

**FSH 2709.11 – SPECIAL USES HANDBOOK  
CHAPTER 80 – OPERATING PLANS AND AGREEMENTS  
FOR POWERLINE FACILITIES**

**4 – Exhibit 01**

**Sample Operating Plan or Agreement**

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## I. PURPOSE

### A. SCOPE

This operating [plan/agreement] governs vegetation management, inspection, and operation and maintenance of the powerline facilities and the [holder's/grantee's] roads and trails authorized by the Forest Service under a powerline facility [permit/easement], Authorization Identification Number [XXX] (the [permit/easement]).

### B. DEFINITIONS

The definitions in Appendix A to the [permit/easement] also apply to this operating [plan/agreement].

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

### A. FEDERAL LAW

This operating [plan/agreement] is executed under Title V of the Federal Land Policy and Management Act (FLPMA), 43 U.S.C. 1761-1772. The Forest Service must comply with the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and National Historic Preservation Act (NHPA) to the extent applicable in connection with the [permit/easement] and this operating [plan/agreement]. 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 [holder/grantee] within the [permit/easement] area shall be consistent with the applicable national forest land management plan and any other applicable land management plans.

### B. APPLICABLE RELIABILITY AND SAFETY STANDARDS

The [holder/grantee] 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 authorized officer for the Forest Service and the [holder's/grantee's] designated principal contact or the programmatic contacts listed in paragraph XI.A are responsible for implementation of this operating [plan/agreement].

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**B. TYPES OF ACTIVITIES AND PROJECTS**

1. The [holder/grantee] shall coordinate with the Forest Service regarding activities and projects planned or proposed by the [holder/grantee] under this operating [plan/agreement] as set forth in the [permit/easement] and this operating [plan/agreement] and using Appendix A of this operating [plan/agreement], [Holder/Grantee] Activities, as a guide.
2. This operating [plan/agreement] outlines the work the [holder/grantee] conducts in three distinct categories: operation and maintenance of powerline facilities, roads and trails, and vegetation management.

**C. MEETINGS REGARDING ACTIVITIES AND PROJECTS**

1. The [holder/grantee] and the Forest Service shall plan to meet annually regarding activities and projects planned or proposed by the [holder/grantee] or the Forest Service within the [permit/easement] area. The [holder/grantee] 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 [holder/grantee] 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 [holder/grantee] regarding activities and projects planned or proposed by the Forest Service within the [permit/easement] area that may impact operation or maintenance of or access to the powerline facilities, such as:

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- 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 the linear right-of-way for the powerline facilities on NFS lands from moving inside the linear right-of-way for the powerline facilities.

When preparing a package for a timber sale near the [holder's/grantee's] powerline 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 XXX feet of [holder's/grantee's] powerline facility right-of-way without XX days prior written notice to [holder/grantee] and review of and compliance with [holder's/grantee's] safety plan for the powerline facilities. Written notice should be given to [name, address, email address, and telephone number].

**E. NOTICE OF [HOLDER/GRANTEE] ACTIVITIES**

The [holder/grantee] shall provide prior notice to the authorized officer of the [holder's/grantee's] activities in accordance with applicable law and applicable prior notification, coordination, and acknowledgment or approval requirements in 36 CFR 251.61(a), the [permit/easement], and this operating [plan/agreement], using Appendix A as a guide.

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

**A. LAND MANAGEMENT PLANS**

The Forest Service shall be responsible for determining whether activities conducted under the [permit/easement] and this operating [plan/agreement] are consistent with applicable land management plans.

The [holder/grantee] shall coordinate with the Forest Service in the preliminary design stage for the [holder's/grantee's] proposed non-routine powerline facility maintenance, road

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construction and reconstruction, and fiber optic cable installation projects in the [permit/easement] area regarding whether these projects are consistent with applicable land management plans.

**B. ENVIRONMENTAL COMPLIANCE**

See Appendix A for guidance on environmental compliance associated with Class III activities conducted by the [holder/grantee] under this operating plan.

**C. INVASIVE SPECIES MANAGEMENT**

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

**E. PESTICIDE APPLICATION**

The [holder/grantee] shall comply with the pesticide application provision in the [permit/easement].

