Service shall take appropriate precautions to prevent a prescribed burn conducted outside a Bonneville transmission facility ROW on NFS lands from moving inside the transmission facility ROW.

When preparing a package for a timber sale near Bonneville's transmission facilities on NFS lands, the Forest Service shall include the following language in the associated National Environmental Policy Act document, timber sale prospectus, and timber sale contract:

No sale operations are allowed within 250 feet of Bonneville Power Administration's (BPA) transmission facility right-of-way without 60 days prior written notice to BPA and review of and compliance with BPA's safety plan for the transmission facilities. Written notice should be given to Manager, TFBV-DOB-1, Vegetation / Access Roads, Bonneville Power Administration, P.O. Box 3621, Portland, OR 97208, who may also be contacted at (503) 230-3000.

E. NOTICE OF FEDERAL HOLDER ACTIVITIES AND PROJECTS

The federal holder shall provide advance notice to the Forest Supervisor of the federal holder's planned activities and proposed projects in accordance with applicable law and applicable notification, coordination, and approval provisions in 36 CFR 251.61(a), the FLPMA permit, and this operating plan, using Appendix B as a guide. The federal holder shall also provide notice, using Appendix B as a guide, to other principal Forest Service staff, identified in section XI of this operating plan, who are responsible for the specific type of planned activities or proposed projects. The Forest Supervisor shall have discretion to determine whether submission of a new or amended application is required under 36 CFR 251.61(a) for these activities and projects and shall use Appendix B as guidance in making this determination.

Notice is not required for aerial and ground patrols that assess the condition of the transmission facilities with respect to public safety and reliability or vegetation management patrols. However, to the extent practicable, the federal holder shall give the Forest Service notice of these patrols so as to avoid interference with Forest Service activities and projects or other authorized uses of NFS lands and to facilitate routine cycle vegetation maintenance.

See section VIII of this operating plan for a discussion of emergency maintenance; section IX for a discussion of coordination with crews, contractors, and vendors; and section X for a discussion of coordination in connection with fire control.

IV. LAND MANAGEMENT PLANS, ENVIRONMENTAL COMPLIANCE, AND RESOURCE PROTECTION

A. LAND MANAGEMENT PLANS

The Forest Service shall be responsible for determining whether planned activities or proposed projects conducted under the FLPMA permit and this operating plan are consistent with applicable land management plans.

The federal holder shall coordinate with the Forest Service in the preliminary design stage for the federal holder's proposed non-routine transmission facility maintenance, road construction and reconstruction, and fiber optic cable installation projects in the permit area regarding whether these projects are consistent with applicable land management plans.

B. ENVIRONMENTAL COMPLIANCE

1. Federal Holder's Planned Activities and Proposed Projects

- a. NEPA. Unless otherwise agreed to, the federal holder shall be the lead agency for any NEPA compliance needed for its planned activities or proposed projects in the permit area, and the Forest Service may decide to be a cooperating agency with regard to that NEPA compliance. See 40 CFR 1501.5, 1501.6, and 1506.3 and Appendix B. The federal holder, acting as the lead agency in cooperation with the Forest Service, shall determine the appropriate level of the NEPA analysis according to U.S. Department of Energy's regulations at 10 CFR Part 1021 and Appendices. The federal holder shall give the Forest Service an opportunity to provide input on the scope and content of the NEPA analysis, to provide comments on the NEPA analysis, and to work with the federal holder on resolution of the comments. For environmental assessments (EAs) and environmental impact statements (EISs), the federal holder and the Forest Service shall agree to a schedule for reviewing and commenting on the NEPA analysis and resolving comments on the analysis. When the Forest Service is making a decision subject to NEPA for the federal holder's planned activities or proposed projects in the permit area, the Forest Service shall apply its NEPA regulations at 36 CFR Part 220 and NEPA procedures in Forest Service Handbook 1909.15.
- b. Endangered Species Act (ESA). Clause V.H of the FLPMA permit addresses the respective roles of the federal holder and the Forest Service in connection with ESA compliance and designation of a lead agency for consultation when an action involves both agencies.
- c. Sensitive Species and Species of Conservation Concern. The federal holder shall implement appropriate mitigation measures from the Environmental Resources Attachment to this operating plan per clause V.H.2 of the FLPMA permit to avoid or minimize impacts on sensitive species and species of conservation concern and their habitat from the federal holder's activities and projects in the permit area.

- d. Survey and Manage Species. The federal holder shall implement appropriate survey and manage standards and guidelines listed in the Environmental Resources Attachment to this operating plan per clause V.H.3 of the FLPMA permit to provide for a reasonable assurance of persistence of survey and manage species and their habitat in the permit area. The federal holder's routine maintenance of transmission facilities, routine cycle vegetation maintenance, and road improvement/road maintenance, as defined in Appendix A of this operating plan, are not subject to the requirement to conduct pre-disturbance surveys.
 - e. Implementation of Other Mitigation Measures. The federal holder shall implement, and shall ensure that its contractors implement, any other mitigation measures identified in a record of decision, finding of no significant impact, or other NEPA document pertaining to the federal holder's planned activities and proposed projects in the permit area.
 - f. Other Environmental Laws. The federal holder shall be the lead agency for compliance with environmental laws other than NEPA and the ESA, such as the National Historic Preservation Act, for its planned activities and proposed projects in the permit area, and the Forest Service shall be the assisting agency.
2. Forest Service or Third-Party Activities and Projects. With respect to any Forest Service or third-party activities and projects the Forest Service conducts or authorizes in the permit area that are not related to the federal holder or its planned activities or proposed projects:
- a. The Forest Service shall be the lead agency for compliance with NEPA, the ESA, and all other environmental laws. The Forest Service shall notify the federal holder of any informal or formal consultations under section 7 of the ESA.
 - b. The federal holder may be a cooperating agency for NEPA compliance and shall assist with compliance with other laws if the parties agree that doing so would be appropriate.

C. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

Protective and mitigative measures regarding archaeological and paleontological discoveries developed under clause V.F of the FLPMA permit shall be the responsibility of the federal holder, and the measures shall be included in an appendix to this operating plan. The federal holder shall give the Forest Service written notice before implementing these measures and shall coordinate with the Forest Service for proximate and contextual discoveries extending beyond the permit area.

D. INVASIVE SPECIES MANAGEMENT

In planning activities in the permit area and in conducting supporting environmental analysis, the federal holder and the Forest Service shall strive to address the need to minimize the introduction and spread of invasive species.

E. PESTICIDE APPLICATION

The federal holder shall comply with the pesticide application provision in the FLPMA permit (clause V.E) using Appendix B as a guide.

V. TRANSMISSION FACILITIES

A. OBJECTIVES AND STANDARDS

1. The federal holder's maintenance objectives for the transmission facilities are to provide for cost-effective, safe, and reliable operation while minimizing impacts on the environment.
2. All transmission facility maintenance activities and projects shall meet all applicable safety and industrial standards, including FERC, NERC, NESC, OSHA, and WECC standards.

B. BEST MANAGEMENT PRACTICES (BMPs)

1. The federal holder's transmission facility maintenance activities and projects in the permit area shall follow applicable Forest Service National Core BMPs, which are incorporated in the Forest Service's BMP Technical Guide. The Forest Service's BMP Technical Guide is posted at <http://www.fs.fed.us/biology/watershed/BMP.html>. Not all BMPs apply to every activity. BMPs should be applied consistent with local conditions, resource values, and designated uses of water.
2. In addition to following applicable Forest Service National Core BMPs, the federal holder shall minimize soil disturbance during transmission facility maintenance activities and projects.

VI. ROADS AND TRAILS

A. STANDARDS AND BMPs

1. Federal Holder Access Roads and Trails. Federal holder access roads and trails shall be constructed, reconstructed, and maintained in accordance with applicable BPA standards.
2. NFS Roads and NFS Trails. NFS roads and NFS trails shall be constructed, reconstructed, and maintained in accordance with applicable FS standards.
3. The federal holder's road and trail maintenance activities and projects in the permit area shall follow applicable Forest Service National Core BMPs, which are incorporated in the Forest Service's BMP Technical Guide. Not all BMPs apply to every activity. BMPs should be applied consistent with local conditions, resource values, and designated uses of water.

B. ROAD AND TRAIL CONSTRUCTION

1. Existing Condition. No existing road or trail prism.
2. Activities. Road and trail construction in the permit area requires prior written approval from the authorized officer and may involve the following, as applicable:
 - a. Clearing and grubbing existing vegetation, subject to clause III.B of the FLPMA permit.
 - b. Shaping and compacting natural subgrade.
 - c. Installing, blading, shaping, and compacting aggregate.
 - d. Installing drainage features such as water bars, drain dips, cross drain culverts, and ditches.
 - e. Installing crossing structures as directed in the statement of work and applicable drawings.
 - f. In the case of temporary roads and trails, restoration of the underlying land, as described on photomaps and in the statement of work.

C. ROAD AND TRAIL RECONSTRUCTION

1. Existing Condition. The existing road or trail prism is in poor condition or, in the case of a road, not in accordance with the cross-section prescribed by applicable standards. The road or trail may or may not be traversable. For roads, the curves, grades, bearing strength, and/or drainage crossings are insufficient for safe, reliable, and environmentally sound access.
2. Activities. Road and trail reconstruction in the permit area requires prior written approval from the authorized officer and may involve the following, as applicable:
 - a. For widening outside the existing road or trail prism and/or slope stabilization work, grubbing and clearing any existing vegetation, subject to clause III.B of the FLPMA permit.
 - b. Cutting and filling required to meet the applicable standard for the road cross-section and curve widening.
 - c. Shaping and compacting the subgrade.
 - d. Installing, blading, shaping, and compacting aggregate.
 - e. Installing drainage features such as water bars, drain dips, cross drain culverts, and ditches.

- f. Installing crossing structures as directed in the statement of work and applicable drawings.

D. ROAD AND TRAIL MAINTENANCE (FOREST SERVICE)/ROAD AND TRAIL IMPROVEMENT (FEDERAL HOLDER)

The terms “road and trail maintenance” used by the Forest Service and “road and trail improvement” used by the federal holder are synonymous for purposes of this operating plan. The federal holder’s maintenance objectives for the NFS roads and NFS trails and federal holder access roads and trails identified in Appendix D of the FLPMA permit are to ensure continuous, safe access to all the transmission facilities while minimizing impacts on the environment.

1. Existing Condition. The original road or trail condition has deteriorated due to wear, weathering, or damage.
2. Activities. Road and trail improvement or road and trail maintenance in the permit area does not require prior written approval from the authorized officer, except as otherwise noted in paragraphs 2(c) through 2(f) below. Road and trail improvement or road and trail maintenance in the permit area may involve the following, as applicable:
 - a. Reshaping and compacting the existing road surface (native or aggregate).
 - b. Replacing surface rock, including installing, blading, shaping, and compacting aggregate.
 - c. Cutting roadside vegetation, subject to clause III.B of the FLPMA permit.
 - d. Cleaning, maintaining, and, with prior written approval of the authorized officer, installing drainage features such as water bars, drain dips, cross drain culverts, and ditches.
 - e. Repairing or, with prior written approval of the authorized officer, installing gates or fences.
 - f. Removing obstructions and hazards such as sloughs, slides, boulders, and, subject to clause III.B of the FLPMA permit, danger trees.
 - g. Repairing and maintaining road signs and traffic markers.
 - h. Shaping and compacting the existing road surface.
 - i. Excavating and replacing failed foundation.

E. ADDITIONAL BMPs

In addition to following applicable Forest Service National Core BMPs, in conducting any type of road and trail work in the permit area, the federal holder shall:

1. Protect water quality; avoid sediment loading into water bodies; develop and implement erosion control plans; control surface water on roads; and maintain effective erosion control, especially at stream crossings, and dispersion of subsurface drainage.
2. Protect sensitive areas, such as areas with threatened and endangered species and critical habitat, wetlands, and other resources of concern, per the federal holder's standard protocols and project-specific mitigation measures.
3. Maintain natural channels, natural stream flow, and passage for aquatic species.
4. Stabilize the driving surface by:
 - a. Treating road surfaces to prevent loss of materials; and
 - b. Providing for traffic control during wet periods.
5. Implement road slope stabilization measures and reduce mass wasting, as needed.
6. Minimize soil disturbance.
7. Establish appropriate native vegetation in disturbed areas, as designated by Forest Service revegetation specialists, provided that Forest Service revegetation specialists may allow non-invasive, non-native species to be used when they deem it necessary.
8. Prevent the introduction, establishment, and spread of invasive plant species by:
 - a. Requiring heavy equipment to be free of mud and vegetative material prior to entering NFS lands;
 - b. Ensuring that vehicles that drive outside the road prism are free of mud and invasive vegetative material;
 - c. Timing work and cleaning of equipment to avoid moving seeds and propagules from infested to uninfested areas;
 - d. Avoiding disturbance of existing populations of invasive plants after they have set seed during road and trail maintenance;
 - e. Utilizing weed-free straw and mulch; and
 - f. Utilizing sand, rock, gravel, and fill from a Forest Service-approved source.

VII. VEGETATION MANAGEMENT

A. FLPMA PERMIT

For purposes of this section, the procedures and requirements in section III of the FLPMA permit apply.

B. MAINTENANCE OBJECTIVES

The parties' maintenance objectives for vegetation management within the permit area are to:

1. Maintain reliability, address public safety, and eliminate the risk of vegetation-caused outages;
2. Minimize the introduction and spread of invasive plant species in the permit area;
3. Maintain and enhance vegetation conditions to improve habitat for fish, wildlife, and plant species and water and soil resources; and
4. Encourage low-growing vegetation, to the extent feasible.

C. TYPES OF ACTIVITIES

Vegetation management includes:

1. Canopy reduction and removal to maintain clearance from transmission lines;
2. Clearing vegetation, including trees, around structures within the permit area for transmission lines and federal holder access roads and trails;
3. Managing invasive plant species by:
 - a. Minimizing ground disturbance during vegetation management activities;
 - b. Avoiding disturbance of invasive plants during times of the year they are most likely to spread (e.g., after seed set); and
 - c. Removing priority target invasive plants within the utility corridor.

D. BMPs

In conducting vegetation management, the federal holder shall:

1. Comply with section III of the FLPMA permit and the vegetation management provisions of this operating plan.

2. Follow applicable Forest Service National Core BMPs, which are incorporated in the Forest Service's BMP Technical Guide. Not all BMPs apply to every activity. BMPs should be applied consistent with local conditions, resource values, and designated uses of water.
3. Comply with applicable standards and guidelines in applicable Forest Service land management plans, other land management plans, and any additional regional guidance.
4. Meet applicable FERC and NERC standards and WECC guidelines, and follow the standards and guidelines in the federal holder's NERC-compliant transmission vegetation management program.
5. Meet all applicable National Electrical Code Standards, particularly CR2-2012, Section 218, which specifies factors to consider in determining the extent of vegetation management required, including but not limited to line voltage class, species growth rates and failure characteristics, the vegetation's location in relation to the conductors, the potential combined movement of vegetation and conductors during routine winds, and sagging of conductors due to elevated temperatures or icing.
6. Follow applicable guidance in the federal holder's latest final environmental impact statement and record of decision for transmission line vegetation management, as amended or updated, and any additional site-specific environmental analysis, and provide a copy of those documents to the Forest Service.
7. Ensure that the federal holder's vegetation management for the permit area follows ANSI A300 Part 7 as a best management practice, in accordance with paragraph VII.E.4 of this operating plan.
8. Ensure that use of pesticides, including aerial application, is consistent with clause V.E of the FLPMA permit and paragraph IV.E of this operating plan and is conducive with adjacent habitat, so as to minimize adverse environmental impacts. Pesticides may be used to treat native and non-native vegetation to maintain desirable low-growing vegetation and treat invasive plants.
9. Mark the edge of the right-of-way, all danger trees, and appropriate stream buffers prior to herbicide application.
10. Clean heavy equipment prior to entering NFS lands to ensure that it is free of soil, seeds, and plant propagules.
11. Minimize soil disturbance.
12. Use weed-free straw and mulch.
13. Use appropriate native seed mixtures for low-growing species, as designated by Forest Service revegetation specialists, provided that Forest Service revegetation

specialists may allow non-invasive, non-native species to be used when they deem it necessary.

14. Manage invasive plants within the permit area in coordination with invasive plant specialists in the Forest Service.
15. Use appropriate procedures and materials for marking or other identification of vegetation inside and outside the permit area as specified in paragraph VII.F of this operating plan.
16. Use the 2015 Pollinator-Friendly Practices for Federal Lands, issued by the United States Department of Agriculture, the United States Department of the Interior, and the United States Environmental Protection Agency, for promoting pollinator habitat.

E. ROUTINE CYCLE VEGETATION MAINTENANCE

The federal holder shall provide prior written notice for routine cycle vegetation maintenance in accordance with clauses III.B and V.E of the FLPMA permit and using Appendix B as a guide.

