

Authorization ID: **MTD903A**
Contact Name: **BEAR VALLEY ELECTRIC SERVICE**
Expiration Date: **12/31/2028**
Use Code: **512**

FS-2700-4 (09/2020)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SPECIAL USE PERMIT**

Authority: ORGANIC ADMINISTRATION ACT June 4, 1897

BEAR VALLEY ELECTRIC SERVICE of PO BOX 1547 BIG BEAR LAKE CA UNITED STATES 92315 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the SAN BERNARDINO NATIONAL FOREST or unit of the National Forest System, subject to the terms of this special use permit (the permit).

This permit covers or 2.64 miles in the, T. 2 N., R. 1 E., SAN BERNARDINO MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of:

Construction Permit for the Radford Line Covered Conductor Replacement Project on the Bear Valley Electric Service Radford Electrical Line on the Mountaintop Ranger District. The Bear Valley Electric Company will replace approximately 79 wood power poles, 14,772' of 3 conductor 35 kilovolt (KV) open wire conductor, and 2,368' of 4 conductor 4 kilovolt (KV) open wire conductor that are within an existing power line that extends from Village Drive in the City of Big Bear Lake on the north to Radford Camp Road in the San Bernardino National Forest on the south, a distance of approximately 2.64 miles. The project will replace open wire high voltage conductors with covered conductors throughout, and wood power poles with ductile iron poles within the San Bernardino National Forest to better withstand high winds and wildfires.

Construction must progress in accordance with the stipulations included in the appendices attached to this permit.

Appendix A: Map and Diagram of Authorized Activities

Appendix B: Project Description as Operating Plan

Appendix C: Project Record and SHBO Consultation with design features

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the ORGANIC ADMINISTRATION ACT June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. TERM. This permit shall expire at midnight on **12/31/2028**. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit.

Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

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 or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing the 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 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 or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area and the authorized facilities and improvements for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use 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 authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit 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 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. CHANGE IN CONTROL OF THE BUSINESS ENTITY.

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is planned.

(a). In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

(b). In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

(c). In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

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 authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by 01/01/2024 and shall be completed by 12/31/2028.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 14 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements 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 resources.

C. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM 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 operating plan. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

D. OPERATING PLAN. The holder shall prepare and annually revise an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the 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 holder's operations for compliance with the terms of this permit. The operating plan shall be submitted by the holder and

approved in writing by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. Any operating plan revisions shall be submitted by the holder and approved in writing by the authorized officer or the authorized officer's designated representative before they are implemented. The authorized officer may require an annual meeting with the holder to discuss the terms of the permit or operating plan, annual use reports, or other concerns either party may have.

E. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this permit.

F. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The 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. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

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. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of National Forest System lands by the 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 permit area for the authorized uses, or for the furnishing of road or trail maintenance, water, fire protection services, search and rescue services, or any other services by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss to the authorized improvements and all risk of loss of use and occupancy of the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss to the authorized improvements and of use and occupancy of the permit area 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 authorized improvements are destroyed or substantially damaged, the

authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate. If the authorized officer determines that the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate. Termination under this clause shall not give rise to any claim for damages, including lost profits and the value of the improvements, by the holder against the Forest Service.

F. 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 that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. 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.J.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect 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 in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees, agents, or contractors. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. 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 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., 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 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.

2. Definition of Hazardous Material. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of 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.

3. Oil Discharges and Release of Hazardous Materials. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the 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 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as 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.

4. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the 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 site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

I. 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 in connection with the use or occupancy 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 the use or occupancy 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; (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 materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms of this permit or any applicable law, regulation, or order.

K. STRICT LIABILITY. The holder shall be strictly liable (liable without proof of negligence) to the United States up to the limit specified in 36 CFR 251.56(d)(2), as amended, per occurrence for any injury, loss, or damage arising in tort under this permit. Liability in tort for injury, loss, or damage to the United States exceeding the prescribed amount of strict liability in tort shall be determined under the law of negligence.

L. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall include the United States as an additional insured in an endorsement to the policy, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the holder. The holder shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to United States C/O San Bernardino National Forest, 602 S Tippecanoe Ave, San Bernardino, CA 92408. Minimum

amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses, including those arising from strict liability, associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$1,000,000 as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

V. RESOURCE PROTECTION

A. WATER POLLUTION. No waste or by-product shall be discharged into water in connection with the use and occupancy authorized by this permit except in full compliance with all applicable federal, state, and local environmental and other laws. 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 except in full compliance with all applicable federal, state, and local environmental and other laws.

B. SCENIC VALUES. The holder shall protect the scenic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

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

D. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings 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). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. 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 a Pesticide-Use Proposal was submitted.

3. Safety Plan. Before applying pesticides in the permit area, the 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 the equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project 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. By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

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.

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 otherwise directed by the authorized officer.

F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). 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 leave the discoveries intact and in place. The 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 holder shall as soon as practicable notify the authorized officer 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 authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any preconditions have been met.

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

1. Threatened and Endangered Species and Their Habitat. 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. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. CONSENT TO STORE HAZARDOUS MATERIALS. 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 or release prevention and control plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEES. The holder shall pay in advance an annual land use fee in accordance with the fee schedule for communications sites in Forest Service Handbook 2709.11, Chapter 90. The annual land use fee shall be adjusted annually using the Consumer Price Index-Urban (CPI-U).

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. LAND USE FEE PAYMENTS.

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Land Use Fees. Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any land use 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 United States Treasury (i.e., the 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 land use fee is due.

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

(c) 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.

(d) Termination for Nonpayment. This permit shall terminate if the holder fails to pay any land use fee, interest, or any other charges within 90 calendar days of the due date. The holder shall remain responsible for the delinquent charges.

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with this 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 90 days, referral to the United States 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.

5. Consolidated Payment. Payment of annual land use fees for up to 5 years shall be consolidated. The first consolidated payment shall be made on date first full payment is due, when the first full annual land use fee payment is due, and thereafter every 5 years from date first full payment is due, until this permit expires.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION.

1. The authorized officer may revoke or suspend this permit in whole or in part:

(a) For noncompliance with federal, state, or local law;

(b) For noncompliance with the terms of this permit;

(c) For abandonment or other failure of the holder to exercise the privileges granted; or

(d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

2. The authorized officer may revoke this permit at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

3. Prior to revocation or suspension, other than revocation at the request of the holder under clause VII.A.2 and immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer 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. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. 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 holder against the Forest Service.

D. 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. Examples include but are not limited to expiration of the permit by its terms on a specified date and, in the case of a permit issued to a business entity, termination upon change of control of the business entity. Termination of this permit shall 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.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.

Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.

Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

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 Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. 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.

D. SURVEY AND MANAGE SPECIES AND THEIR HABITAT The survey and manage standards and guidelines were established in the 1994 Northwest Forest Plan amendments to all Forest Service land 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, for which the standards and guidelines apply, has been amended and is subject to periodic amendment by the Forest Service. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on survey and manage species or their habitat affected by the authorized use and occupancy. The location of sites within the area occupied by survey and manage species or their habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. Discovery by the holder or the Forest Service of other sites within the permit area containing survey and manage species or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.

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

ACCEPTED:



JON PECCHIA, BEAR VALLEY ELECTRIC SERVICE

SIGNATURE

DATE

12-18-2023

APPROVED:

FREDDIE DUNCAN

Digitally signed by FREDDIE DUNCAN
Date: 2024.01.03 10:51:46 -08'00'

FREDDIE DUNCAN
DISTRICT RANGER

Mountaintop Ranger District
San Bernardino National Forest
USDA Forest Service

DATE

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 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 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.