**V. POWERLINE FACILITIES**

**A. OBJECTIVES AND STANDARDS**

1. The [holder's/grantee's] maintenance objectives for the powerline facilities are to provide for cost-effective, safe, and reliable operation while minimizing impacts on the environment.
2. All powerline 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 [holder's/grantee's] powerline facility maintenance activities and projects in the [permit/easement] 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.

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2. In addition to following applicable Forest Service National Core BMPs, the [holder/grantee] shall minimize soil disturbance during powerline facility maintenance activities.

## VI. ROADS AND TRAILS

### A. STANDARDS AND BMPs

1. Access roads and trails and NFS roads and NFS trails shall be constructed, reconstructed, and maintained in accordance with applicable standards.
2. The [holder's/grantee's] road and trail maintenance activities and projects in the [permit/easement] 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/easement] area requires prior written approval from the authorized officer and may involve the following, as applicable:
  - a. Clearing and grubbing existing vegetation, subject to the [permit/easement].
  - 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.

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**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/easement] 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 the [permit/easement].
  - 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**

The [holder's/grantee's] maintenance objectives for the NFS roads and NFS trails and access roads and trails are to ensure continuous, safe access to all the powerline 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 maintenance in the [permit/easement] 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 maintenance in the [permit/easement] area may involve the following, as applicable:



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- 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 the [permit/easement].
- 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 the [permit/easement], hazard 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/easement] area, the [holder/grantee] 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 or other species of concern and their habitat, wetlands, and other resources of concern.
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

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- 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. [PERMIT/EASEMENT] REQUIREMENTS**

See section III of the [permit/easement].

**B. MAINTENANCE OBJECTIVES**

The parties' maintenance objectives for vegetation management under this operating [plan/agreement] 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;

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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 powerline facilities;
2. Clearing vegetation, including trees, around structures within the permit area for powerline facilities and 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 linear right-of-way for the powerline facilities.

**D. BMPs**

In conducting vegetation management, the [holder/grantee] shall:

1. Comply with section III of the [permit/easement] and the vegetation management provisions of this operating [plan/agreement].
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 the applicable national forest land management plan, other applicable 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 [holder's/grantee's] NERC-compliant transmission vegetation management program.

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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 NEPA document and record of decision for the powerline facilities, as amended or updated, and any additional site-specific environmental analysis.
7. Ensure that the [holder's/grantee's] vegetation management for the [permit/easement] area follows ANSI A300 Part 7 as a BMP, in accordance with paragraph VII.E.4 of this operating [plan/agreement].
8. Ensure that use of pesticides, including aerial application, is consistent with the [permit/easement] and paragraph IV.E of this operating [plan/agreement] 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 linear right-of-way for the powerline facilities, all hazard trees, and appropriate stream buffers prior to pesticide 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/easement] 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 the linear right-of-way for the powerline facilities and on NFS lands

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adjacent to either side of the right-of-way as specified in paragraph VII.F of this operating [plan/agreement].

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 VEGETATION MANAGEMENT**

The [holder/grantee] shall provide prior written notice and obtain prior written approval for routine vegetation management in accordance with the [permit/easement] and this operating [plan/agreement].

1. The [holder/grantee] shall document the schedule and work performed for routine vegetation management in an appendix to this operating [plan/agreement], provided that the Forest Service, in consultation with the [holder/grantee], may revise the timing of routine vegetation management 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/easement] area, such as a recreation event).
2. The [holder/grantee] shall manage routine vegetation management as follows:
  - a. If the Forest Service has concurred per the [permit/easement] with follow-up pesticide treatments (e.g., for elimination of re-sprouting species) after trees are cut per the [permit/easement] and this operating [plan/agreement], the [holder/grantee] may apply pesticide treatments to kill roots in accordance with the approved pesticide-use proposal for the [permit/easement] area.
  - b. Consistent with the [permit/easement], and to ensure access to the powerline facilities, the [holder/grantee] shall be allowed to control all vegetation within a perimeter of approximately 30 feet or 9 meters from the powerline facilities within the [permit/easement] area. The [holder/grantee] may control all vegetation within a larger perimeter from the powerline facilities within the [permit/easement] area if required by applicable reliability, electrical, or safety standards. The [holder/grantee] shall notify the Forest Service of deviations from the 30-foot/9-meter standard and the reason for the deviations.
3. The [holder/grantee] shall deposit slash and debris within the [permit/easement] area, with the following exceptions:

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- a. Slash and debris shall not be deposited within a 30-foot area around the powerline facilities 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/easement] area, the [holder/grantee] shall arrange for another appropriate disposal method with the authorized officer.
  - c. The [holder/grantee] shall not place slash and debris in streams or along stream embankments.
  - d. The [holder/grantee] shall move any slash or debris that is inadvertently deposited outside the [permit/easement] area, unless directed otherwise by the authorized officer. The [holder/grantee] shall use slash and debris treatments prescribed by the Forest Service per industry standards.
4. The [holder/grantee] 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 [holder/grantee], in coordination with the Forest Service, shall choose methods or combinations of methods for IVM. The goal for IVM powerline facility vegetation management is to convert vegetation in the linear right-of-way for the powerline facilities 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/easement] area.
  5. The [holder/grantee] shall require any contractor conducting vegetation management for the [holder/grantee] to coordinate with and notify the Forest Service prior to commencing work.

**F. TIMBER MARKING**

The [holder/grantee] shall identify hazard trees that need to be removed or pruned and shall mark them with an “H” on top of a “T” on the side of the tree facing the linear right-of-way for the powerline facility. For roads, the HT mark faces the road. The [holder/grantee] shall generally use a specific paint color (orange) for timber marking.

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**VIII. EMERGENCY POWERLINE FACILITY MAINTENANCE AND EMERGENCY VEGETATION MANAGEMENT**

**A. IN GENERAL**

Emergency powerline facility maintenance and emergency vegetation management involve 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/easement] area or road conditions that block access needed to respond to emergency events in the [permit/easement] area. These situations represent potential threats to life, public safety, or property. Emergency powerline facility maintenance and emergency vegetation management shall be accomplished in an expedient manner to restore or maintain service to the communities served by the powerline facilities in the [permit/easement] area, including homes, hospitals, and emergency services.

**B. TYPES OF EMERGENCY POWERLINE FACILITY MAINTENANCE AND EMERGENCY VEGETATION MANAGEMENT**

Emergency powerline facility maintenance may include clearing blocked culverts, repairing roads, replacement of downed poles or transmission towers, or repairing segments of a powerline facility. Emergency vegetation management shall be conducted in accordance with the [permit/easement] using Appendix A as a guide.

**C. NOTICE OF EMERGENCY POWERLINE FACILITY MAINTENANCE AND EMERGENCY VEGETATION MANAGEMENT**

The [holder/grantee] shall notify the Forest Service by telephone or email of the location and the type and scope of any emergency powerline facility maintenance or the quantity of emergency vegetation management as soon as possible but no later than 24 hours after initiating the response. The [holder/grantee] shall submit a written report within 30 days of completion of the response.

**D. RESOURCE PROTECTION**

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

1. Comply with the [permit/easement].

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2. Comply with applicable environmental laws and regulations that apply in the event of an emergency in the [permit/easement] area.
- IX. COORDINATION FOR PROJECTS CONDUCTED BY THE [HOLDER/GRANTEE], CONTRACTORS, OR VENDORS
- A. PREPARATION FOR POWERLINE FACILITY AND ROAD AND TRAIL PROJECTS CONDUCTED BY THE [HOLDER/GRANTEE], CONTRACTORS, OR VENDORS
1. To ensure applicable legal requirements are met, the [holder/grantee] shall coordinate with the Forest Service regarding project execution planning, contract solicitation scheduling, and mobilization for:
    - a. non-routine powerline facility maintenance projects to be conducted by the [holder/grantee], contractors, or vendors in the [permit/easement] area;
    - b. fiber optic cable installation to be conducted by the [holder/grantee], contractors, or vendors in the [permit/easement] area; and
    - c. road and trail construction and reconstruction projects conducted by the [holder/grantee], contractors, or vendors in the [permit/easement] 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 [holder/grantee] shall ensure that section IX project contracts are consistent with applicable law, applicable land management plans, the [permit/easement], and this operating [plan/agreement].
  4. The [holder/grantee] 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 [holder/grantee] 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.



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6. The [holder/grantee] shall ensure that contractors and vendors for section IX projects have a copy of the [permit/easement] and this operating [plan/agreement], including their appendices, before commencement of project work.