1. The federal holder shall document the schedule and work performed for routine cycle vegetation maintenance in an appendix to this operating plan, provided that the Forest Service, in consultation with the federal holder, may revise the timing of routine cycle vegetation maintenance on a case-specific basis as needed to minimize adverse environmental effects (e.g., impacts on threatened or endangered species, sensitive species, or species of conservation concern and adverse impacts on other authorized activities in or near the permit area, such as a recreation event).
2. The federal holder shall manage routine cycle vegetation maintenance as follows:
 - a. If the Forest Service has concurred per clause V.E of the FLPMA permit with follow-up herbicide treatments (e.g., for elimination of re-sprouting species) after trees are cut per clauses III.A and III.B of the FLPMA permit and section VII of this operating plan, the federal holder may apply herbicide treatments to kill roots in accordance with the approved Pesticide-Use Proposal for the permit area.
 - b. Consistent with clause III.B.2(a) of the FLPMA permit, and to ensure access to the transmission facilities, the federal holder shall be allowed to control all vegetation within a perimeter of approximately 30 feet or 9 meters from the transmission facility structures within the permit area. The federal holder may control all vegetation within a larger perimeter from the transmission facility structures within the permit area if required by applicable reliability, electrical, or safety standards. The federal holder shall notify the Forest Service of deviations from the 30-foot/9-meter standard and the reason for the deviations.
3. The federal holder shall deposit slash and debris within the permit area, with the following exceptions:

- a. Slash and debris shall not be deposited within a 30-foot area around the transmission facility structures or within the specified area required by applicable reliability, electrical, or safety codes.
- b. When it is not feasible to deposit the slash and debris within the permit area, the federal holder shall arrange for another appropriate disposal method with the Forest Supervisor.
- c. The federal holder shall not place slash and debris in streams or along stream embankments.

The federal holder shall move any slash or debris that is inadvertently deposited outside the permit area, unless directed otherwise by the Forest Supervisor. The federal holder shall use slash and debris treatments prescribed by the Forest Service per industry standards.

4. The federal holder shall selectively employ integrated vegetation management (IVM), as described in ANSI A300 Part 7, as amended, which requires less frequent use of resources and reduces fuel loading, based on the vegetation needing to be controlled, cost-effectiveness, and the environmental conditions present. The federal holder, in coordination with the Forest Service, shall choose methods or combinations of methods for IVM. The goal for IVM transmission facility ROW management is to convert vegetation in the transmission facility ROW to low-growing plant communities that are non-invasive and that keep tall-growing vegetation out. Low-growing plants can often out-compete trees and tall-growing brush for sunlight and nutrients. This IVM practice shall also include the method used for replanting or reseeding when no ground cover exists in the permit area or if there is a low potential for natural revegetation by low-growing species and a high potential for natural revegetation by tall-growing species in the permit area.
5. The federal holder shall require any contractor conducting vegetation maintenance for the federal holder to coordinate with and notify the Forest Service prior to commencing work.

F. TIMBER MARKING

The federal holder shall identify danger trees and corridor trees that need to be removed and shall mark them in accordance with the following:

1. Danger Trees. Danger trees are marked with a “D” on top of a “T” on the side of the tree facing the transmission facility ROW. For roads, the DT mark faces the road. A DT mark is most likely made for routine cycle vegetation maintenance, not because the danger tree poses an imminent threat.
2. Corridor Trees. Corridor trees are marked with a “C” on top of a “T” on the side of the tree facing the transmission facility ROW.

The federal holder shall generally use a specific paint color (orange) for timber marking.

VIII. EMERGENCY MAINTENANCE

A. IN GENERAL

Emergency maintenance involves unexpected work or activities conducted in response to situations created by events such as windstorms, snowstorms, fires, floods, vandalism, or other events that interrupt or pose an imminent threat to the transmission of electricity in the permit area or road conditions that block access needed to respond to emergency events in the permit area. These situations represent potential threats to life, public safety, or property. Emergency maintenance shall be accomplished in an expedient manner to restore or maintain service to the communities served by the transmission facilities in the permit area, including homes, hospitals, and emergency services.

B. TYPES OF EMERGENCY MAINTENANCE

Emergency maintenance may include clearing blocked culverts, repairing roads, replacement of downed poles or transmission towers, or repairing segments of a transmission line.

C. NOTICE OF EMERGENCY MAINTENANCE

The federal holder shall notify the Forest Service of the location of any emergency, any actions taken in response, and any plans for related activities in the area as soon as possible, but no later than 48 hours after the response action.

D. EMERGENCY REMOVAL OF VEGETATION

Emergency removal of vegetation (trees, brush, shrubs, and other plants) shall be conducted in accordance with clause III.B.1 of the FLPMA permit using Appendix B as a guide.

E. RESOURCE PROTECTION

The federal holder shall take all measures necessary to protect natural resources during emergency maintenance to the extent feasible. If emergency maintenance jeopardizes threatened or endangered species or their habitat, cultural resources, or human remains or objects of cultural patrimony as defined by the Native American Graves Protection and Repatriation Act, the federal holder shall:

1. With regard to threatened or endangered species or their habitat, notify the Forest Service and the appropriate regulatory service (the United States Fish and Wildlife Service or National Oceanic and Atmospheric Administration) as soon as possible, but no later than 48 hours afterwards, and coordinate with the Forest Service and the appropriate regulatory service on protective and mitigation measures. The federal

holder and the Forest Service shall consult with the appropriate regulatory service according to 50 CFR 402.05. See clause V.H.1 of the FLPMA permit.

2. With regard to cultural resources, human remains, and objects of cultural patrimony, implement protective and mitigative measures pursuant to the processes provided in clauses V.F and V.G of the FLPMA permit.
3. Comply with applicable environmental laws and regulations that apply in the event of an emergency in the permit area.

IX. COORDINATION FOR PROJECTS CONDUCTED BY THE FEDERAL HOLDER, CONTRACTORS, OR VENDORS

A. PREPARATION FOR TRANSMISSION FACILITY AND ROAD AND TRAIL PROJECTS CONDUCTED BY THE FEDERAL HOLDER, CONTRACTORS, OR VENDORS

1. To ensure applicable legal requirements are met, the federal holder shall coordinate with the Forest Service regarding project execution planning, contract solicitation scheduling, and mobilization for:
 - a. non-routine transmission facility maintenance projects to be conducted by the federal holder, contractors, or vendors in the permit area;
 - b. fiber optic cable installation to be conducted by the federal holder, contractors, or vendors in the permit area; and
 - c. road and trail construction and reconstruction projects conducted by the federal holder, contractors, or vendors in the permit area, hereinafter “section IX projects.”
2. Coordination for section IX projects shall address project access, parking of equipment, sources and storage of materials, emergency communications, fire management, designation of sites for disposal of slough material, and any other resource management issues pertaining to the permit area that arise in connection with a section IX project.
3. The federal holder shall ensure that section IX project contracts are consistent with applicable law, applicable land management plans, the FLPMA permit, and this operating plan.
4. The federal holder shall include appropriate measures for preventing the introduction and spread of invasive plant species in all contracts for section IX projects which involve ground-disturbing activities.
5. The federal holder shall inform the Forest Service of contract awards for section IX projects and shall require the selected contractor to contact the Forest Service point of contact (POC) designated under paragraph IX.B.2 before commencing any project

work to address access, resource protection, and compliance with applicable legal requirements, including any additional necessary permits.

6. The federal holder shall ensure that contractors and vendors for section IX projects have a copy of the FLPMA permit and this operating plan, including their appendices, before commencement of project work.

B. PROJECT MONITORING AND INSPECTION OF SECTION IX PROJECTS

1. The federal holder shall designate a project manager for each section IX project to represent the federal holder in all matters pertaining to that project.
2. The Forest Service shall designate a POC for each section IX project to represent the Forest Service in all matters pertaining to that project.
4. The Forest Service may conduct onsite monitoring and inspection of section IX projects to ensure compliance with the FLPMA permit, this operating plan, and Forest Service requirements such as environmental mitigation.
5. The federal holder or its contractor and the Forest Service may participate in the final walk-through for section IX projects when they are complete. The federal holder shall give the Forest Service prior notice of completion of section IX projects to facilitate Forest Service participation in final walk-throughs. The federal holder and the Forest Service shall agree on how much notice is required for each section IX project.
6. The federal holder is responsible for contractors' and vendors' compliance with the terms and conditions of the FLPMA permit and this operating plan in performing work on section IX projects. The federal holder shall notify the Forest Service immediately of any damage to NFS lands or resources in connection with section IX project work performed by contractors and vendors.

X. FIRE CONTROL





A. FIRE PREVENTION AND SUPPRESSION PLAN

In conducting activities and projects in the permit area, the federal holder's employees, contractors, and vendors shall adhere to the fire prevention and suppression plan for the permit area, which is included as an appendix to this operating plan.

B. FIRE PREVENTION MEASURES

The federal holder shall take all measures necessary in operating and maintaining the transmission facilities to prevent fires from starting and spreading, including but not limited to the following:

1. Fire Equipment. The federal holder shall ensure that all vehicles operating in the permit area carry a serviceable shovel and a fire extinguisher with at least a 5-B:C rating from the Underwriters Laboratories.
2. Safety Procedures and Fire Prevention and Control Measures. The federal holder shall ensure that its employees, contractors, and vendors working in the permit area have training on the safety procedures and fire prevention measures in the fire prevention and suppression plan for the permit area. The federal holder shall ensure that its employees, contractors, and vendors follow the safety procedures in the fire prevention and suppression plan and take all measures necessary, consistent with that plan, to prevent fires from starting and spreading.
3. Industrial Fire Precaution Level (IFPL). IFPL levels and corresponding restrictions and prohibitions are shown below:

IFPL Level	Industrial Fire Precaution Levels Definition
Level One 	Closed Season - Fire precaution requirements are in effect. A Fire Watch/Security is required at this and all higher levels unless otherwise waived.
Level Two 	Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time: <ul style="list-style-type: none"> • power saws except at loading sites; • cable yarding; • blasting; • welding or cutting of metal.
Level Three 	Partial Shutdown - the following are prohibited except as indicated: <ul style="list-style-type: none"> • cable yarding - except that gravity operated logging systems employing nonmotorized carriages may operate between 8 p.m. and 1 p.m. when all blocks and moving lines are suspended 10 feet above the ground except the line between the carriage and the chokers. • power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time. <p>In addition, the following are permitted to operate between the hours of 8 p.m. and 1 p.m. local time:</p> <ul style="list-style-type: none"> • Tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders, or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start; • mechanized loading or hauling of any product or material; blasting; • welding or cutting of metal • any other spark emitting operation not specifically mentioned.
Level Four 	General Shutdown - All Operations

4. IFPL Status Checks and Waivers. The federal holder's employees, contractors, and vendors shall check the IFPL daily during the fire season (usually June through October depending upon fire indicators) before conducting any activities or projects in the permit area. The federal holder's employees, contractors, and vendors working in the permit area shall comply with the restrictions and prohibitions under the applicable IFPL, unless a waiver of the applicable IFPL granting permission to use otherwise prohibited equipment or engage in otherwise prohibited activities is obtained in writing from the Forest Service. Any IFPL waiver shall be attached as an appendix to this operating plan. The Forest Service may require the federal holder's employees, contractors, and vendors to take additional resource protection measures in conducting activities and projects in the permit area to be consistent with the applicable IFPL. These measures shall be listed in the fire waiver.
5. Fire Safety Inspections. The Forest Service may make periodic inspections to ensure federal holder employee, contractor, and vendor compliance with fire safety requirements. Failure to comply with these requirements shall result in a temporary shutdown of all activities or projects conducted by federal holder employees, contractors, and vendors in the permit area until full compliance is achieved.

XI. MISCELLANEOUS PROVISIONS

A. PRINCIPAL CONTACTS

The individuals listed below are authorized to act in their respective areas for matters related to this operating plan. The federal holder and the Forest Service shall update each other as soon as possible on any changes to these principal contacts. The principal contacts for each party shall contact and work with their counterparts to address any issues or concerns that arise in connection with this operating plan and to otherwise facilitate its implementation.

1. Principal Federal Holder Contacts

Federal Holder Federal Lands Liaison (Constituent Account Executive) Intergovernmental Relations Contact	Federal Holder Real Property Program Contact
Name:	Name:
Title:	Title:
Address:	Address:
State:	State:
Office Telephone:	Office Telephone:
Cellular Telephone:	Cellular Telephone:
Facsimile:	Facsimile:
E-mail Address:	E-mail Address:
Areas of expertise and other information	Areas of expertise and other information
Federal Holder Program Contact for Environment	Federal Holder Program Contact for TLM District
Name:	Name:
Title:	Title:
Address:	Address:
State:	State:
Office Telephone:	Office Telephone:
Cellular Telephone:	Cellular Telephone:
Facsimile:	Facsimile:
E-mail Address:	E-mail Address:
Areas of expertise and other information	Areas of expertise and other information

Federal Holder Program Contact for Vegetation Management	
Name:	
Title:	
Address:	
State:	
Office Telephone:	
Cellular Telephone:	
Facsimile:	
E-mail Address:	
Areas of expertise and other information	

2. Principal Forest Service Contacts

Forest Service Administrative Contact	Forest Service Special Uses Program Contact
Title:	Title:
Address:	Address:
State:	State:
Office Telephone:	Office Telephone:
Cellular Telephone:	Cellular Telephone:
Facsimile:	Facsimile:
E-mail Address:	E-mail Address:
Areas of Expertise and Other Information	Areas of Expertise and Other Information

Forest Service Program Contact for Environment	Forest Service Program Contact for Construction and Maintenance
Title:	Title:
Address:	Address:
State:	State:
Office Telephone:	Office Telephone:
Cellular Telephone:	Cellular Telephone:
Facsimile:	Facsimile:
E-mail Address:	E-mail Address:
Areas of Expertise and Other Information	Areas of Expertise and Other Information

Forest Service Program Contact for Vegetation Management
Name:
Title:
Address:
State:
Office Telephone:
Cellular Telephone:
Facsimile:
E-mail Address:
Areas of expertise and other information

3. Changes in Principal Contacts

- a. Forest Service changes in principal contacts shall be submitted in writing to the federal holder's Federal Lands Liaison, who shall record them by national forest.
- b. Federal holder changes in principal contacts shall be submitted in writing to the Forest Supervisor.

B. MODIFICATIONS TO APPENDICES

Modifications to the appendices to this operating plan must be signed and dated by both parties.

C. TERM

Except for Appendices A and B, the appendices to this operating plan shall be reviewed and updated as necessary by the federal holder in accordance with paragraph I.D of this operating plan, and the appendices shall be reapproved by the Forest Supervisor if changed, at least every 5 years from the date this operating plan is fully executed. The federal holder shall notify the Forest Supervisor in writing of its determination regarding any necessary changes to the appendices 60 days prior to the end of the 5-year period. If the federal holder determines no changes are necessary, this operating plan shall be extended for another 5 years.

D. SUPERIOR CLAUSES

If there is any conflict between the terms of this operating plan and the terms of the FLPMA permit, the terms of the FLPMA permit shall control.

_____	_____
[name]	Date
Forest Supervisor	
[forest]	

_____	_____
[name]	Date
[title]	
[federal holder]	

[ATTACH ANY APPENDICES, INCLUDING ANY ROAD MAINTENANCE AGREEMENT, ROAD PROJECT AGREEMENT, AND ROAD USE PERMITS]

APPENDIX A

DEFINITIONS

See Appendix A of the FLPMA permit.

APPENDIX B
FEDERAL HOLDER ACTIVITIES AND PROJECTS

See Appendix B of the FLPMA permit.

APPENDIX C
ENVIRONMENTAL RESOURCES

APPENDIX D
ROUTINE CYCLE VEGETATION MAINTENANCE

APPENDIX E

FIRE PREVENTION AND SUPPRESSION PLAN

I. Purpose

The purpose of this fire prevention and suppression plan (plan) is to specify the federal holder's responsibilities for prevention and suppression of fires in connection with the federal holder's activities and projects in the permit area.

II. Objectives

The objectives of this plan are to:

- a. Provide a strategy for preventing fires and facilitating action to extinguish any wildfires that occur in connection with the federal holder's activities and projects in the permit area. This plan requires federal holder commitments regarding fire protection equipment, fire monitoring efforts, and personnel during high fire risk periods.
- b. Establish protocols and lines of communication for reporting fires that occur as a result of activities or wildfires that are observed outside the permit area.

III. Prevention and Mitigation Measures

The federal holder shall take reasonable measures in connection with the federal holder's activities and projects in the permit area to prevent and minimize the start and spread of fire. At a minimum, these measures shall include:

- a. Ensuring that federal holder, contractor, and vendor crews establish communications with appropriate Forest Service personnel who can provide fire protection and prevention information.
- b. Ensuring that all vehicles used in the permit area carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel.
- c. Ensuring that federal holder, contractor, and vendor crews establish a plan for contacting emergency responders and Forest Service personnel in the fastest manner possible when working in the permit area, and have emergency contact information and the emergency contact plan at the work site.
- d. Complying with the current Industrial Fire Precaution Level (IFPL) and any other public use restrictions specified by the Forest Service to prevent and minimize the start and spread of fire (PURs).

IV. Responsibilities

The federal holder shall:

- a. Ensure that all federal holder, contractor, and vendor crews are informed of the contents of this plan.
- b. Conduct regular inspections during fire season of tools, equipment, and first aid kits.
- c. Before conducting activities and projects in the permit area, ensure that federal holder, contractor, and vendor crews obtain from the Forest Service and maintain current protocols and contact information for reporting fires to local, state, and federal authorities.
- d. Report all wildfires to the appropriate federal, state, or local fire control authorities.
- e. Before conducting activities and projects in the permit area, ensure that federal holder, contractor, and vendor crews obtain information from the local Forest Service fire management officer regarding potential fire hazard conditions or changes in prevention methods. This information includes but is not limited to the current IFPL, any PURs, and the presence of active wildfires in the vicinity.
- f. Ensure that federal holder, contractor, and vendor crews conduct activities and projects in the permit area in accordance with any additional restrictions deemed necessary by the Forest Supervisor, in coordination with the local fire management officer and realty specialist, to prevent and minimize the start and spread of fire.
- g. Before commencing an activity or project in the permit area, ensure that federal holder, contractor, or vendor crews contact the Forest Service to determine whether any additional restrictions apply to the part of the permit area where the activity or project will be conducted.
 - (1) The Forest Service shall inform the federal holder of any change in the additional restrictions by 6:00 p.m. local time the day before the change goes into effect.
 - (2) The federal holder shall be responsible for providing the Forest Service with an e-mail address or cellular telephone number that will allow this notification to occur.
 - (3) The Forest Service may adjust the additional restrictions for local weather conditions in the permit area.
- h. Comply with all federal, state, and local laws, ordinances, and regulations that pertain to the prevention, pre-suppression, and suppression of fires.
- i. Immediately report all uncontrolled fires inside the permit area or wildfires observed outside the permit area, regardless of the source, to the nearest Forest Service facility, fire dispatch office, or nearest emergency responders.