**B. PROJECT MONITORING AND INSPECTION OF SECTION IX PROJECTS**

1. The [holder/grantee] shall designate a project manager for each section IX project to represent the [holder/grantee] 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.
3. The Forest Service may conduct onsite monitoring and inspection of section IX projects to ensure compliance with the [permit/easement], this operating [plan/agreement], and Forest Service requirements such as environmental mitigation.
4. The [holder/grantee] or its contractor and the Forest Service may participate in the final walk-through for section IX projects when they are complete. The [holder/grantee] shall give the Forest Service prior notice of completion of section IX projects to facilitate Forest Service participation in final walk-throughs. The [holder/grantee] and the Forest Service shall agree on how much notice is required for each section IX project.
5. The [holder/grantee] is responsible for contractors' and vendors' compliance with the terms and conditions of the [permit/easement] and this operating [plan/agreement] in performing work on section IX projects. The [holder/grantee] 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 [holder's/grantee's] employees, contractors, and vendors shall adhere to the fire prevention and suppression plan for the [permit/easement] area, which is included as an appendix to this operating [plan/agreement].

**B. FIRE PREVENTION MEASURES**

The [holder/grantee] shall take all measures necessary in operating and maintaining the powerline facilities to prevent fires from starting and spreading, including but not limited to the following:

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1. Fire Equipment. The [holder/grantee] shall ensure that all vehicles operating in the [permit/easement] 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 [holder/grantee] shall ensure that its employees, contractors, and vendors working in the [permit/easement] area have training on the safety procedures and fire prevention measures in the fire prevention and suppression plan for the [permit/easement] area. The [holder/grantee] 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:

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IFPL Level	Industrial Fire Precaution Levels Definition
<b>Level One</b>  <div style="text-align: center; font-size: 2em; color: red;">I</div>	<b>Closed Season</b> - Fire precaution requirements are in effect. A Fire Watch/Security is required at this and all higher levels unless otherwise waived.
<b>Level Two</b>  <div style="text-align: center; font-size: 2em; color: red;">II</div>	<b>Partial Hootowl</b> - The following may operate only between the hours of 8 p.m. and 1 p.m. local time: <ul style="list-style-type: none"> <li>• power saws except at loading sites;</li> <li>• cable yarding;</li> <li>• blasting;</li> <li>• welding or cutting of metal.</li> </ul>
<b>Level Three</b>  <div style="text-align: center; font-size: 2em; color: red;">III</div>	<b>Partial Shutdown</b> - the following are prohibited except as indicated: <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <p><b>In addition</b>, 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"> <li>• 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;</li> <li>• mechanized loading or hauling of any product or material; blasting;</li> <li>• welding or cutting of metal</li> <li>• any other spark emitting operation not specifically mentioned.</li> </ul>
<b>Level Four</b>  <div style="text-align: center; font-size: 2em; color: red;">IV</div>	<div style="text-align: center; font-size: 1.5em; font-weight: bold;">General Shutdown - All Operations</div>

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4. IPFL Status Checks and Waivers. The [holder's/grantee'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 [holder's/grantee's] employees, contractors, and vendors working in the [permit/easement] 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/agreement]. The Forest Service may require the [holder's/grantee's] employees, contractors, and vendors to take additional resource protection measures in conducting activities and projects in the [permit/easement] 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 [holder/grantee] 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 [holder/grantee] employees, contractors, and vendors in the [permit/easement] 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/agreement]. The [holder/grantee] 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/agreement] and to otherwise facilitate its implementation.

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1. Principal [Holder/Grantee] Contacts

<b>[Holder/Grantee] Administrative Contact</b>	<b>[Holder/Grantee] Real Property Program Contact</b>
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 _____
<b>[Holder/Grantee] Program Contact for Environment</b>	
Name:	
Title:	
Address:	
State:	
Office Telephone:	
Cellular Telephone:	
Facsimile:	
E-mail Address:	
Areas of expertise and other information _____	

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<b>[Holder/Grantee] Program Contact for Vegetation Management</b>	
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

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<b>Forest Service Program Contact for Environment</b>	<b>Forest Service Program Contact for Construction and Maintenance</b>
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 _____
<b>Forest Service Program Contact for Vegetation Management</b>	
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 [holder's/grantee's] administrative contact.
- b. [Holder/Grantee] changes in principal contacts shall be submitted in writing to the authorized officer.

B. MODIFICATIONS

1. Modifications by the Authorized Officer.

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- a. The authorized officer shall give the [holder/grantee] prior written notice of any changed conditions that warrant a modification to this operating [plan/agreement].
  - b. The authorized officer shall give the [holder/grantee] XXX [days/weeks: timeframe for authorized officer to comment on proposed operating plan or agreement] to submit a proposed modification in writing of this operating [plan/agreement] to address the changed conditions.
  - c. The authorized officer shall consider and respond in writing to the proposed modification, to the maximum extent practicable, within 120 days from the date it was received by the authorized officer, with the understanding that such factors as the number of proposed operating plans and agreements and proposed modifications to approved operating plans and agreements under review by the authorized officer and the number of powerline facilities covered under a single operating plan or agreement may affect the practicability of approving a proposed modification within 120 days from the date of receipt.
  - d. Modifications to this operating [plan/agreement] by the authorized officer must be made in writing and must be signed and dated by the authorized officer and the [holder/grantee].
  - e. The [holder/grantee] may continue to implement this operating [plan/agreement] to the extent it does not directly and adversely affect the conditions prompting the modification.
2. Modifications Proposed by the [Holder/Grantee].
- a. At any time, the [holder/grantee] may submit a proposed modification to this operating [plan/agreement] for review and approval by the authorized officer.
  - b. The authorized officer shall consider and respond to the proposed modification, to the maximum extent practicable, within 120 days from the date it was received by the authorized officer, with the understanding that such factors as the number of proposed operating plans and agreements and proposed modifications to approved operating plans and agreements under review by the authorized officer and the number of powerline facilities covered under a single operating plan or agreement may affect the practicability of approving a proposed modification within 120 days from the date of receipt.
  - c. Modifications to this operating [plan/agreement] proposed by the [holder/grantee] must be submitted in writing and, if approved by the authorized officer, must be signed and dated by the authorized officer and the [holder/grantee].



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**C. REVIEW AND EXPIRATION**

1. Review. Every 5 years from the approval date of this operating [plan/agreement], the [holder/grantee] shall review and, as necessary, update this operating [plan/agreement] to be consistent with changed conditions and submit it to the authorized officer for review and approval.
2. Expiration. Upon expiration of the [permit/easement], this operating [plan/agreement] shall expire, and the [holder/grantee] shall prepare a new proposed operating [plan/agreement], either solely or in consultation with the authorized officer, and submit it to the authorized officer for review and approval.

**D. SUPERIOR CLAUSES**

If there is any conflict between the terms of this operating [plan/agreement] and the terms of the [permit/easement], the terms of the [permit/easement] shall control.

---

[name] \_\_\_\_\_ Date  
[title]  
[national forest]

---

[name] \_\_\_\_\_ Date  
[title]  
[holder/grantee]

**<Attach any appendices, including holder or grantee activities; resource protection measures for threatened and endangered species and other species of concern; cultural resource management; the fire prevention and suppression plan; any road maintenance or road project agreements; and any road use permits.>**

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**APPENDIX A TO SAMPLE OPERATING PLAN OR AGREEMENT**

**[HOLDER/GRANTEE] ACTIVITIES**

Class I Activities

Class II Activities

Class III Activities

Class IV Activities

**(END SAMPLE APPENDIX A)**

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**APPENDIX B TO SAMPLE OPERATING PLAN OR AGREEMENT**

**RESOURCE PROTECTION MEASURES  
FOR THREATENED AND ENDANGERED SPECIES  
AND OTHER SPECIES OF CONCERN**

**B.1 Conservation Measures for Not Likely to Adversely Affect Determinations**

**B.1.1 Invertebrates**

**B.1.1.1 Kern Primrose Sphinx Moth**

1. Activities that could kill Kern primrose sphinx moth eggs, larvae, and pupae, including vegetation removal, ground-disturbing activities, driving off-road, and driving on or maintaining roads that have been colonized with vegetation, will not be conducted in occupied habitat or suitable habitat that has not been surveyed unless a habitat assessment indicates there are no host plants in the project area because there is no suitable habitat for the plant or moth (see Measure 6).