V. Role of Federal Holder, Contractor, and Vendor Crews in Fire Suppression

Federal holder, contractor, and vendor crews may initiate fire suppression responses in connection with the federal holder's activities and projects in the permit area until they are relieved by professional fire suppression crews. Federal holder, contractor, and vendor crews should not take any actions that endanger employee safety. If the fire is determined to be too extensive or spreading too rapidly, crew members should evacuate the site and yield to professional fire suppression crews to control the wildfire.

VI. Catalytic Converters

Vehicles equipped with a catalytic converter are a potential fire hazard and must be parked in areas cleared of vegetation.

VII. Equipment Parking and Storage Areas

Equipment parking areas and small stationary engine sites in the permit area must be cleared of all extraneous flammable materials. Gas and oil storage sites in the permit area must be cleared of extraneous flammable material.

VIII. Power Saws

- a. All gasoline-powered saws used in the permit area must have approved spark arresters or mufflers, which must be in good operating condition. Gasoline-powered chain saws used in the permit area must be maintained in good condition.
- b. Chain saws used in the permit area and the operation of chain saws in the permit area must comply with the following requirements:
 - (1) Arresters or mufflers must contain a 0.023-inch mesh, stainless steel screen.
 - (2) Chainsaw operators must have a fire extinguisher or water backpack and shovel with them.
 - (3) Power saws must be moved at least 10 feet from the place of fueling or refueling before they are started.
 - (4) All gas must be carried in metal safety cans or OSHA-approved containers.

IX. Warning Devices

Torches, fuses, highway flares, and other devices with open flames may not be used in the permit area. Federal holder, contractor, and vendor crews may use only electric or battery-operated warning devices in the permit area.

X. Smoking

PURs regarding smoking in the permit area must be observed.

XI. Refueling and Refueling Areas

- a. All fuel trucks must be equipped with a 35-pound minimum CO2 fire extinguisher.
- b. Helicopter refueling trucks must be electrically grounded to the helicopter during refueling.
- c. Fuel storage areas must be cleared of all extraneous flammable materials.
- d. Only Forest Service-approved or OSHA-approved and properly maintained containers may be used to store or transport fuel and other flammable liquids.

XII. Construction Vehicles

All trucks, tractors, pickup trucks, and personnel vehicles used by federal holder, contractor, and vendor crews must be equipped with one 5-pound minimum dry chemical fire extinguisher and one shovel.

XIII. Crew Briefing Requirements

Federal holder, contractor, and vendor crew leaders must receive fire prevention and suppression information from the Forest Service for section IX projects that includes:

- a. A description of the chain of command and fire reporting process.
- b. A list of Forest Service emergency contacts and their telephone numbers.
- c. Instructions on basic fire prevention controls as set forth in this plan.
- d. Review of crews' working knowledge of the uses of hand tools, water backpacks, and other fire suppression equipment.
- e. Fire response steps, including specific actions, expectations, and safety precautions for when a fire occurs.
- f. A description of evacuation procedures.

APPENDIX F

IFPL WAIVER

APPENDIX G
LIST OF SUPERSEDED AUTHORIZATIONS

BPA/FS 2017 MOU

APPENDIX C

**ROAD USE PERMIT APPLICATION, ROAD USE PERMIT, ROAD USE PERMIT FOR
FEDERAL ENTITIES, AND RESTRICTED ROAD USE PERMIT**

**APPLICATION FOR PERMIT
FOR USE OF ROADS, TRAILS, OR AREAS RESTRICTED BY REGULATION OR ORDER**

Authority: 16 U.S.C. 532-538

For Official Use Only					DATE OF APPLICATION
REGION	STATE	COUNTY	FOREST	RANGER DISTRICT	
1. APPLICANT (name, address, and e-mail address)					TELEPHONE NUMBER () -
2. DESCRIPTION OF RESTRICTED ROADS, TRAILS, or AREAS (show roads, trails, and areas on a map at a minimum scale of 1/2" equals one mile)					
DATES OF PROPOSED USE					
NAME OF PERSONS AUTHORIZED TO ACT AS THE APPLICANT'S AGENT FOR PURPOSES OF THIS PERMIT					
3. PURPOSE OF USE					
<input type="checkbox"/> COMMERCIAL USE OF ROADS RESTRICTED BY ORDER (attach Form FS-7700-40a)					
<input type="checkbox"/> MOVEMENT OF OVERSIZE OR OVERWEIGHT VEHICLES (attach Form FS-7700-40b or a state department of transportation form used to request a permit for movement of oversize or overweight vehicles on state highways)					
<input type="checkbox"/> MAINTENANCE OF A ROAD OR PLOWING SNOW ON A ROAD					
<input type="checkbox"/> MOTOR VEHICLE USE OF ROADS, TRAILS, OR AREAS NOT DESIGNATED ON A MOTOR VEHICLE USE MAP (in block 4, specify the motor vehicle classes and the number of motor vehicles requested for authorization)					
<input type="checkbox"/> BEING ON A ROAD OR TRAIL OR ENTERING AN AREA CLOSED BY AN ORDER					
<input type="checkbox"/> OTHER (explain in block 4)					
4. REMARKS (attach other sheets if necessary)					
<p><i>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0016. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing road maps, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</i></p> <p><i>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</i></p> <p><i>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.</i></p> <p><i>The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.</i></p>					
SIGNATURE OF APPLICANT					DATE

COMMERCIAL USE ATTACHMENT TO APPLICATION FOR A PERMIT
FOR USE OF ROADS RESTRICTED BY REGULATION OR ORDER

Authority: 16 U.S.C. 532-538

1. PURPOSE OF USE HAULING LOGS OR LUMBER: approximately ____ MBF HAULING OTHER MATERIALS: approximately ____ tons DESCRIBE OTHER MATERIALS: ____																							
2. USE SCHEDULE <table border="1"><thead><tr><th>SEASON</th><th>NUMBER OF DAYS OF USE</th><th>TYPE OF TRUCKS TO BE USED</th><th>TYPE OF LOADING TO BE USED</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table>				SEASON	NUMBER OF DAYS OF USE	TYPE OF TRUCKS TO BE USED	TYPE OF LOADING TO BE USED	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
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3. PLANS FOR FUTURE USE (not included in this application) HAULING LOGS OR LUMBER: approximately ____ MBF HAULING OTHER MATERIALS: approximately ____ tons DESCRIBE MATERIALS: ____ ESTIMATED PERIOD OF USE: from ____ to ____																							
<p><i>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0016. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing road maps, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</i></p> <p><i>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</i></p> <p><i>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.</i></p> <p><i>The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.</i></p>																							
SIGNATURE OF APPLICANT			DATE																				

(to be completed by Forest Service staff and approved by district ranger)

Page 2 of 2

OVERSIZE VEHICLE ATTACHMENT TO APPLICATION FOR A PERMIT
FOR USE OF ROADS RESTRICTED BY REGULATION OR ORDER

Authority: 16 U.S.C. 532-538

1. REASON FOR PERMIT

TIMBER SALE: _____
CONSTRUCTION CONTRACT: _____
OTHER: _____

2. DESIRED TRAVEL DATES AND ROUTES

BEGINNING ON: _____ ENDING ON: _____
DESIRED TRAVEL ROUTE (road #s, termini, and bridges crossed): _____

3. VEHICLE INFORMATION

VEHICLE CLASS	LENGTH	WIDTH	HEIGHT	LICENSE #	STATE	GVW (in lbs.)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0016. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing road maps, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SIGNATURE OF APPLICANT

DATE

REPORT ON APPLICATION
(to be completed by Forest Service staff)

1. DESCRIPTION OF HAUL ROUTE (show roads on a map at a minimum scale of 1/2" equals one mile)			
2. ROAD CONDITION DATA			
3. DISCUSSION AND RECOMMENDATIONS			
DATE REPORT SUBMITTED _____	NAME AND SIGNATURE _____	TITLE _____	
DATE REPORT APPROVED _____	NAME AND SIGNATURE _____	TITLE _____	

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

ROAD USE PERMIT FOR FEDERAL ENTITIES

AUTHORITY:

Section 4 and Section 6 of the National Forest Roads and Trails Act
16 U.S.C. 535 and 537

<Delete all user notes before printing.>

[name and address] (the holder), is hereby granted use of the following roads or road segments and related transportation facilities (hereinafter "roads") on the [ranger district and national forest], for hauling, subject to the terms and conditions of this permit:

<List roads and road segments authorized by this permit.>

APPENDICES

<Delete any inapplicable appendices and re-letter the remaining appendices.>

- A – Annual Operating Plan
- B – Reconstruction Schedule
- C – Reconstruction Plans and Specifications
- D – Commensurate Share Calculation
- E – Maintenance Requirements
- F – Investment Sharing Calculation

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 535 and 537, and 36 CFR Part 212, Subpart A, as amended, and is subject to their provisions.

B. RESPONSIBLE OFFICIAL. The responsible official is the [district ranger or forest or grassland supervisor] or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on [date], ____ [months or years] from the date of issuance. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use authorized by this permit. Renewal of the use shall be at the sole discretion of the responsible official.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the responsible official, this action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing a land management plan pursuant to 36 CFR part 218.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements, including state traffic laws, that apply to the permit area, to the extent they do not conflict with

federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use authorized by this permit is not exclusive. The Forest Service reserves the right to use the roads authorized by this permit and to allow others to use them at any time. The holder shall use the roads authorized by this permit in a manner that will not unreasonably or unnecessarily interfere with their use by others, including the Forest Service. Except for any restrictions that the holder and the Forest Service agree are necessary to protect public safety and road investments, the roads authorized by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. OPERATIONS

A. ANNUAL OPERATING PLAN. The holder shall prepare and annually revise by [date] an operating plan. The annual operating plan shall be prepared in consultation with the responsible official or the responsible official's designated representative and shall cover all operations authorized by this permit. At a minimum, the annual operating plan shall specify the date the use authorized by this permit will commence, the duration and extent of the use, the products that will be hauled, a traffic control plan per clause II.C, the names of the holder's employees, contractors, and subcontractors who will use the roads authorized by this permit on behalf of the holder, and any other information regarding the authorized use deemed necessary by the responsible official. The annual operating plan shall be submitted by the holder and approved by the responsible official or the responsible official's designated representative prior to commencement of hauling under this permit and shall be attached to this permit as Appendix A. If there is any material change in the information contained in the annual operating plan, the holder shall notify the responsible official promptly in writing of the change.

B. HOLDER'S REPRESENTATIVE. The holder shall designate a representative for purposes of administration of this permit and shall notify the responsible official in writing who the holder's representative will be.

C. USE RECORDS. Every [insert interval] during periods the holder is conducting hauling on the roads covered by this permit, the holder shall provide scale or other records acceptable to the responsible official that document the quantity hauled, calculated in the unit of measure (e.g., cubic yards or vehicle units) used to determine payments in lieu of performance under clause III.E.

D. PUBLIC SAFETY. When the holder is engaged in hauling adjacent to or on National Forest System roads or National Forest System trails open to public travel, the holder shall provide users with adequate warning of hazardous conditions associated with the holder's operations. A traffic control plan for each hauling project shall be approved by the responsible official in writing before hauling commences. Warning devices shall be appropriate for current conditions and shall be covered or removed when not needed. Flags and other warning devices shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and any specifications attached to this permit.

E. TRAFFIC RULES AND USE RESTRICTIONS

1. The holder and its agents, employees, and contractors shall comply with all traffic rules and use restrictions imposed by the Forest Service, including:

a. Road closures or use restrictions prompted by weather conditions, a fire hazard, or road construction or maintenance.

b. Traffic rules for safe and effective use of roads.

c. Regulation of the number of vehicles using a road to prevent traffic congestion.

2. Unless specified in this permit or approved in writing by the responsible official, use of motor vehicles by the holder or its agents, employees, or contractors must be in accordance with the applicable motor vehicle use map (36 CFR 261.13).

3. Temporary traffic control signs, flagging, and warning devices for road construction, operation, or maintenance conducted under this permit shall comply with Part 6 of the MUTCD.

4. The holder shall not operate vehicles or equipment with cleats or other tracks that will injure the road surface.

<Include clause II.D.6 when the permit authorizes off-highway haul. Otherwise, delete clause II.D.6.>

5. The holder shall not operate trucks more than _____ feet wide, more than _____ feet long, or with a gross weight and load of more than _____ tons.

F. REQUIREMENT TO CARRY A COPY OF THE PERMIT. Drivers of all vehicles operating under this permit shall have a copy of the first sheet of this permit in their vehicle. The copy will be presented, on request, to any Forest Service officer.

III. PERFORMANCE AND COST RECOVERY

A. RECONSTRUCTION REQUIRED TO ACCOMMODATE USE. The holder shall perform any road reconstruction required to accommodate the holder's use under this permit, or deposit funds sufficient to cover the cost of the reconstruction, before the holder's use commences.

<USER NOTES FOR CLAUSE III.B>

<Delete clause III.B if road reconstruction is not required to accommodate the authorized use, and reletter the remaining clauses in section III.>

B. RECONSTRUCTION SCHEDULE, PLANS, AND SPECIFICATIONS. To accommodate the authorized use, the holder shall perform the road reconstruction described in the attached schedule (Appendix B), in accordance with that schedule and the attached plans and specifications (Appendix C).

C. COMMENSURATE SHARE

1. The holder shall perform maintenance, or deposit funds sufficient to cover the cost of maintenance, commensurate with the holder's use of the roads authorized by this permit (the holder's commensurate share), measured, e.g., in thousand board feet, cubic yards, or vehicle units. The holder shall be entirely responsible for maintenance that is necessitated by the holder's use, i.e., maintenance which would not be necessary if the holder's use did not occur. The holder shall be proportionately responsible with other users of the roads authorized by this permit for maintenance not necessitated by traffic, i.e., maintenance that is necessary due to natural causes such as rain, wind, rock fall, and growth of brush. Maintenance that could be required or for which payment could be required by this clause includes, at a minimum, work addressed in section IV of this permit.

2. The initial calculation of the holder's commensurate share, including the maintenance made necessary by the authorized use and the cost of the maintenance, is shown in Appendix D. The value of the holder's commensurate share for the use authorized by this permit is \$_____, provided that the rate shall be revised upward or downward on the anniversary date of this permit, based on estimated costs and anticipated use of the roads authorized under this permit. If the value of the holder's commensurate share exceeds the cost of maintenance that is performed on the roads authorized by this permit, the difference between the value of the holder's commensurate share and the cost of the maintenance performed shall be deposited in cash, as provided in clause III.E.

<USER NOTES FOR CLAUSE III.E>

<Include clause III.E when payments are made in lieu of performance of maintenance. Otherwise, delete clause III.E.>

E. PAYMENT IN LIEU OF PERFORMANCE. An initial payment in lieu of performance of maintenance in the amount of \$_____ shall be made before use commences under this permit. Thereafter, payments in lieu of performance shall be made [weekly/monthly] in the amount of \$_____, calculated using the rate of payment for the holder's commensurate share in clause III.C. Payments shall be based on monthly use records submitted per clause II.C. Payments shall be sent to [address]. In lieu of an advance payment, the holder may deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of \$_____. If the holder fails to meet the payment obligation secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligation, without prejudice to any other rights and remedies of the United States. The surety bond shall be released or other security returned 30 days after the responsible official certifies that the obligation covered by the bond or other security is met.

IV. REQUIREMENTS FOR CONDUCTING MAINTENANCE

A. IN GENERAL. When maintenance is performed, it shall be conducted in accordance with the following requirements and the requirements in Appendix E:

1. The holder shall perform maintenance on the roads authorized by this permit that is necessary to protect and repair the roadbed, road surface, and associated transportation facilities.
2. The holder shall resurface the roads authorized by this permit to the extent loss of surfacing is caused by the use authorized by this permit.
3. If other haulers are operating on the roads authorized by this permit, the holder and those haulers shall enter into an agreement for performance of maintenance on these roads. If conflicts arise regarding responsibility for the maintenance, hauling on these roads shall cease until the conflicts are resolved.

B. SNOW REMOVAL. Snow removal shall be conducted in a manner that protects roads, ensures safe and efficient transportation of materials, and prevents erosion damage to roads, streams, and adjacent lands. The holder shall:

1. Remove snow from the entire width of the road surface, including turnouts.
2. Remove snow slides, earth slides, fallen timber, and boulders that obstruct the road surface.
3. Remove snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.
4. Deposit all debris, except snow and ice, removed from the road surface and ditches at locations approved by the responsible official and away from stream channels.
5. Leave at least _____ inches of snow to protect the road.
6. Restore any damage resulting from snow removal in a timely manner.
7. Ensure that snow plowing is conducted in accordance with the traffic control plan required under clause II.C.

The holder shall not:

8. Undercut constructed slopes or remove gravel or other surfacing material from the road surface.

9. Leave snow berms on the road surface. Berms on the shoulder of the road shall be removed or drainage holes shall be opened and maintained. Drainage holes shall be spaced as necessary to obtain satisfactory surface drainage without discharge on erodible fills.