**B.1.1.2 Smith's Blue Butterfly**

1. Activities that could kill Smith's blue butterfly eggs, larvae, and pupae, including vegetation removal, ground-disturbing activities, driving off road, and driving on or maintaining roads that have been colonized with vegetation, will not be conducted in Smith's blue butterfly occupied habitat or suitable habitat that has not been surveyed unless a qualified biologist determines that no host plants are in the project area. If a biologist or biological monitor observes host plants in the vicinity of the project area, the biologist/monitor will oversee the activity to ensure that impacts on host plants and diapausing larvae or pupae adjacent to the host plants are avoided (e.g., designating a buffer around host plants, establishing alternative access routes).

**B.1.1.3 Quino Checkerspot Butterfly**

1. Activities that could kill Quino checkerspot butterfly eggs, larvae, and pupae, including vegetation removal, ground-disturbing activities, driving off road, and driving on or maintaining roads that have been colonized with vegetation, will not be conducted in Quino checkerspot butterfly occupied habitat or suitable habitat that has not been surveyed unless a habitat assessment indicates that no host plants are in the project area. If host plants occur in the vicinity of the project area, project activities will occur during a year and at the time of year when host plants can be observed; and a biologist or biological monitor will oversee the activity to ensure that impacts on host plants and diapausing larvae or pupae adjacent to the host plants are avoided (e.g., designating a buffer around host plants, establishing alternative access routes).

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## **B.1.2 Amphibians**

### **B.1.2.1 Arroyo Toad**

1. Within occupied habitat, identified as (1) aquatic and terrestrial habitat with known extant occurrences of the species; and (2) upland habitat (including unpaved roads and staging areas) within 82 feet in elevation (i.e., vertical distance) of known breeding habitat, project activities will be restricted as follows.

### **B.1.2.2 Yosemite Toad (YOTO)**

1. For all known occurrences (including all upland habitat within 0.78 mile from known occurrences):
  - a. No habitat assessment or survey needed.
  - b. Forest Service project specific review<sup>2</sup>: No activities involving vegetation removal/maintenance, hazard tree removal, off-road vehicle traffic, or ground disturbance will be conducted, unless the Forest Service biologist reviews the activities and determine that they can be implemented without adversely affecting Yosemite toads. The Forest Service may determine that some activities, such as patrolling or working in a bucket truck from existing roads, are not expected to adversely affect the species with adherence to identified measures.

## **B.1.3 Reptiles**

### **B.1.3.1 Desert Tortoise (DETO)**

1. Class 2 activities occurring within suitable desert tortoise habitat will be supervised by a qualified biological monitor approved by the Service.
  - a. For Class 2 activities in suitable desert tortoise habitat during the tortoise active season, currently identified as September 1 through October 31 and May 1 through June 30, a Service-approved biologist will conduct focused surveys no more than 14 days prior to project implementation. Focused surveys will follow the Service's most recent desert tortoise survey protocol.

## **B.1.4 Birds**

### **B.1.4.1 Coastal California Gnatcatcher, Least Bell's Vireo, Southwestern Willow Flycatcher, and Western Yellow-Billed Cuckoo**

1. No more than 0.05 acre (2,178 square feet) of suitable habitat will be removed or significantly degraded (e.g., from vegetation clearing around poles or tree trimming or removal) from any one location. Impacts at one location will consist of all impacts within 500 feet of each other.
2. Removal of suitable habitat will be conducted outside the breeding season, unless protocol surveys have been conducted within the past year with negative results. The breeding season

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for these birds is as follows:

- a. Southwestern willow flycatcher: May 1 to September 30;
- b. Least Bell's vireo: March 1 to August 31;
- c. Coastal California gnatcatcher: February 15 to August 31; and
- d. Western yellow-billed cuckoo: May 15 to September 15

**B.1.4.2 Western Snowy Plover**

1. No more than 0.05 acres (2,178 square feet) of suitable habitat will be removed or degraded (e.g., from vegetation clearing around poles or tree trimming or removal) from any one location. Impacts at one location will consist of all impacts within 500 feet of each other.
2. Removal of suitable habitat will be conducted outside the breeding season, unless surveys are conducted by a qualified biological monitor and coordinated with the Service. The breeding season for these birds is as follows:

Western snowy plover: March 1 to September 30

**B.1.5 Fish**

**B.1.5.1 Lahontan Cutthroat Trout (LCT)**

1. No activities will be conducted within the active stream channel or aquatic habitat that is occupied by Lahontan cutthroat trout.
2. A qualified biological monitor will be onsite during project activities involving ground disturbance (e.g. grading existing roads or replacing anchor lines) and/or vegetation removal within 25 feet of occupied Lahontan cutthroat trout habitat to ensure that adverse effects on the species and its habitat are avoided.
3. Activities involving ground disturbance and/or vegetation removal within 25 feet of occupied Lahontan cutthroat trout habitat will occur outside the primary spawning season, which extends from March through July.

**B.1.5.2 Owen Tui Chub**

1. No activities will be conducted within the active stream channel or aquatic habitat that is occupied by Owens tui chub.
2. A biological monitor will be onsite during project activities involving ground disturbance (e.g., grading existing roads or replace anchor lines) and/or vegetation removal within 25 feet of occupied Owens tui chub habitat to ensure that adverse effects on the species and its habitat are avoided.

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### **B.1.6.2 Gray Wolf**

1. The Forest Service will notify the Utility if dens or rendezvous sites are within 1 mile of the activity. If records exist, then the biologist, in coordination with the Forest Service, will establish a buffer of no work between the proposed activity and the den site/rendezvous site. The buffer will be at least 1 mile, but is likely to be larger and irregularly shaped based on topography and concerns for revealing the exact site location. The Forest Service is expected to coordinate with the California Department of Fish and Wildlife (CDFW) when determining whether dens or rendezvous sites are present and when designating buffers. Activities within the buffer will be seasonally restricted from April 1 to July 15.

### **B.1.7 Plant Species**

#### **B.1.7.1 Species**

Chorro creek bog thistle, Keck's checker mallow, Kern mallow, Layne's butterweed, purple amole, Camatta Canyon amole, Springville clarkia, Gaviota tarplant, Ash-gray paintbrush, Bakersfield cactus, Big Bear Valley sandwort, Braunton's milk-vetch, California dandelion, California jewelflower, Cushenbury buckwheat, Cushenbury milk-vetch, Cushenbury oxytheca, fleshy owl's clover, Gaviota tarplant, Kern mallow, Keck's checker-mallow, Mariposa pussypaws, Munz's onion, Nevin's barberry, Parish's daisy, and pedate checker-mallow.

#### **B.1.7.2 Plant Measures**

1. Prior to conducting project activities with the potential to impact listed plant species (e.g., ground-disturbing activity, vegetation removal, and off-road vehicle use) and within the species range for any listed plant species, conduct a desktop habitat assessment within and adjacent to the project area to determine habitat suitability for each species potentially present. If a desktop habitat assessment is inconclusive, then a botanist familiar with the species will conduct a site visit to determine habitat suitability. If suitable habitat is present, follow Measure 2.
2. Conduct field surveys to determine species presence; the survey period will occur when nearby reference populations are in bloom, using known blooming periods and local Forest blooming data as a guide. The activity will be conducted in the same year following the survey, or prior to the next blooming season. If a nearby reference population is not available, a qualified botanist will conduct early-, mid-, and late-blooming period site surveys when the species is most likely to be found.
3. Occurrences/sightings of a federally listed plant species found by Utility biologists/botanists (or their contractors) will be reported to the Forest Service to ensure ESA compliance. The reports will include GPS locations, geospatial data (e.g., shapefile or geodatabase), and an Element Occurrence report.

**(END SAMPLE APPENDIX B)**

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**APPENDIX C TO SAMPLE OPERATING PLAN OR AGREEMENT**

**CULTURAL RESOURCE MANAGEMENT**

Documentation of measures to preserve historic properties in the powerline facility permit or easement area.

A National Phasing Programmatic Agreement is being developed that can be used agencywide and that will cover large corridor projects, including powerline facilities. When it is completed, the National Phasing Programmatic Agreement will be added as Appendix C to the sample operating plan or agreement in the directive.