10. Use equipment with cleats or other tracks to plow snow without prior written approval of the responsible official.

<Insert any additional requirements for snow removal.>

VI. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is a federal license. This permit does not constitute a contract or lease for purposes of the Contract Disputes Act, 41 U.S.C. 601. This permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. RISK OF LOSS. The holder assumes all risk of loss associated with use of the roads authorized by this permit, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of nature.

E. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to use of the roads authorized by this permit that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the responsible official of all traffic accidents and any other serious accidents that occur in connection with the authorized use. The responsibility to protect the health and safety of all persons affected by use of the roads authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the roads authorized by this permit or authorized activities of the holder for hazardous conditions or compliance with health and safety standards.

F. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with use of the roads authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may not revoke or suspend this permit without the consent of the head of the agency that holds this permit.

B. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the responsible official, such as expiration of the permit by its terms on a specified date or with the consent of the holder. Termination of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the responsible official shall keep each other informed of current mailing addresses, including those necessary for payment of the holder's commensurate or investment share.

<USER NOTES FOR CLAUSE VIII.C>

<Delete clause VIII.C if it does not apply, and re-letter the remaining clause.>

C. SUPERSEDED PERMIT. This permit supersedes a road use permit issued to [holder] dated ____.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE RESPONSIBLE OFFICIAL OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

HOLDER NAME, PRECEDED BY NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY	SIGNATURE	DATE
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APPROVED:

NAME AND TITLE OF RESPONSIBLE OFFICIAL	SIGNATURE	DATE
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<Attach annual operating plan, reconstruction schedule, reconstruction plans and specifications, commensurate share calculation, maintenance requirements, and any other appendices.>

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

NON-FEDERAL COMMERCIAL ROAD USE PERMIT

AUTHORITY:

Section 4 and Section 6 of the National Forest Roads and Trails Act
16 U.S.C. 535 and 537

<Delete all user notes before printing.>

[name and address] (the holder), is hereby granted use of the following roads or road segments and related transportation facilities (hereinafter "roads") on the [ranger district and national forest], for commercial hauling, subject to the terms and conditions of this permit:

<List roads and road segments authorized by this permit.>

APPENDICES

<Delete any inapplicable appendices and re-letter the remaining appendices.>

- A – Annual Operating Plan
- B – Reconstruction Schedule
- C – Reconstruction Plans and Specifications
- D – Commensurate Share Calculation
- E – Maintenance Requirements
- F – Investment Sharing Calculation

TERMS AND CONDITIONS**I. GENERAL TERMS**

A. AUTHORITY. This permit is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 535 and 537, and 36 CFR Part 212, Subpart A, as amended, and is subject to their provisions.

B. RESPONSIBLE OFFICIAL. The responsible official is the [district ranger or forest or grassland supervisor] or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on [date], ____ [months or years] from the date of issuance. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use authorized by this permit. Renewal of the use shall be at the sole discretion of the responsible official.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the responsible official, this action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing a land management plan pursuant to 36 CFR part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements, including state traffic laws, that apply to the permit area, to the extent they do not conflict with

federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use authorized by this permit is not exclusive. The Forest Service reserves the right to use the roads authorized by this permit and to allow others to use them at any time. The holder shall use the roads authorized by this permit in a manner that will not unreasonably or unnecessarily interfere with their use by others, including the Forest Service. Except for any restrictions that the holder and the Forest Service agree are necessary to protect public safety and road investments, the roads authorized by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. OPERATIONS

A. ANNUAL OPERATING PLAN. The holder shall prepare and annually revise by [date] an operating plan. The annual operating plan shall be prepared in consultation with the responsible official or the responsible official's designated representative and shall cover all operations authorized by this permit. At a minimum, the annual operating plan shall specify the date the use authorized by this permit will commence, the duration and extent of the use, the products that will be hauled, a traffic control plan per clause II.C, the names of the holder's employees, contractors, and subcontractors who will use the roads authorized by this permit on behalf of the holder, and any other information regarding the authorized use deemed necessary by the responsible official. The annual operating plan shall be submitted by the holder and approved by the responsible official or the responsible official's designated representative prior to commencement of commercial hauling under this permit and shall be attached to this permit as Appendix A. If there is any material change in the information contained in the annual operating plan, the holder shall notify the responsible official promptly in writing of the change.

B. HOLDER'S REPRESENTATIVE. The holder shall designate a representative for purposes of administration of this permit and shall notify the responsible official in writing who the holder's representative will be.

C. USE RECORDS. Every [insert interval] during periods the holder is conducting commercial hauling on the roads covered by this permit, the holder shall provide scale or other records acceptable to the responsible official that document the quantity hauled, calculated in the unit of measure (e.g., thousands of board feet, tons, cubic yards, or vehicle units) used to determine payments in lieu of performance under clause III.E or the holder's investment share under section V.

D. PUBLIC SAFETY. When the holder is engaged in commercial hauling adjacent to or on National Forest System roads or National Forest System trails open to public travel, the holder shall provide users with adequate warning of hazardous conditions associated with the holder's operations. A traffic control plan for each commercial hauling project shall be approved by the responsible official in writing before commercial hauling commences. Warning devices shall be appropriate for current conditions and shall be covered or removed when not needed. Flags and other warning devices shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and any specifications attached to this permit.

E. TRAFFIC RULES AND USE RESTRICTIONS

1. The holder and its agents, employees, and contractors shall comply with all traffic rules and use restrictions imposed by the Forest Service, including:
 - a. Road closures or use restrictions prompted by weather conditions, a fire hazard, or road construction or maintenance.
 - b. Traffic rules for safe and effective use of roads.
 - c. Regulation of the number of vehicles using a road to prevent traffic congestion.
2. Unless specified in this permit or approved in writing by the responsible official, use of motor vehicles by the holder or its agents, employees, or contractors must be in accordance with the applicable motor vehicle use map (36 CFR 261.13).

3. Temporary traffic control signs, flagging, and warning devices for road construction, operation, or maintenance conducted under this permit shall comply with Part 6 of the MUTCD.
4. The holder shall not load logs on trucks parked on a road, except to recover lost logs.
5. The holder shall not operate vehicles or equipment with cleats or other tracks that will injure the road surface.

<Include clause II.D.6 when the permit authorizes off-highway haul. Otherwise, delete clause II.D.6.>

6. The holder shall not operate logging trucks more than _____ feet wide, more than _____ feet long, or with a gross weight and load of more than _____ tons.

F. REQUIREMENT TO CARRY A COPY OF THE PERMIT. Drivers of all vehicles operating under this permit shall have a copy of the first sheet of this permit in their vehicle. The copy will be presented, on request, to any Forest Service officer.

G. LOAD MARKING. Unless otherwise approved in writing by the responsible official, when hauling wood products under authority of this permit, a 6" minimum size red letter "P" shall be painted on three or more ends of logs visible from the front and on three or more ends of logs visible from the back of the load.

III. PERFORMANCE AND COST RECOVERY

A. RECONSTRUCTION REQUIRED TO ACCOMMODATE USE. The holder shall perform any road reconstruction required to accommodate the holder's use under this permit, or deposit funds sufficient to cover the cost of the reconstruction, before the holder's use commences.

<USER NOTES FOR CLAUSE III.B>

<Delete clause III.B if road reconstruction is not required to accommodate the authorized use, and reletter the remaining clauses in section III.>

B. RECONSTRUCTION SCHEDULE, PLANS, AND SPECIFICATIONS. To accommodate the authorized use, the holder shall perform the road reconstruction described in the attached schedule (Appendix B), in accordance with that schedule and the attached plans and specifications (Appendix C).

C. COMMENSURATE SHARE

1. The holder shall perform maintenance, or deposit funds sufficient to cover the cost of maintenance, commensurate with the holder's use of the roads authorized by this permit (the holder's commensurate share), measured, e.g., in thousand board feet, cubic yards, or vehicle units. The holder shall be entirely responsible for maintenance that is necessitated by the holder's use, i.e., maintenance which would not be necessary if the holder's use did not occur. The holder shall be proportionately responsible with other users of the roads authorized by this permit for maintenance not necessitated by traffic, i.e., maintenance that is necessary due to natural causes such as rain, wind, rock fall, and growth of brush. Maintenance that could be required or for which payment could be required by this clause includes, at a minimum, work addressed in section IV of this permit.
2. The initial calculation of the holder's commensurate share, including the maintenance made necessary by the authorized use and the cost of the maintenance, is shown in Appendix D. The value of the holder's commensurate share for the use authorized by this permit is \$_____, provided that the rate shall be revised upward or downward on the anniversary date of this permit, based on estimated costs and anticipated use of the roads authorized under this permit. If the value of the holder's commensurate share exceeds the cost of maintenance that is performed on the roads authorized by this permit, the difference between the value of the holder's commensurate share and the cost of the maintenance performed shall be deposited in cash, as provided in clause III.E.

D. PERFORMANCE BOND FOR ROAD MAINTENANCE. As a further guarantee of the holder's commensurate share obligation, the responsible official may require the holder to furnish a surety bond or other security.

<USER NOTES FOR CLAUSES III.D.1 and III.D.2>

<Delete clauses III.D.1 and III.D.2 when a performance bond is not required.>

1. As a further guarantee of compliance with the holder's commensurate share obligation, the holder shall deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of \$_____. The responsible official may periodically evaluate the adequacy of the bond or other security and increase or decrease the amount as appropriate. If the bond or other security becomes unsatisfactory to the responsible official, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the responsible official. If the holder fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligations secured under this clause, without prejudice to any other rights and remedies of the United States.
2. The bond shall be released or other security returned 30 days after (a) the responsible official certifies that the obligations covered by the bond or other security are met and (b) the holder establishes to the satisfaction of the responsible official that all claims for labor and material for the secured obligations have been paid or released.

<USER NOTES FOR CLAUSE III.E>

<Include clause III.E when payments are made in lieu of performance of maintenance. Otherwise, delete clause III.E.>

E. PAYMENT IN LIEU OF PERFORMANCE. An initial payment in lieu of performance of maintenance in the amount of \$_____ shall be made before use commences under this permit. Thereafter, payments in lieu of performance shall be made [weekly/monthly] in the amount of \$_____, calculated using the rate of payment for the holder's commensurate share in clause III.C. Payments shall be based on monthly use records submitted per clause II.C. Payments shall be sent to [address]. In lieu of an advance payment, the holder may deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of \$_____. If the holder fails to meet the payment obligation secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligation, without prejudice to any other rights and remedies of the United States. The surety bond shall be released or other security returned 30 days after the responsible official certifies that the obligation covered by the bond or other security is met.

IV. REQUIREMENTS FOR CONDUCTING MAINTENANCE

A. IN GENERAL. When maintenance is performed, it shall be conducted in accordance with the following requirements and the requirements in Appendix E:

1. The holder shall perform maintenance on the roads authorized by this permit that is necessary to protect and repair the roadbed, road surface, and associated transportation facilities.
2. The holder shall resurface the roads authorized by this permit to the extent loss of surfacing is caused by the use authorized by this permit.
3. If other commercial haulers are operating on the roads authorized by this permit, the holder and those commercial haulers shall enter into an agreement for performance of maintenance on these roads. If conflicts arise regarding responsibility for the maintenance, commercial hauling on these roads shall cease until the conflicts are resolved.

B. SNOW REMOVAL. Snow removal shall be conducted in a manner that protects roads, ensures safe and efficient transportation of materials, and prevents erosion damage to roads, streams, and adjacent lands. The holder shall:

1. Remove snow from the entire width of the road surface, including turnouts.
2. Remove snow slides, earth slides, fallen timber, and boulders that obstruct the road surface.
3. Remove snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.
4. Deposit all debris, except snow and ice, removed from the road surface and ditches at locations approved by the responsible official and away from stream channels.
5. Leave at least ____ inches of snow to protect the road.
6. Restore any damage resulting from snow removal in a timely manner.
7. Ensure that snow plowing is conducted in accordance with the traffic control plan required under clause II.C.

The holder shall not:

8. Undercut constructed slopes or remove gravel or other surfacing material from the road surface.
9. Leave snow berms on the road surface. Berms on the shoulder of the road shall be removed or drainage holes shall be opened and maintained. Drainage holes shall be spaced as necessary to obtain satisfactory surface drainage without discharge on erodible fills.
10. Use equipment with cleats or other tracks to plow snow without prior written approval of the responsible official.

<Insert any additional requirements for snow removal.>

<USER NOTES FOR SECTION V>

<Include the following section V when the holder is subject to investment sharing under section 4 of FRTA, 16 U.S.C. 535, and the holder will enter into a cooperative agreement with the Forest Service for the agency to recoup the holder's share of the construction costs for roads authorized under this permit that have been borne by the agency. The authority for the cooperative agreement is section 4 of FRTA and section 1 of the Cooperative Funds and Deposits Act, 16 U.S.C. 565a-1. See FSH 7709.58.>

V. INVESTMENT SHARING. The holder is hauling non-federal forest products from land tributary to roads authorized under this permit, and is therefore subject to investment sharing under 16 U.S.C. 535. The holder and the responsible official have entered into a cooperative agreement for the agency to recoup the holder's share of the construction costs for roads authorized under this permit that have been borne by the agency (the holder's investment share). The holder may contribute funds or may perform maintenance or reconstruction required to accommodate the holder's use to satisfy the holder's investment sharing obligation. The cooperative agreement shall include the holder's investment share calculation and shall be attached to this permit.

<Include the following section V when the holder is subject to investment sharing under section 4 of FRTA and the holder has not entered into a cooperative agreement with the Forest Service for the agency to recoup the holder's share of the construction costs for roads authorized under this permit that have been borne by the agency.>

V. INVESTMENT SHARING

1. The holder is hauling non-federal forest products from land tributary to roads authorized under this permit, and is therefore subject to investment sharing under 16 U.S.C. 535. The holder shall reimburse the Forest Service or, in lieu of reimbursement, perform maintenance or reconstruction required to accommodate the holder's use, for the holder's share of the construction costs for roads authorized under this permit that have been borne by the Forest Service (the holder's investment share). If reconstruction to accommodate the holder's use is required, it shall be completed before the holder's use commences.

2. The holder's investment share shall be based on the percentage of total non-federal forest products on lands tributary to the roads authorized by this permit that the holder will be hauling. The value of the holder's investment share is \$ _____, calculated using the rate of payment for the holder's commensurate share in clause III.C. Payments shall be based on monthly use records submitted per clause II.C. Payments shall be sent to [address]. The holder's investment share shall be paid off at a rate of the total construction costs for roads authorized under this permit divided by the total volume of non-federal forest products (e.g., measured in thousand board feet, tons, cubic yards, or vehicle units) that will be hauled from lands tributary to the roads authorized by this permit over [specify period, typically 20 years]. The calculation of the holder's investment share and the rate of payment are shown in Appendix F.

VI. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is a federal license. This permit does not constitute a contract or lease for purposes of the Contract Disputes Act, 41 U.S.C. 601. This permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. RISK OF LOSS. The holder assumes all risk of loss associated with use of the roads authorized by this permit, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God.

E. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of this clause, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, while conducting commercial hauling under this permit. If the environment or any government property covered by this permit becomes damaged during the holder's use under this permit, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the responsible official and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all

administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.D.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause VI.E.1.

F. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to use of the roads authorized by this permit that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the responsible official of all traffic accidents and any other serious accidents that occur in connection with the authorized use. The responsibility to protect the health and safety of all persons affected by use of the roads authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the roads authorized by this permit or authorized activities of the holder for hazardous conditions or compliance with health and safety standards.

G. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with use of the roads authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder or the holder's employees, contractors, or subcontractors in connection with use of the roads authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, or contractors in connection with use of the roads authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.G of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The responsible official may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. INSURANCE

<USER NOTES FOR CLAUSE VI.I.1>

<Use the minimum coverage established in applicable state law; a cooperative agreement or an easement issued for the roads authorized by the permit; or \$_____, \$_____, and \$_____, respectively, for injury or death to one person, injury or death to two or more persons, and property damage, whichever is greater.>

1. The holder or the holder's employees, contractors, or subcontractors shall have in force automobile insurance covering losses associated with the use authorized by this permit in at least the amount of \$_____ for injury or death to one person, \$_____ for injury or death to two or more persons, and \$_____ for property damage. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the responsible official on the anniversary date of this permit.

2. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under clause VI.I. The policies also shall specify that the insurance company shall give 30 days prior written notice to the responsible official of cancellation of or any modification to the policies.

3. The holder shall furnish proof of insurance, such as a certificate of insurance, to the responsible official prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to clause VI.I to the responsible official immediately upon issuance of the policy. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance should be sent to [address of responsible official].

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The responsible official may revoke or suspend this permit in whole or in part for:

1. Noncompliance with federal, state, or local law.
2. Noncompliance with the terms of this permit.
3. Abandonment or other failure of the holder to exercise the privileges granted.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the responsible official shall give the holder written notice of the grounds for revocation or suspension and a reasonable time, typically not to exceed 90 days, to cure any noncompliance. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

B. IMMEDIATE SUSPENSION. The responsible official may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing.

C. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the responsible official, such as expiration of the permit by its terms on a specified date or with the consent of the holder. Termination of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the responsible official shall keep each other informed of current mailing addresses, including those necessary for payment of the holder's commensurate or investment share.

<USER NOTES FOR CLAUSE VIII.C>

<Delete clause VIII.C if it does not apply, and reletter the remaining clause.>

C. SUPERSEDED PERMIT. This permit supersedes a road use permit issued to [holder] dated ____.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE RESPONSIBLE OFFICIAL OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

HOLDER NAME, PRECEDED BY NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY	SIGNATURE	DATE
---	-----------	------

APPROVED:

NAME AND TITLE OF RESPONSIBLE OFFICIAL	SIGNATURE	DATE
--	-----------	------

<Attach annual operating plan, maintenance requirements, reconstruction schedule, reconstruction plans and specifications, commensurate share calculation, investment sharing calculation, and any other appendices.>

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0016. The time required to complete this information collection is estimated to have no associated burden per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a discrimination complaint write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

PERMIT FOR USE OF ROADS, TRAILS, OR AREAS
RESTRICTED BY REGULATION OR ORDER

Authority: 16 U.S.C. 532-538

<DELETE ALL USER NOTES BEFORE PRINTING>

< No permit may be issued unless a completed Form FS-7700-40 is received.>

For Official Use Only					DATE OF APPLICATION
REGION	STATE	COUNTY	FOREST	RANGER DISTRICT	
1. PERMIT HOLDER (name, address, and e-mail address)					TELEPHONE NUMBER
<div></div> <div></div> <div></div>					() -
2. DESCRIPTION OF RESTRICTED ROADS, TRAILS, OR AREAS					
DATES OF AUTHORIZED USE			AUTHORIZED MOTOR VEHICLE CLASSES AND NUMBER OF MOTOR VEHICLES		
3. DESCRIPTION OF AUTHORIZED USES OTHERWISE PROHIBITED					
4. CONDITIONS OF USE					
a. Authorized uses are subject to all the permit terms and conditions on page 2.					
b. The following additional conditions of use apply:					
c. The following attachments are included as additional conditions of this permit:					

1. This permit shall expire on the last date shown in Block 2. This permit shall not be extended or renewed.
2. This permit is for use only by the holder or the holder's authorized representatives listed in block 2 of the corresponding application when they are acting within the scope of their delegated authority. This permit is not assignable or transferable.
3. There is no fee for this permit.

<USER NOTE FOR CLAUSE 4>

<Select for use the appropriate of the 2 following clauses marked #4, and then delete the remaining clause and extra spaces.>

4. This permit is a federal license that constitutes written authorization for the holder to be on National Forest System roads, on National Forest System trails, or in areas on National Forest System lands that are closed or restricted by regulation or order. This permit does not constitute a contract or lease for purposes of the Contract Disputes Act, 41 U.S.C. 601; does not convey any interest in real property; and may not be used as collateral for a loan.
4. This permit is a federal license that constitutes written authorization for motor vehicle use by the holder on undesignated National Forest System roads, undesignated National Forest System trails, or in undesignated areas on National Forest System lands per 36 CFR 212.51(a)(8) and 261.13(h). This permit does not constitute a contract or lease for purposes of the Contract Disputes Act, 41 U.S.C. 601; does not convey any interest in real property; and may not be used as collateral for a loan.
5. This permit is subject to all valid outstanding rights.
6. The use authorized by this permit is not exclusive. The Forest Service reserves the right to use the roads, trails, and areas authorized by this permit and to allow others to use them at any time. The holder shall use the roads, trails, and areas authorized by this permit in a manner that will not unreasonably or unnecessarily interfere with their use by others, including the Forest Service.
7. A copy of this permit shall be carried in all motor vehicles operated under this permit. When vehicles are parked in restricted areas, a copy of this permit shall be displayed on the dashboard. When a parked motor vehicle does not have a dashboard, a note shall be left on the parked vehicle and the permit copy locked in a vehicle compartment or carried in the operator's possession. This permit shall be presented upon request to any Forest Service officer.
8. Unless specifically authorized by attachments to this permit, the holder shall not reconstruct or maintain routes, plow snow, post signs, erect closure devices, or otherwise restrict use of routes by other authorized traffic.
9. In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements, including state traffic laws, that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy.
10. The holder assumes all risk of loss associated with use of the roads authorized by this permit, including theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of nature.
11. The holder shall be liable for all injury, loss, or damage, including but not limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, and fire suppression or other types of abatement costs, associated with the use and occupancy authorized by this permit.
12. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with use of the roads authorized by this permit. The responsible official may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.
13. The holder shall have in force motor vehicle insurance covering losses associated with the use authorized by this permit in at least the minimum amounts prescribed by law for operating motor vehicles on public roads in the State.
14. The responsible official may suspend or revoke this permit in whole or in part for noncompliance with federal, state, or local law; noncompliance with the terms of this permit; or abandonment or other failure of the holder to exercise the privileges granted. Prior to revocation or suspension, other than immediate suspension under clause 15, the responsible official shall give the holder written notice of the grounds for revocation or suspension and a reasonable time, typically not to exceed 7 days, to cure any noncompliance. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.
15. The responsible official may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing.
16. The holder and the responsible official shall keep each other informed of current mailing addresses.
17. No member of or delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
18. If there is a conflict between any of the preceding printed clauses and any clauses contained in attachments to this permit, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE RESPONSIBLE OFFICIAL OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

HOLDER NAME, PRECEDED BY NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY	SIGNATURE	DATE
---	-----------	------

APPROVED:

NAME AND TITLE OF RESPONSIBLE OFFICIAL	SIGNATURE	DATE
--	-----------	------

<Attach any appendices.>

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0016. The time required to complete this information collection is estimated to have no associated burden per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

BPA/FS 2017 MOU

APPENDIX D

CATEGORY 5 MASTER COST RECOVERY AGREEMENT

Between

**UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
[NORTHERN, INTERMOUNTAIN, PACIFIC SOUTHWEST, OR
PACIFIC NORTHWEST] REGION]**

and

**BONNEVILLE POWER ADMINISTRATION
UNITED STATES DEPARTMENT OF ENERGY**

<Delete all instructions prior to printing.>

<Use this as a master cost recovery agreement for each affected region and Bonneville. Cost recovery for specific projects should be tiered to this master agreement.>

This category 5 master cost recovery agreement (agreement) is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, UNITED STATES FOREST SERVICE, [NORTHERN, INTERMOUNTAIN, PACIFIC SOUTHWEST, OR PACIFIC NORTHWEST] REGION (the Forest Service), and the BONNEVILLE POWER ADMINISTRATION, UNITED STATES DEPARTMENT OF ENERGY (the federal holder) under 36 CFR 251.58.

A. RECITALS

1. Category 5 Processing Fees. The federal holder will submit a group of applications or similar applications under this agreement in connection with the federal holder's transmission lines on National Forest System (NFS) lands in the [Northern, Intermountain, Pacific Southwest, or Pacific Northwest] Region. Therefore, the fee for processing these applications will fall within category 5 and will be established pursuant to the applicable Forest Service processing fee schedule if 50 hours or less are needed to process the applications or full actual costs if more than 50 hours are needed to process the applications.
2. Category 5 Monitoring Fees. The Forest Service may incur costs in connection with monitoring compliance with the federal holder's special use authorizations for its transmission facilities on NFS lands (hereinafter "authorizations"). Therefore, the fee for monitoring these authorizations will fall within category 5 and will be established pursuant to the applicable Forest Service monitoring fee schedule if 50 hours or less are needed to monitor the authorizations or full actual costs if more than 50 hours are needed to monitor the authorizations.
3. Applications Subject to this Agreement. On [date], the Forest Service accepted the federal holder's application or applications for a proposed project for [name of transmission line] in connection with the federal holder's use and occupancy of NFS lands (hereinafter "the applications"). The applications are enumerated in Appendix A; a description of the proposed project and a map of the area where the proposed project will be conducted are contained in Appendix B; and the corresponding environmental analysis is referenced in Appendix C. The Forest Service shall assess the federal holder a cost recovery fee for the Forest Service's costs to process the applications.

<If this agreement covers monitoring fees, include clause A.4. Otherwise, delete it, and renumber the remaining clauses in the recitals section accordingly. If this agreement is solely for monitoring, delete clause A.3, renumber clause A.4 as clause A.3, and renumber the remaining clauses in the recitals section accordingly.>

4. Authorizations and Geographic Area Covered by this Agreement. The authorizations covered by this agreement are enumerated in Appendix A. The area covered by this agreement is located in a linear area at or near the [name of transmission line]. Legal descriptions for the area where this project will be conducted are:

[Enumerate the legal descriptions.]

[Include a description of the proposed project and its location.] A more detailed description of the proposed project and a map of the area covered by this agreement are contained in Appendix B. The corresponding environmental analysis is referenced in Appendix C. The Forest Service shall assess the federal holder a cost recovery fee for the Forest Service's costs to monitor compliance with the project plan.

5. Waiver of Reasonableness Determination. In signing this agreement for major category applications or authorizations, the federal holder waives the right to request a reduction of the processing or monitoring fee based upon the reasonableness factors in 36 CFR 251.58(c)(1)(ii)(A) or (d)(1)(ii)(A). Therefore, the Forest Service is entitled to recover its full actual costs for all major category applications or authorizations covered by this agreement.

<Delete clauses A.6 and A.7 and renumber the remaining clause if this agreement is solely for monitoring.>

6. Effect of Payment of Processing Fees on Applications. Payment of a processing fee by the federal holder does not obligate the Forest Service to authorize the federal holder's proposed use and occupancy. If a major category application is denied or withdrawn in writing, the federal holder is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the federal holder's withdrawal. If the federal holder withdraws a major category application, the federal holder also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.

7. Forest Service Review of Environmental Analysis. The federal holder shall serve as the lead agency for National Environmental Policy Act (NEPA) compliance and all federal consultations related to proposed projects or applications covered by this agreement. The Forest Service shall review the environmental analysis prepared by the federal holder for each application enumerated in Appendix A and shall provide comments as needed for completion of the appropriate level of environmental analysis for the application. The parties shall work on resolution of any comments submitted by the Forest Service on the federal holder's environmental analysis.

8. Disclosure of Information. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

<Use Part I if the agreement covers processing fees. Otherwise, delete it.>

PART I – PROCESSING FEES

B. BASIS FOR PROCESSING FEES

Processing fees for the applications are based upon the direct and indirect costs that the Forest Service incurs in reviewing the applications, conducting environmental analyses of the effects of the proposed use, reviewing any federal holder-generated environmental documents and studies, conducting site visits, evaluating the federal holder's technical and financial qualifications, making a decision on whether to issue the authorizations, and preparing documentation of analyses, decisions, and authorizations for the applications. Processing fees do not include costs incurred by the federal holder, including the federal holder's costs for the environmental analysis.

The processing fee for the applications shall be based only on costs that are necessary for processing the applications. "Necessary for" means that but for the applications, the costs would not have been incurred. The

processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the applications. Proportional costs for analyses, such as capacity studies, that are necessary for the applications may be included in the processing fee.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the applications and an estimate of the Forest Service's costs to process the applications, which shall be incorporated into this agreement as Appendix D. This scope of work shall report direct costs in categories that correspond to those in the Forest Service's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the Forest Service's processing costs shall include the Forest Service's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Environmental Analysis. The Forest Service shall cooperate with the preparation and review of the environmental analysis associated with the projects or applications covered by this agreement in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. To avoid duplication, the federal holder and the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate NEPA requirements and other environmental review and consultation requirements. The Forest Service reserves the right to provide input on the scope and content of the environmental analysis, to provide comments on the environmental analysis, and to work with the federal holder on resolution of those comments. The Forest Service shall not delegate to another agency, including the federal holder, its authority to approve or deny the applications.

<Carefully estimate the processing fee to minimize underpayment or overpayment. Ensure that there is sufficient documentation of the costs.>

<A separate bill may be sent for applications that are added to Appendix A after this agreement is executed.>

<Select the appropriate set of C.3 and C.4 clauses, and delete the other set.>

<If the estimated processing fee is less than \$10,000, use the following C.3 and C.4 clauses.>

3. Billing. The Forest Service shall bill the federal holder prior to commencement of work. The federal holder agrees to pay, through Intra-governmental Payment and Collection (IPAC), the estimated processing fee of \$_____. The bill for the estimated processing fee will be sent by the Forest Service's Albuquerque Service Center.

4. Payment. The federal holder shall pay, through IPAC, the estimated processing fee within 30 days of the date the bill for the fee was issued. The Forest Service shall not initiate processing the application until the estimated processing fee is paid. If the federal holder fails to pay the estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

<If the estimated processing fee is more than \$10,000, use the following C.3 and C.4 clauses. Use the scope of work (Appendix C) to determine amounts billed monthly or quarterly.>

3. Billing. The Forest Service shall bill the federal holder prior to commencement of work. The federal holder agrees to pay, through IPAC, the initial estimated processing fee of \$_____ and a subsequent [monthly or quarterly estimated processing fee of \$_____, for a total of \$_____]. The initial bill for the estimated processing fee will be sent by the Forest Service's Albuquerque Service Center.

4. Payment. The federal holder shall pay, through IPAC, the initial estimated processing fee and any subsequent estimated processing fee within 30 days of the date the bill for the fee was issued. The Forest Service shall not initiate processing the application until the initial estimated processing fee is paid. If the federal holder fails to pay

the initial or any subsequent estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

<In clause C.5, select “quarterly” or “annually” if the project will be completed in more than one year.
Select “upon completion of the project” if the project will be completed in one year or less.>

5. Statement of Costs. The Forest Service shall [quarterly, annually, or upon completion of the project] report costs incurred for processing the applications by providing a financial statement from the agency's accounting system to the federal holder.

<Ensure that there is sufficient documentation for reconciliation under clauses
C.6 and C.7.>

6. Underpayment. When the estimated processing costs are lower than the final processing costs for the applications, the federal holder shall pay the difference between the estimated and final processing costs within 30 days of billing.

7. Overpayment. If payment of the processing fee exceeds the Forest Service's final processing costs for the applications, the Forest Service shall either (a) refund the excess payment to the federal holder or (b), at the federal holder's request, shall credit it towards monitoring fees due.

8. Disputes

a. If the federal holder disagrees with the processing fee category assigned for a minor category or, in the case of a major processing category, with the estimated dollar amount of the processing costs, the federal holder may submit a written request before the disputed fee is due for substitution of an alternative fee category or alternative estimated costs to the immediate supervisor of the authorized officer who determined the fee category or estimated costs. The written request must include supporting documentation.

b. If the federal holder pays the full disputed processing fee, the Forest Service shall continue to process the applications during the supervisory officer's review of the disputed fee, unless the federal holder requests that the application processing cease.

c. If the federal holder fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the federal holder's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the federal holder. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the federal holder if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the fee category or estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of an alternative fee category or alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on [date]. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The federal holder is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the federal holder shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is [name, title, and telephone number].

The federal holder's contact is Bonneville Power Administration, United States Department of Energy, 905 NE 11th Avenue, Portland, OR 97232, (503) 230-3000.

<If the agreement covers both processing and monitoring fees, delete the signature block below.>

This agreement is accepted subject to all its terms and conditions.

[name]
[title]
Bonneville Power Administration
United States Department of Energy

Date

[name of authorized officer]
Regional Forester
[Northern, Intermountain, Pacific Southwest, or Pacific Northwest] Region
United States Department of Agriculture
United States Forest Service

Date

<Include Part II if the agreement covers monitoring fees. Otherwise, delete it. Part II may be added later if monitoring fees are assessed after the agreement is signed.>

PART II – MONITORING FEES

B. BASIS FOR MONITORING FEES

1. Minor Category Authorizations. For minor category authorizations, the Forest Service shall assess the federal holder a monitoring fee based upon the estimated time needed for Forest Service monitoring to ensure compliance with the authorization or authorizations during construction or reconstruction of temporary or permanent facilities and rehabilitation of the construction or reconstruction site. The assessed monitoring fee for minor category authorizations shall be taken from the applicable Forest Service monitoring fee schedule.

2. Major Category Authorizations. For major category authorizations, the Forest Service shall assess the federal holder a monitoring fee based upon the Forest Service's estimated full actual costs to ensure compliance with the terms and conditions of the authorization or authorizations during all phases of their term, including but not limited to monitoring to ensure compliance with the authorization or authorizations during the construction or reconstruction of temporary or permanent facilities and rehabilitation of the construction or reconstruction site.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for monitoring the authorizations and an estimate of the agency's costs to monitor the authorizations, which will be incorporated into this agreement as Appendix D. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the scope of work shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

<Carefully estimate the processing fee to minimize underpayment or overpayment. Ensure that there is sufficient documentation of the costs.>

<Select the appropriate set of C.3 and C.4 clauses and delete the other set.>

<If the estimated processing fee is less than \$10,000, use the following C.2 and C.3 clauses.>

2. **Billing.** The Forest Service shall bill the federal holder prior to commencement of construction, reconstruction, rehabilitation, or any other activity subject to a monitoring fee. The federal holder shall pay, through Intra-governmental Payment and Collection (IPAC), the estimated monitoring fee of \$_____ before or at the same time the authorization is issued. \$_____. The bill for the estimated monitoring fee is attached.

3. **Payment.** The federal holder shall pay the estimated monitoring fee, through IPAC, within 30 days of the date the bill for the fee was issued. The Forest Service shall not initiate monitoring the authorization until the estimated monitoring fee is paid. If the federal holder fails to pay the estimated monitoring fee or the fee is late, the Forest Service shall not issue the authorization or shall suspend or revoke the authorization in whole or in part.

<If the estimated processing fee is more than \$10,000, use the following C.2 and C.3 clauses. Use the scope of work (Appendix D) to determine amounts billed monthly or quarterly.>

2. **Billing.** The Forest Service shall bill the federal holder prior to commencement of construction, reconstruction, rehabilitation, or any other activity subject to a monitoring fee. The federal holder shall pay, through IPAC, the initial estimated monitoring fee of \$_____ before or at the same time the authorization is issued and a subsequent [monthly or quarterly] estimated monitoring fee of \$_____, for a total of \$_____. \$_____. The bill for initial estimated monitoring fee is attached.