**(END SAMPLE APPENDIX C)**

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**APPENDIX D TO SAMPLE OPERATING PLAN OR AGREEMENT**

**ROAD MAINTENANCE OR ROAD PROJECT AGREEMENT**

<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.>

<USER NOTES FOR TITLE>

<Select the applicable title, and delete the remaining title. Delete the brackets.>

**[ROAD MAINTENANCE AGREEMENT] [ROAD PROJECT AGREEMENT]**

**Between**

**[HOLDER/GRANTEE]**

**and the**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
UNITED STATES FOREST SERVICE  
\_\_\_\_ NATIONAL FOREST**

<USER NOTES FOR FIRST PARAGRAPH>

<Include “routine” for road maintenance agreements, and delete “non-routine.” Include “non-routine” for road project agreements, and delete “routine.” Delete the brackets.>

The [holder/grantee] and the United States Department of Agriculture, United States Forest Service (FS), \_\_\_\_ National Forest, hereby enter into the following agreement for [routine] [non-routine] maintenance of National Forest System (NFS) roads (hereinafter “Agreement”) under the powerline facility [permit/easement] issued by the FS to [holder/grantee], Authorization Identification Number [XXX].

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

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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



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any applicable special conditions):

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3. [Holder's/Grantee's] Commensurate Share

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

(b) Commensurate Share Calculation. The initial calculation of the [holder's/grantee's] commensurate share, including the maintenance made necessary by the [holder's/grantee's] use and the cost of the maintenance, is shown in an appendix to this Agreement. The value of the [holder's/grantee'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 [holder's/grantee'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 [holder's/grantee's] commensurate share and the cost of the maintenance performed shall be deposited in cash, as provided in paragraph 3(c).

**<USER NOTES FOR 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 [holder's/grantee'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):

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5. Legal Description (if applicable): \_\_\_\_\_

6. County: \_\_\_\_\_

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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 \_\_\_\_\_ years ☐ Other

Explanation: \_\_\_\_\_

11. Maintenance Frequency: \_\_\_\_\_

12. Specifications: ☐ Not Required ☐ On File at \_\_\_\_\_  
☐ Attached \_\_\_\_\_  
Description: \_\_\_\_\_

13. Environmental Assessment: ☐ Not Required ☐ On File at \_\_\_\_\_  
☐ Attached \_\_\_\_\_

14. Regulatory Clearance Checklist: ☐ Not Required ☐ On File at \_\_\_\_\_  
☐ Attached \_\_\_\_\_

15. Other Conditions: \_\_\_\_\_

16. Estimated Cost: \_\_\_\_\_

17. Funding Sources (if multiple sources, give breakdown for each):

☐ Forest Account ☐ Contract

18. Performance under this Agreement will be subject to availability of appropriated funds and existing statutory authority.

19. This Agreement may be terminated by either party after sufficient written notice to the other party, typically 90 days, for orderly closeout of any work in progress.

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**<USER NOTES FOR PARAGRAPH 20>**

**<Include the first two sentences of paragraph 20 only in road maintenance agreements.  
Delete them in road project agreements. Delete the brackets.>**

20. [Appropriate [holder/grantee] and FS officials will review this Agreement every 3 years or as needed to track the [holder's/grantee's] maintenance cycle or future projects to determine if changes are needed to the agreement. Revisions to this Agreement may be made as a result of reviews.] Revisions to this Agreement may be initiated at any time by either party. Revisions to this Agreement must be agreed to in writing by both parties.

21. This Agreement does not cover damage to or loss of materials or maintenance or repairs necessitated by natural disasters. The parties are not responsible for failure to timely complete maintenance or for other inconvenience to road users, unless otherwise provided in the maintenance plan for this Agreement. The parties are responsible for ensuring that road users and other members of the public are not jeopardized by work performed under this Agreement.

22. Points of Contact:

[HOLDER/GRANTEE]:

FOREST SERVICE:

[name]

[name]

[title]

[title]

[address]

[address]

[telephone number]

[telephone number]

[email address]

[email address]

\_\_\_\_\_  
[NAME AND TITLE OF PERSON SIGNING ON BEHALF OF  
HOLDER/GRANTEE]  
[HOLDER/GRANTEE NAME]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME AND TITLE OF AUTHORIZED OFFICER]

\_\_\_\_\_  
Date

**(END SAMPLE APPENDIX D)**