3. **Payment.** The federal holder shall pay, through IPAC, the initial estimated monitoring fee and any subsequent estimated monitoring fees within 30 days of the date the bill for the fee was issued. The Forest Service shall not initiate monitoring the authorization until the estimated monitoring fee is paid. If the federal holder fails to pay the initial or any subsequent estimated monitoring fee or the fee is late or fees due become delinquent, the Forest Service shall not issue the authorization or shall suspend or revoke the authorization in whole or in part.

<In clause C.4, select "quarterly" or "annually" if the project will be completed in more than one year. Select "upon completion of the project" if the project will be completed in one year or less.>

4. **Statement of Costs.** The Forest Service shall [quarterly, annually, or upon completion of the project] report costs incurred for monitoring the authorizations by providing a financial statement from the Forest Service's accounting system to the federal holder.

<Ensure that there is sufficient documentation for reconciliation under clauses C.5 and C.6.>

5. **Underpayment.** When the estimated monitoring costs are lower than the final monitoring costs for the authorizations, the federal holder shall pay the difference between the estimated and final monitoring costs within 30 days of billing.

6. **Overpayment.** If payment of the monitoring fee exceeds the Forest Service's final monitoring costs for the authorizations, the Forest Service shall either (a) adjust the next periodic payment to reflect the overpayment or (b) refund the excess payment to the federal holder.

7. **Disputes**

a. If the federal holder disagrees with the monitoring fee category assigned for a minor category or, in the case of a major monitoring category, with the estimated dollar amount of the monitoring costs, the federal holder may submit a written request before the disputed fee is due for substitution of an alternative fee category or alternative estimated costs to the immediate supervisor of the authorized officer who determined the fee category or estimated costs. The written request must include supporting documentation.

b. If the federal holder pays the full disputed monitoring fee, the Forest Service shall issue the authorizations and/or allow the use and occupancy to continue during the supervisory officer's review of the disputed fee, unless the federal holder elects not to exercise the authorized use and occupancy of National Forest System lands during the review period.

c. If the federal holder fails to pay the full disputed monitoring fee, the Forest Service shall not issue the applicant an authorization for any new uses or shall suspend or revoke the federal holder's existing authorization in whole or part pending the supervisory officer's determination of an appropriate monitoring fee and the federal holder's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed monitoring fee within 30 calendar days of receipt of the written request from the federal holder. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the federal holder if the supervisory officer does not respond to the written request within 30 days of receipt.

8. Lack of Administrative Appeal. A decision by an authorized officer to assess a monitoring fee or to determine the fee category or estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of an alternative fee category or alternative estimated costs likewise is not subject to administrative appeal.

9. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

10. Expiration and Termination. This agreement expires on December 31, 2027. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The federal holder is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

11. Principal Point of Contact. The Forest Service and the federal holder shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is [name, title, and telephone number].

The federal holder's contact is Bonneville Power Administration, United States Department of Energy, 905 NE 11th Avenue, Portland, OR 97232, (503) 230-3000.

This agreement is accepted subject to all its terms and conditions.

[name]
[title]
Bonneville Power Administration
United States Department of Energy

Date

[name of authorized officer]
Regional Forester
[Northern, Intermountain, Pacific Southwest, or Pacific Northwest] Region

Date

United States Department of Agriculture
United States Forest Service

<Attach the following and any other appendices to this agreement.>

APPENDIX A

Applications and Authorizations Subject to this Agreement

Applications

Authorizations

APPENDIX B

Description of the Proposed Project and Map of the Project Area

APPENDIX C
Environmental Analysis

APPENDIX D

Scope of Work

BPA/FS 2017 MOU

APPENDIX E

CONSISTENCY CHECKLIST FOR ACTIVITIES IN THE COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

During the design phase for each of Bonneville's planned or proposed activities and projects on National Forest System (NFS) lands and non-NFS lands in the CRGNSA, Bonneville will provide the following information via e-mail, mail, or facsimile to the Forest Service's CRGNSA office. The Forest Service's CRGNSA contact is the Planning Staff Officer, 541-308-1716, 902 Wasco Avenue, Suite 200, Hood River, OR 97031:

- ☐ Project name and location.
- ☐ Name, e-mail address, telephone numbers, and mailing address for Bonneville's project manager and environmental compliance lead.
- ☐ Estimated project timeline.
- ☐ Detailed description of the planned or proposed activities or projects, including activities associated with projects.
- ☐ Engineering plans, which may include drawings, grading plans, and the volume of any anticipated excavation.
- ☐ Project-specific geographic information system (GIS) data, including:
 - ☐ Structures, structure numbers, and right-of-way boundaries for affected transmission facilities.
 - ☐ Federal holder access roads and trails and NFS roads and trails to be used, including identifying information.
 - ☐ Location of planned or proposed activities or projects (consistent with project description).
- ☐ Maps showing the foregoing project-specific GIS data, with legend, scale, and labels, as well as:
 - ☐ CRGNSA boundary.
 - ☐ CRGNSA Urban Area boundaries.
 - ☐ Affected NFS and other federal lands.
 - ☐ Bodies of water and other geographic features in the affected area.
 - ☐ Date map created or revised.

The Forest Service CRGNSA office can provide NFS and CRGNSA-specific GIS datasets.

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APPENDIX F

<This template may be supplemented as needed to address additional types of work with the written agreement of both parties.>

<Delete all user notes prior to printing.>

<Select the appropriate text in brackets and delete the rest.>

[ROAD MAINTENANCE AGREEMENT/ROAD PROJECT AGREEMENT]

Between the

**UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION**

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
_____ NATIONAL FOREST**

The United States Department of Energy, Bonneville Power Administration (BPA), and the United States Department of Agriculture, United States Forest Service (FS), _____ National Forest, in accordance with paragraph XXX of the Memorandum of Understanding between BPA and the FS dated XXX, hereby enter into the following agreement for [routine/non-routine] maintenance of National Forest System (NFS) roads (hereinafter "Agreement") under the permit issued by the FS for BPA's _____ electric transmission line.

1. NFS Roads (name, route number, or other identifier):

2. Maintenance Plan (at a minimum, specify types of maintenance, e.g., routine, seasonal, or partial maintenance and maintenance of structural facilities; desired standards and results; and any applicable special conditions):

3. Federal Holder's Commensurate Share

a. Federal Holder's Commensurate Share Responsibility. The federal holder shall perform maintenance, or deposit funds sufficient to cover the cost of maintenance, commensurate with the federal holder's use of the roads covered by this Agreement (the federal holder's commensurate share), measured, e.g., in thousand board feet, cubic yards, or vehicle units. The federal holder's commensurate share is maintenance that is necessitated by the federal holder's use, i.e., maintenance which would not be necessary if the federal holder's use did not occur.

b. Commensurate Share Calculation. The initial calculation of the federal holder's commensurate share, including the maintenance made necessary by the federal holder's use and the cost of the maintenance, is shown in an appendix to this Agreement. The value of the federal holder's commensurate share is \$_____, provided that the rate shall be revised upward or downward on the anniversary date of this Agreement, based on estimated costs and anticipated use of the roads covered by this Agreement. If the value of the federal holder's commensurate share exceeds the cost of maintenance that is performed on the roads covered by this Agreement, the difference between the value of the federal holder's commensurate share and the cost of the maintenance performed shall be deposited in cash, as provided in paragraph 3.c.

**<Include paragraph 3.c when payments are made in lieu of performance of maintenance.
Otherwise, delete paragraph 3.c.>**

c. Payment in Lieu of Performance. An initial payment in lieu of performance of maintenance in the amount of \$_____ shall be made before road use commences under this Agreement. Thereafter, payments in lieu of performance shall be made [weekly/monthly] in the amount of \$_____, calculated using the rate of payment for the federal holder's commensurate share in paragraph 3.b. Payments shall be sent to [address].

4. Location as Shown on Attached Map (drawing number, name, date, or other identification): _____

5. Legal Description (if applicable): _____

6. County: _____

7. Appropriate Maps or Right-of-Way Plat Attached (if applicable), y/n: _____

8. Right-of-Way Width: _____

9. Right-of-Way Length: _____

10. Maintenance Period: ☐ Perpetual ☐ Term ☐ Other
(Years)

Explanation: _____

11. Maintenance Frequency: _____

22. Points of Contact:

BPA: [name]
[title]
[address]
[telephone number]
[e-mail address]

FS: [name]
[title]
[address]
[telephone number]
[e-mail address]

UNITED STATES DEPARTMENT
OF ENERGY
BONNEVILLE POWER ADMINISTRATION

UNITED STATES DEPARTMENT
OF AGRICULTURE
UNITED STATES FOREST SERVICE
_____ NATIONAL FOREST

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

BPA/FS 2017 MOU

APPENDIX G

ROAD USE INSTRUMENTS*

NFS Roads	Road Maintenance Agreement Required	Road Project Agreement Required	Road Use Permit Required**
Listed in Appendix D to the FLPMA permit.	<p>No, unless:</p> <ul style="list-style-type: none"> • There is a one-way average daily traffic count of 50 or more; or • Use of equipment or vehicles that exceed maximum load, weight, length, height, or width restrictions applicable to state road system. 	New construction of transmission facilities, road and trail construction and reconstruction, non-routine transmission facility maintenance, or fiber optic cable installation.	<p>When road project agreement is not in place, and federal holder or federal holder's contractors:</p> <ul style="list-style-type: none"> • Use a motor vehicle on NFS road or NFS trail that is not designated for that use. • Haul on NFS road where that use is otherwise restricted. • Use NFS road that is closed to the public. • Use NFS road in manner that would otherwise be in violation of traffic rule in effect for the road.
Not listed in Appendix D to the FLPMA permit.	No.	New construction of transmission facilities, road and trail construction and reconstruction, non-routine transmission facility maintenance, or fiber optic cable installation.	<p>When road project agreement is not in place, and federal holder or federal holder's contractors:</p> <ul style="list-style-type: none"> • Use a motor vehicle on NFS road or NFS trail that is not designated for that use. • Haul on NFS road where that use is otherwise restricted. • Use NFS road that is closed to the public. • Use NFS road in manner that would otherwise be in violation of traffic rule in effect for the road.

* More than one type of instrument may be required for a transmission facility ROW.

** Use Forest Service Form FS-7700-48, Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order, to authorize Bonneville's or Bonneville's contractors' motor vehicle use on an NFS road or NFS trail that is not designated for that use. Use road use permit for Federal Entities to authorize Bonneville to haul on an NFS road where that use is otherwise restricted, use an NFS road that is closed to the public, or use an NFS road that would otherwise be in violation of a traffic rule in effect for the road. Use Forest Service Form FS-7700-41 to authorize Bonneville's contractors to haul on an NFS road where that use is otherwise restricted, use an NFS road that is closed to the public, or use an NFS road that would otherwise be in violation of a traffic rule in effect for the road.

Auth ID: CHL85 Contact Name: BONNEVILLE POWER ADMINISTRATION Expiration Date: 12/31/2047 Use Code: 804	FS-2700-10c (REV-02/17) OMB No. 0596-0082
<p style="text-align: center;">U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE</p> <p style="text-align: center;">COMMUNICATIONS USE PERMIT FOR FEDERAL AGENCIES</p> <p style="text-align: center;">AUTHORITY: Section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5)</p>	
<p>BONNEVILLE POWER ADMINISTRATION of P.O. BOX 3621 TERR-3 PORTLAND, OR 97208.</p> <p>THIS COMMUNICATIONS USE PERMIT FOR FEDERAL AGENCIES is issued by the United States Forest Service (Forest Service) under section 501(a)(5) of the Federal Land Policy and Management Act (43 U.S.C. 1761(a)(5)) to BONNEVILLE POWER ADMINISTRATION (the holder).</p> <p>The "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this permit. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the SALMON-CHALLIS NATIONAL FOREST responsible for administering the National Forest System lands covered by this permit.</p> <p>This permit is granted to the holder to operate a microwave communications facility in the County of Custer, Idaho of Grouse Peak South Communications Site, (hereinafter the "permit area"). The holder accepts this permit, subject to all valid existing rights, and agrees to use the permit area only for the construction, operation, maintenance, and termination of a microwave communications facility. Authorized facilities under this permit include:</p> <p>Equipment shelter: 20' X 52' concrete modular Antenna support structure: 100 foot un-guyed lattice tower with panel antennas and microwave dishes on a 40' by 40' concrete pad Ancillary improvements: two 2,000 gallon propane tanks</p> <p>The location of the permit area is described or shown generally in the communications site management plan and/or communications site map dated 12/21/2017 for the Grouse Peak South Communications Site, which is incorporated into this permit as Appendix A.</p> <p>The following additional appendices are incorporated into this permit: none</p> <p>This permit is subject to the following terms and conditions.</p> <p>I. GENERAL TERMS</p> <p>A. TERM. This permit shall expire at midnight on 12/31/2047.</p> <p>B. RENEWAL. The use and occupancy authorized by this permit may be renewed upon expiration, provided that, as determined by the authorized officer, (1) the holder desires to renew the use and occupancy; 2) the communications facilities are still being used for the purposes authorized; (3) the communications facilities are</p>	

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5/23/19

being operated and maintained in accordance with all the terms and conditions of this permit; and (4) the holder is in compliance with all the terms and conditions of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

C. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when deemed necessary or desirable by the authorized officer to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 219.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. RESERVATIONS. All rights not specifically granted to the holder are reserved to the Forest Service, including:

1. The right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the Forest Service under any law or regulation.

2. The right to use, administer, and dispose of all natural resources and improvements other than the communications facilities, including the right to use roads and trails and authorize rights-of-way and other uses in the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the Forest Service agree are necessary to protect public health and safety, property, and the installation and operation of the communications facilities, the permit area shall remain open to the public for all lawful purposes.

3. The right to modify the communications site management plan as deemed necessary by the authorized officer.

4. The right to require common use of the permit area and to authorize use of the permit area, including the subsurface and air space, for compatible uses.

F. ASSIGNABILITY. This permit is not assignable or transferable.

G. TRANSFER OF TITLE TO THE IMPROVEMENTS

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

H. CONVEYANCE OF LANDS COVERED BY THIS PERMIT. The authorized officer shall give the holder at least 90

days prior written notice of any pending conveyance of the lands covered by this permit. With the holder's consent, the Forest Service may convey the lands covered by this permit without reserving the right-of-way granted by this permit. If the holder does not consent to conveyance without reservation of the right-of-way, the Forest Service may convey the lands covered by this permit only if the lands are subject to the right-of-way granted by this permit.

II. IMPROVEMENTS

A. **LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. **PLANS.** All development, operation and maintenance of the authorized facilities, improvements, and equipment located in the permit area shall be in accordance with stipulations in the communications site management plan approved by the authorized officer. If required by the authorized officer, all plans for development, layout, construction, or alteration of improvements in the permit area, as well as revisions of those plans, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These plans must be approved in writing by the authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

III. HOLDER'S RESPONSIBILITIES

A. **RENTAL OF SPACE.** The holder is authorized to rent space and provide other services to customers and tenants in the communications facilities authorized by this permit and shall charge each customer or tenant a reasonable rent without discrimination for the use and occupancy of the facilities and services provided. The holder shall not impose unreasonable restrictions or restrictions restraining competition or trade. By October 15 of each year, the holder shall provide the authorized officer a certified statement listing by category of use all tenants and customers in the communications facilities authorized by this permit on September 30 of that year.

B. **COMMUNICATIONS SITE MANAGEMENT PLAN.** All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the authorized officer.

C. **LACK OF A DUTY OF THE UNITED STATES TO INSPECT.** The obligations of the holder under this permit are not contingent upon any duty of the authorized officer or other agent of the United States to inspect the permit area. A failure by the United States or other governmental officials to inspect is not a defense to noncompliance with any of the terms or conditions of this permit. The holder waives all defenses of laches or estoppel against the United States. The holder shall at all times keep the title of the United States to the permit area free and clear of all liens and other encumbrances.

D. **COMPLIANCE WITH APPLICABLE COMMUNICATIONS REQUIREMENTS.** Use of communications equipment under this permit is contingent upon possession of a valid Federal Communication Commission (FCC) license or National Telecommunications and Information Administration (NTIA) authorization and operation of that equipment is in strict compliance with applicable requirements of the FCC or NTIA. A copy of each FCC license

or NTIA authorization shall at all times be maintained by the holder for each transmitter being operated. Upon request, the holder shall provide the authorized officer with a current copy of all FCC licenses and NTIA authorizations for communications equipment in or on facilities covered by this permit.

E. OPERATION OF COMMUNICATIONS EQUIPMENT. The holder shall ensure that communications equipment operated by the holder and the holder's tenants and customers in the communications facilities authorized by this permit operates in a manner that will not cause harmful interference with the operation of existing communications equipment in or adjacent to the permit area. If the authorized officer or authorized FCC official determines that use of communications equipment by the holder or the holder's tenants and customers interferes with existing communications equipment, the holder shall promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or authorized FCC official.

F. TECHNICAL INFORMATION. Upon request, the holder shall furnish the authorized officer with technical information concerning the communications equipment located in the permit area. Both the authorized officer and holder shall follow federal guidelines when dealing with classified or sensitive security information.

G. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with tenants and customers with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the permit area and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

H. USE OF NATIONAL FOREST SYSTEM ROADS AND TRAILS. The holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the communications site management plan.

I. CONDITION OF OPERATIONS. The holder shall maintain the communications facilities and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect National

Forest System resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

J. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and communications facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or communications facilities authorized by this permit. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The Forest Service is not liable to the holder for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

C. SERVICES NOT PROVIDED. This permit is for the use and occupancy of land for the purposes stated in this permit and does not provide for the furnishing of road maintenance, water, fire protection, or any other service by an entity or individual.

D. RISK OF LOSS. The holder assumes all risk of loss to the communications facilities. Loss to the communications facilities may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the communications facilities are destroyed or substantially damaged, the authorized officer shall, in consultation with the holder and other affected agencies, conduct an analysis to determine whether the communications facilities can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

E. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during, or after the term of this permit, and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

F. LIABILITY FOR INJURY. As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all costs of damages and injury to persons, personal property, and land

caused by its operations and activities under the terms of this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any awards or claims and to repair damages to the land within the permit area. The Forest Service is exempt from any liability, other than administrative costs, that may arise in connection with use of the permit area.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. WATER POLLUTION. No waste or by-product shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall contact the appropriate law enforcement officer to address these problems.

D. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, or fish without the prior written approval of the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

E. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately

notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

G. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or identified in the communications site management plan. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these areas by the holder or the Forest Service shall be promptly reported to the other party.

H. CONSENT TO STORE HAZARDOUS MATERIALS. For purposes of this clause, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

I. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the Forest Service authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder

shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service free and clear of contamination.

J. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all applicable federal, state, and local laws and regulations.

V. RENTAL

A. HOLDER'S USE AND OCCUPANCY. The holder's occupancy and use under this permit are exempt from rent under federal law and regulation.

B. TENANTS' USE AND OCCUPANCY. The holder shall pay rent annually as determined by the authorized officer in accordance with law, regulation, and policy for any tenant's occupancy and use of the facilities authorized by this permit. The annual rent shall be adjusted by the authorized officer each year using the Consumer Price Index–Urban (CPI–U); to reflect changes in market value and tenant occupancy; and to include phase-in rent, if applicable.

C. DUE DATE. Rent is due and payable at the close of business on January 1 of each year for which a payment is due. Payments shall be made by check, draft, money order, or intergovernmental payment system to the USDA, Forest Service. If the due date for the rent or rent calculation statement falls on a non-work day the payment will not be due until the close of business on the next work day. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

D. LATE PAYMENTS

1. Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the U.S. Treasury (i.e., the U.S. Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

2. Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

3. Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

4. Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The

holder shall remain responsible for the delinquent fees.

5. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

- (a) Administrative offset of payments due the holder from the Forest Service.
- (b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
- (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
- (d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may not revoke or suspend this permit without the consent of the head of the agency that holds this permit.

B. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

C. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. For example, this permit terminates upon expiration or upon a change in ownership of the communications facilities. Termination of this permit does not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

D. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove within a reasonable period prescribed by the authorized officer all structures and improvements installed by the holder in the permit area and shall restore the site to the satisfaction of the authorized officer. Prior to conducting any removal or restoration activities, the holder shall prepare a removal and restoration plan for the permit area, which must be approved in writing by the authorized officer.

E. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms and conditions shall remain in effect and shall be binding on the holder.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The Forest Service and the holder shall keep each other informed of current mailing addresses.

C. DOCUMENTATION. The permit holder must provide the authorized officer with documentation that the signatory for the holder has the authority to bind the holder to the terms and conditions of the permit.

D. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. Communications Site - License/Authorization (X-50). Unless not subject to licensure under applicable regulations, use of communications equipment requires a valid Federal Communications Commission (FCC) license or Director of Telecommunication Management/ Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and operation of the equipment must be in strict compliance with applicable FCC or DTM/IRAC requirements. Uses that are not subject to authorization by the FCC or DTM/IRAC must be operated in the permit area in accordance with applicable FCC or DTM/IRAC standards. A copy of each applicable license or authorization shall be maintained by the holder. Upon request, the holder shall provide the Authorized Officer with a current copy of any of these licenses or authorizations.

F. Communications Site - Equipment Interference (X-51). The holder shall ensure that the holder's equipment operates in a manner which will not cause harmful interference with the operation of existing equipment at or adjacent to the communications site identified in this permit. If the Authorized Officer or authorized FCC official determines that the holder's use interferes with existing equipment, the holder shall promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

G. Communications Site - Technical Information (X-52). Upon request, the holder shall furnish to the Authorized Officer on form FS-2700-10 technical information concerning the holder's communications equipment located in the permit area.

This permit is accepted subject to the conditions set out above.

Bonneville Power Administration

By: _____

(b)(6)

Joseph E. Cottrell II
Print name of Authorized Officer

Title: *Realty Specialist*

Date: *1/8/2019*

U.S. DEPARTMENT OF AGRICULTURE

Forest Service: _____

By: _____

(b)(6)

Charles A. Mark

Title: Forest Supervisor

Date: *1/30/19*

Burden and Nondiscrimination Statements

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 059G-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Categorical Exclusion Determination

Bonneville Power Administration
Department of Energy



Proposed Action: Tectonic Radio Tower Installation (Update to previous CX issued on August 28, 2023)

Project No.: P01405

Project Manager: Vincent "Charley" Majors

Location: Custer County, Idaho

Categorical Exclusion Applied (from Subpart D, 10 C.F.R. Part 1021): B1.19 Microwave, meteorological and towers

Description of the Proposed Action: Bonneville Power Administration (BPA) proposes to install a new communications tower at the summit of Grouse Peak in Custer County, Idaho. BPA is currently collocated on the State of Idaho's (SOI) radio tower on the summit of Grouse Peak South. BPA's current ultra-high frequency (UHF) antennas are outdated and require replacement upgrades. The two existing UHF grid antennas, weighing 38 pounds each, would be replaced with two microwave drums, weighing approximately 254 pounds each. The existing SOI tower was evaluated to determine if it has the structural capacity to hold BPA's new antennas. The SOI tower was determined to be over capacity by a BPA structural engineer. The new BPA microwave drums would have a higher wind load and increase stress on the tower and foundation. Therefore, BPA proposes to build a new 100-foot-tall lattice radio tower, approximately 100-feet east of the existing tower location.

This is an update to the previous CX that was issued on August 28, 2023. This CX has been updated to reflect additional access road improvements and some tree side limbing. Further, an additional species, wolverines, was listed as threatened under the Endangered Species Act, which required consultation with the U.S. Fish and Wildlife Service-see the Wildlife discussion in the attached Environmental Checklist.

BPA would install the new tower on a 30-foot by 30-foot concrete pad. The associated telecom equipment would be located in a new building with a 56-foot by 32-foot footprint, located north of the proposed tower. The new microwave drums would be installed on the new tower, along with a new 20-foot-tall UHF "whip" antenna for BPA's Mobile Redi program. Three new 2,000-gallon propane tanks would be installed northeast of the proposed tower location. A new 15-foot-long ice-bridge would be installed and connected to the tower and the equipment building. There would be approximately 100 feet of trenching for fiber installation, from the new BPA equipment building to the existing SOI building, to the west. An additional 100 feet of trenching for power installation would occur from the BPA equipment building to an existing power pole, west of the project location. Staging for the project would occur in a 60-foot by 40-foot area, just northeast of the proposed tower facility, adjacent to the existing access road.

Post-construction vegetation restoration would occur at the site by storing approximately 40-cubic-yards of excavated topsoil from the project footprint. The topsoil would be stored on the northwest side of the project area. Upon construction completion, the stored topsoil, along with native plant seed collected from the site, would be redistributed in the undeveloped disturbed areas.

Minor improvements were previously made to the existing access road to support construction equipment and vehicles. The improvements consisted of installing a drain dip, widening two turn-around locations, and adding 1.6 inches of gravel to approximately 0.35 miles of access road between the two turnaround improvement areas. Additional access road improvements would consist of leveling the existing access road at some locations by grading the road surface and adding gravel to the existing road prism. Additional truck pullouts have been designated along the access road, along with a location to transfer concrete to a top loading concrete mixer.

Approximately 15 to 20 small Douglas fir trees were previously removed or modified (for the creation of habitat snags) to meet beam path requirements and safety setbacks from the tower and equipment building—this work was also included in the original CX for the project. Additional vegetation, consisting mainly of sagebrush, would be removed from the radio tower facility footprint and staging area, prior to construction. Minor side limbing of trees would occur to facilitate construction equipment getting to the site.

Findings: In accordance with Section 1021.410(b) of the Department of Energy's (DOE) National Environmental Policy Act (NEPA) Regulations (57 FR 15144, Apr. 24, 1992, as amended at 61 FR 36221-36243, Jul. 9, 1996; 61 FR 64608, Dec. 6, 1996, 76 FR 63764, Nov. 14, 2011), BPA has determined that the proposed action:

- 1) fits within a class of actions listed in Appendix B of 10 CFR 1021, Subpart D (see attached Environmental Checklist);
- 2) does not present any extraordinary circumstances that may affect the significance of the environmental effects of the proposal; and
- 3) has not been segmented to meet the definition of a categorical exclusion.

Based on these determinations, BPA finds that the proposed action is categorically excluded from further NEPA review.

Beth Belanger
Environmental Protection Specialist

Concur:

Katey C. Grange
NEPA Compliance Officer

Attachment: Environmental Checklist

Categorical Exclusion Environmental Checklist

This checklist documents environmental considerations for the proposed project and explains why the project would not have the potential to cause significant impacts on environmentally sensitive resources and would meet other integral elements of the applied categorical exclusion.

Proposed Action: Tectonic Radio Tower Installation (Update to previous CX issued on August 28, 2023)

Project Site Description

The project is occurring in the Salmon-Challis National Forest in Custer County, Idaho. The location is near the summit of Grouse Peak South, which is currently developed with two radio towers and equipment buildings. Grouse Peak South is in Section 22 of Township 14 North, Range 20 East (Boise Meridian). The project site is at 8,385-feet in elevation. The shrub-steppe habitat at the project site is dominated by sagebrush (*Artemisia* sp.) with Douglas fir (*Pseudotsuga menziesii*) trees encroaching from the south. In areas where sagebrush and Douglas fir are not present, low-growing native forbs exist.

Evaluation of Potential Impacts to Environmental Resources

1. Historic and Cultural Resources

Potential for Significance: No

Explanation: BPA initially conducted background research and an intensive field survey for the project in 2016 and submitted a survey report to consulting parties in 2017. No historic properties were documented as part of the original survey and no concerns were identified as a result of the National Historic Preservation Act (NHPA) Section 106 consultation. Therefore, BPA determined that no historic properties would be affected.

Since that time, more refined project design led BPA to expand the Area of Potential Effects (APE) by 1.2 acres to accommodate soil stockpiling, tree removal, and equipment staging. In June 2023, BPA completed an archaeological survey of the expanded APE and has completed an addendum report to supplement the 2017 investigation. No archaeological resources were identified.

On July 21, 2023, BPA re-initiated consultation with the Confederated Salish and Kootenai Tribes, Nez Perce Tribe, Northwestern Band of the Shoshone Nation, Shoshone Bannock Tribes of the Fort Hall Reservation, the Idaho State Historic Preservation Office (SHPO), and the US Forest Service (USFS) Salmon-Challis National Forest. By agreement with the USFS, BPA is the lead federal agency implementing Section 106 of the NHPA. BPA concluded that implementation of the proposed undertaking remains the same as determined in 2017 and would result in no historic properties affected.

The Nez Perce Tribe responded on July 21, 2023, that the tribe would not be commenting on the project. The Idaho SHPO concurred with BPA's determination on August 23, 2023. No additional response was received within 30 days.

The BPA archaeologist conducted an additional review of the construction contractor's proposed road improvement areas and pullout locations and determined that these locations are in pre-disturbed areas where no cultural or historic resources have been documented during previous surveys.

Notes: Construction vehicles and equipment must stay on designated and approved road improvement areas that have been reviewed by the BPA archaeologist.

2. Geology and Soils

Potential for Significance: No with Conditions

Explanation: The maximum depth of soil excavation would be 10 feet. There would be approximately 0.35 acres of permanent ground disturbance for this project and 0.35 acres of temporary disturbance, which would be revegetated after construction. An Erosion Control Plan would be implemented to prevent erosion and to stabilize soils after construction.

Notes:

- Approximately 40 cubic yards of topsoil shall be stockpiled from a depth of 4-inches from the project footprint for post-construction site restoration.
- Topsoil shall be collected when the soil is dry and before any construction equipment is driven over it.
- Topsoil shall be stockpiled in the designated location and stored in mounds no taller than 6 feet to limit anaerobic conditions.
- Topsoil that is stored over-winter shall be covered in plastic or hydro mulched without seeds, to reduce soil moisture and prevent weed establishment.
- When reapplying topsoil, avoid mixing topsoil with subsoil material.
- Disturbed areas shall be hydro mulched between construction seasons to stabilize the site and prevent erosion from wind, rain and snowmelt.

3. Plants (including Federal/state special-status species and habitats)

Potential for Significance: No with Conditions

Explanation: A plant survey was conducted on June 17 and July 24, 2017, which concluded that there are no Forest Service Sensitive listed plants in or around the project area. The USFS Region 4 sensitive species list was reviewed in 2023, and no new species have been added that were not previously surveyed for in the project area. Additionally, the plant survey included identification to species-level of all conifer trees and seedlings in the project area. The plant survey determined that there were no occurrences of the recently ESA-listed white bark pine (*Pinus albicaulis*), which was a candidate for listing at the time of the survey. Limber pines (*Pinus flexilis*), a close lookalike to white pines, were documented at the site and were positively identified by their cones which have distinctive characteristics. It was also determined during a recent site visit that the trees proposed for side limbing are also not white bark pine. No Federal/state special-status species or habitats would be impacted by the proposed project.

The USFS would provide ongoing restoration services, including monitoring, and adaptive management at the site after construction has been completed. To date the USFS has provided pre-construction invasive plant species control and collected native grass, forb, and shrub seeds from the site and surrounding area for post-construction revegetation. The native seed has been processed and is stored at a USFS facility. The presence of invasive cheat grass (*Bromus tectorum*) and other non-native plant species has been trending downwards since 2018, while native plant diversity has remained high at the site.

Topsoil would be collected and stored onsite to utilize the existing native seedbank for post-construction restoration activities.

Notes:

- See conditions above under #2 Geology and Soils
- Vehicles and equipment would be required to be cleaned and inspected by Forest Service personnel before entering Federal lands and before leaving paved roads, to avoid introduction of non-native, invasive plant species.
- The USFS Restoration Team would continue to be contracted to perform post-construction revegetation and site restoration.
- The USFS Restoration Team would perform site monitoring for three years after revegetation activities have been completed. Additional seeding, mulching, and noxious weed control would occur as needed throughout the three-year monitoring period.

4. Wildlife (including Federal/state special-status species and habitats)

Potential for Significance: No with Conditions

Explanation: A Biological Evaluation was completed in 2017, which included a review of the Salmon-Challis National Forest's sensitive species. The USFS Region 4 sensitive species list was reviewed in 2023, and no new species have been added that would be present in the project area. It was determined that the project would have no effect on Federal or state special status species or habitats.

The project site is designated as an Important Habitat Management Area for greater sage grouse.

In the fall of 2023, North American wolverine (*Gulo gulo luscus*) was listed as threatened under the endangered species Act. The project area may be considered suitable habitat for breeding and dispersing wolverines. On June 4, 2024, BPA submitted a biological assessment to the U.S. Fish & Wildlife Service (USFWS) with a determination of may affect but is not likely to adversely affect the species. On June 24, 2024, the USFWS provided a letter of concurrence with BPA's determination. No further action is needed.

Notes:

- In compliance with the USFS's requirements, the tower would have perch deterrents installed to prevent corvid predation on sage grouse.
- No work would be performed between March 1 and June 15, to avoid impacts to sage grouse hens and chicks.
- To protect nesting migratory birds, no vegetation removal would occur between April 15 and July 15, without first conducting a nest survey within the work area and within a 300-foot-radius of the work area, 10 days prior to vegetation removal. If nests are located, vegetation removal and noise disturbing activities shall not occur within a 300-foot-radius of the nest, until migratory bird nesting season has ended on July 15.
- All garbage shall be removed from the construction site to deter corvids.
- Construction holes and trenches shall be covered overnight to protect wildlife.

5. Water Bodies, Floodplains, and Fish (including Federal/state special-status species, ESUs, and habitats)

Potential for Significance: No

Explanation: The project site is on a mountain top, above several headwater streams of tributaries that drain into rivers that support migrating, spawning, and rearing of salmonid species and bull trout. The nearest tributary to the proposed tower location is 1,335-feet south. While no sediment is anticipated to reach any waterways from construction activities, an erosion control plan and best management practices would be implemented to prevent erosion from soil disturbance during construction.

Per FEMA, the site is in a Zone D, which is defined as an unstudied area where flood hazards are undetermined, but flooding is possible. The site is at high elevation and is unlikely to flood.

6. Wetlands

Potential for Significance: No

Explanation: The project area does not contain any wetlands. A review of the National Wetland Inventory, soil information, topography, and aerial photos did not reveal any wetlands at the site. Additionally, two site visits were made during the summer of 2016 and wetland indicators were not noted within the project area.

7. Groundwater and Aquifers

Potential for Significance: No

Explanation: The project would not impact groundwater or aquifers. The nearest EPA Sole Source Aquifer is 20-miles south of the project location.

8. Land Use and Specially-Designated Areas

Potential for Significance: No

Explanation: There would be no changes to land use from the project. The project area is already in a USFS designated communications site. There would be no impact to specially-designated areas.

9. Visual Quality

Potential for Significance: No

Explanation: The tower installation would not significantly change the visual quality at this location because it is already developed with radio towers. A viewshed analysis was conducted to determine the extent of visual impacts and it was concluded that the addition of another tower would have minimal impacts to the visual quality of the landscape.

10. Air Quality

Potential for Significance: No

Explanation: There would be a small amount of dust and vehicle emissions during construction; however, there would be no significant change to air quality during or after construction.

11. Noise

Potential for Significance: No

Explanation: There would be temporary construction noise during daylight hours; however, operation noise would not significantly increase at the site.

12. Human Health and Safety

Potential for Significance: No

Explanation: There would be no impact to human health or safety. A site-specific safety plan would be prepared prior to construction implementation, which would include how to manage hazardous materials and would also provide a fire prevention and suppression plan, with detailed information on how to respond to emergency situations.

Evaluation of Other Integral Elements

The proposed project would also meet conditions that are integral elements of the categorical exclusion. The project would not:

Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders.

Explanation: N/A

Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators) that are not otherwise categorically excluded.

Explanation: N/A

Disturb hazardous substances, pollutants, contaminants, or CERCLA excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases.

Explanation: N/A

Involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those of the Department of Agriculture, the Environmental Protection Agency, and the National Institutes of Health.

Explanation: N/A

Landowner Notification, Involvement, or Coordination

Description: BPA has closely coordinated with the Salmon-Challis National Forest. The Forest provided a Decision Memo for the project, which included required design criteria and best management practices. BPA would continue to coordinate with the USFS prior to and during construction.

Based on the foregoing, this proposed project does not have the potential to cause significant impacts to any environmentally sensitive resource.

Signed:

Beth Belanger
Environmental Protection Specialist



United States
Department of
Agriculture

Forest
Service

Salmon-Challis National Forest
Challis-Yankee Fork Ranger District

311 North US Highway 93
Challis, ID 83226
208-879-4100
Fax: 208-879-4199

File Code: 2720
Date: March 8, 2017

Dear Interested Party,

I am seeking comments on a proposal to issue a communication site lease to Bonneville Power Administration (BPA) at the existing Grouse Peak South Communications Site located 7.5 miles east of Challis, Idaho. BPA proposes to construct a new 100-foot self-supporting tower/structure with panel antennas and microwave dishes attached. A 20-foot x 52-foot equipment shelter would be installed along with two (2) 2,000 gallon propane tanks to provide for emergency back-up power. No exterior lighting that would be visible from Round or Pahsimeroi Valley would be allowed.

The Grouse Peak South Communications Site is located in the NE 1/4 Section 22, T14N, R20E, Boise Principal Meridian, Custer County.

If approved, the communication site lease would be issued to BPA under authority of the Federal Land Policy Management Act for a term of 30 years. The authorization would specify any necessary actions by the lease holder to protect the environment from degradation, and to prevent, or address adverse effects to any resource.

BPA currently operates a communication facility in a building owned by the State of Idaho – Military Division. BPA is proposing to upgrade their Grouse Peak radio station by constructing an additional radio tower at the site. The upgrade is needed because the existing ultra-high frequency (UHF) radio systems are at the end of their life and need to be replaced with microwave radios. The existing State of Idaho tower and equipment building are at capacity and would remain at the site.

It is anticipated that this proposal falls within a category of actions excluded from documentation in an Environmental Assessment (EA) or Environmental Impact Statement (EIS). There do not appear to be any extraordinary circumstances that would preclude use of category 36 CFR 220.6 (e)(3), "Approval, modification, or continuation of minor special uses of National Forest System lands that require less than five contiguous acres of land", specifically "(vi) Approving an additional telecommunication use at a site already used for such purposes."

At this time no adverse effects to any extraordinary circumstances have been identified. If the proposed action is categorically excluded from documentation in an EA or an EIS, a decision memo will be prepared and the decision will not be subject to administrative review (appeal or pre-decisional objection) pursuant to 36 CFR 218.23(a).

Additional information about this proposal "Bonneville Power Administration Grouse Peak South Communication Site Project" can be obtained by contacting Beth Belanger, Environmental



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Protection Specialist at BPA, babelanger@bpa.gov, 503-230-7579, or Gail Baer, Lands Program Manager, gbaer@fs.fed.us, 208-756-5128, 1206 So. Challis St, Salmon, ID 83467.

How to Comment: To be most effective in the analysis process I would appreciate your comments within 30 days from your receipt of this letter. Comments can be addressed to the Salmon-Challis National Forest, Supervisors Office ATTN: Gail Baer, 1206 So. Challis St., Salmon, ID 83467, or sent electronically to comments-intermtn-salmon-challis-challis-yankee-fork@fs.fed.us. Electronic comments must be submitted in plain text or another format compatible with Microsoft Word. Comments may also be delivered to the above address during regular business hours of 8:00 am to 4:30 pm Monday-Friday. Comments can also be submitted by phone at 208-756-5128 or FAX to 208-756-5151.

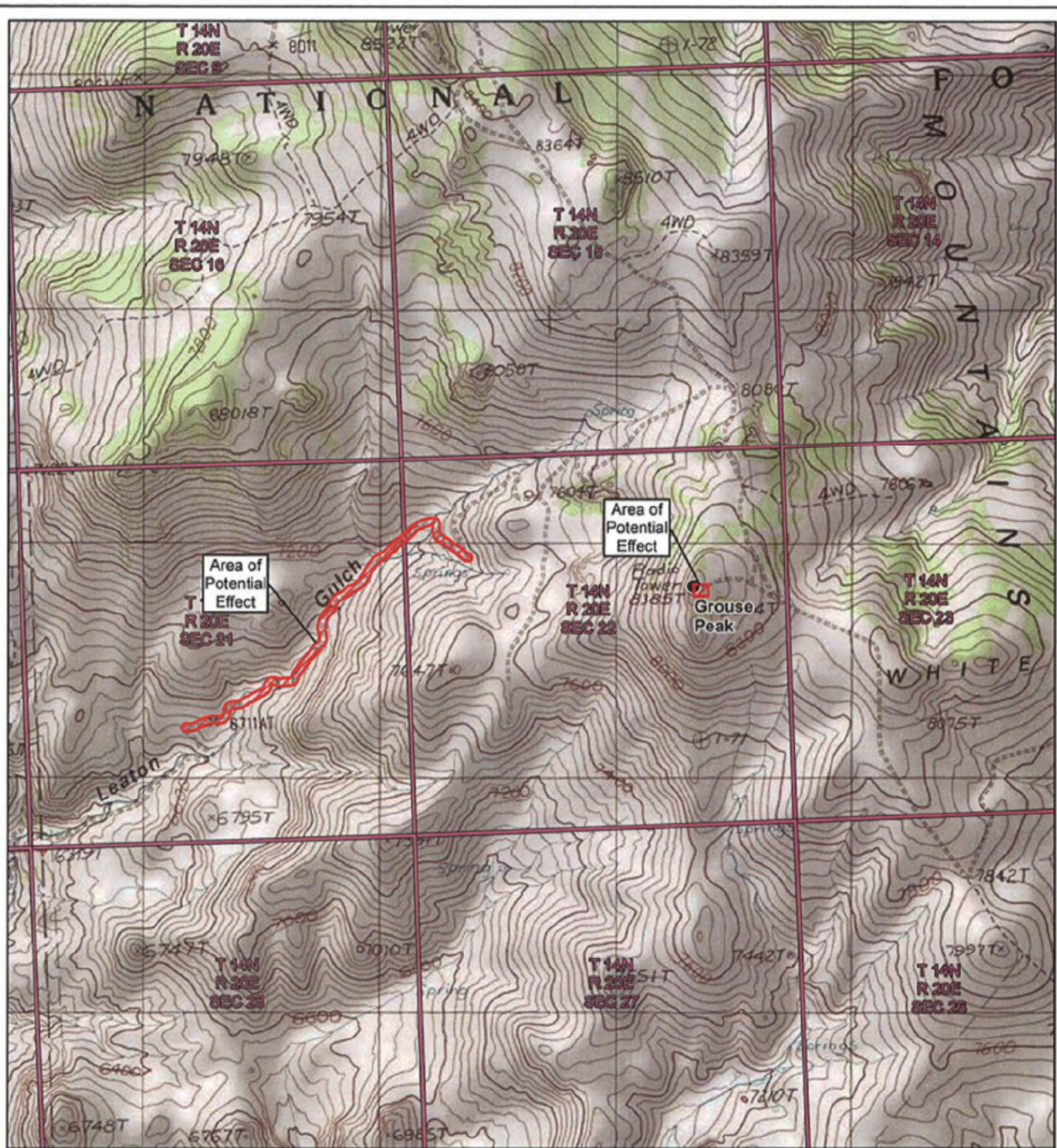
Written comments received in response to this solicitation, including names and addresses of those who comment, will be considered part of the public record for this proposed action, and will be available for public inspection.

Sincerely,

(b)(6)

JARED WHITMER
Acting District Ranger




Enclosures



Grouse Peak Tower Installation

Area of Potential Effect Map

Custer County, ID - Grass Peak USGS 7.5 Minute Quadrangle
(13.92 Acres)

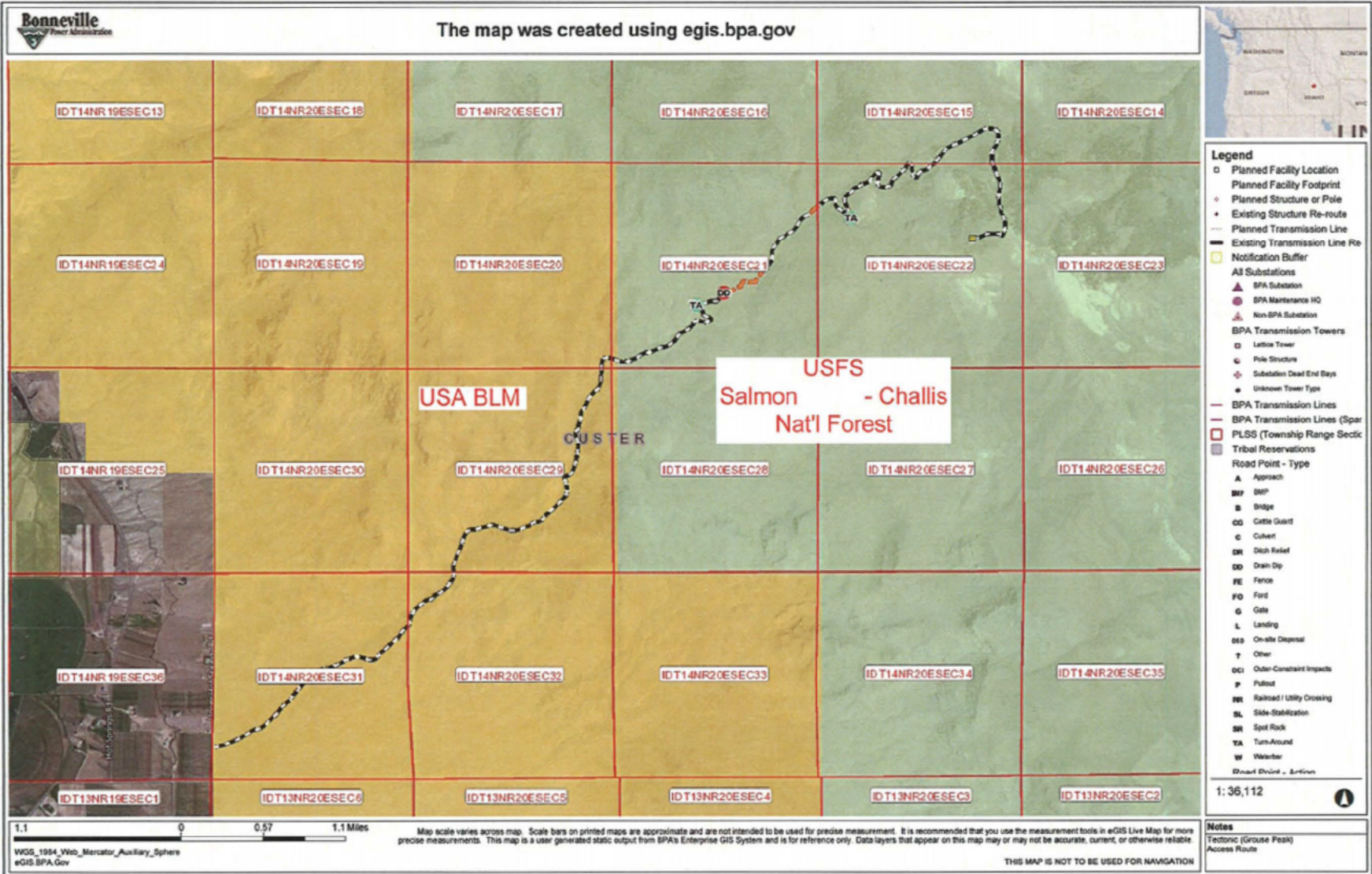
-  Area of Potential Effect
-  PLSS Section
-  Microwave Site



0 500 1,000 2,000
Feet



March 17, 2016



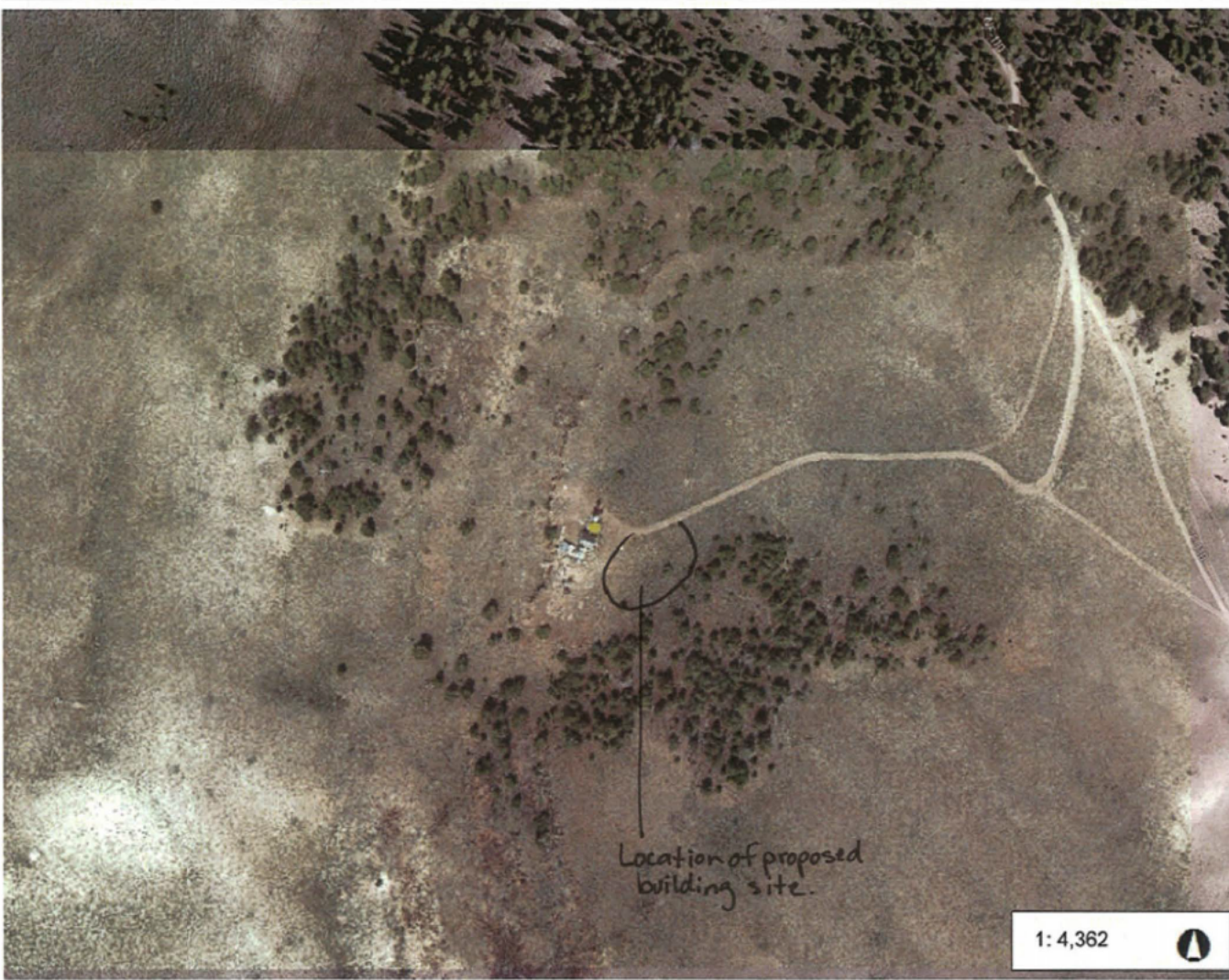
- Legend**
- Planned Facility Location
 - Planned Facility Footprint
 - Planned Structure or Pole
 - Existing Structure Re-route
 - Planned Transmission Line
 - Existing Transmission Line Re
 - Notification Buffer
 - All Substations
 - BPA Substation
 - BPA Maintenance HQ
 - Non-BPA Substation
 - BPA Transmission Towers
 - Lattice Tower
 - Pole Structure
 - Substation Dead End Bays
 - Unknown Tower Type
 - BPA Transmission Lines
 - BPA Transmission Lines (Spar)
 - PLSS (Township Range Sectic
 - Tribal Reservations
 - Road Point - Type
 - A Approach
 - BMF BMP
 - B Bridge
 - CG Cattle Guard
 - C Culvert
 - DR Ditch Relief
 - DD Drain Dip
 - FE Fence
 - FO Ford
 - G Gate
 - L Landing
 - OS On-site Disposal
 - T Other
 - OCI Outer-Constraint Impacts
 - P Pullout
 - RR Railroad / Utility Crossing
 - SL Side-Stabilization
 - SR Spot Rock
 - TA Turn-Around
 - W Waterbar
 - Short Drive - Section

Notes

- Tectonic (Grouse Peak)
- Access Route



Tectonic Radio Tower Project Area



Legend

Notes

0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
eGIS.BPA.Gov

Map scale varies across map. Scale bars on printed maps are approximate and are not intended to be used for precise measurement. It is recommended that you use the measurement tools in eGIS Live Map for more precise measurements. This map is a user generated static output from BPA's Enterprise GIS System and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