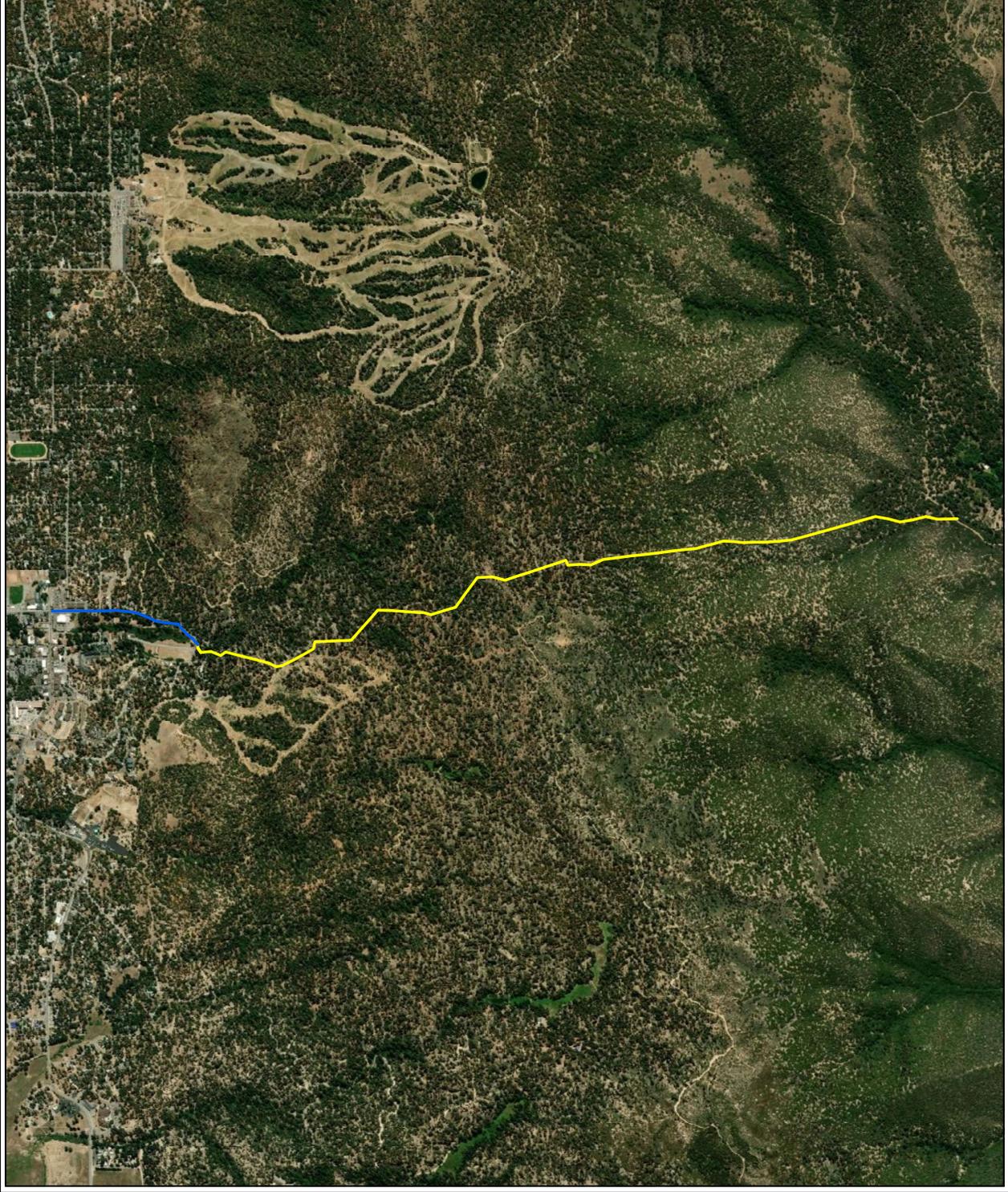
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (888) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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.



LEGEND:

- Segment 1 - Overhead Installation
- Segment 2 - Overhead Installation



**BEAR VALLEY ELECTRIC SERVICE
RADFORD POWER POLE REPLACEMENT
PROJECT & UNDERGROUND ALTERNATIVE**

Proposed Project



FIGURE | 2

Appendix B: Radford Overhead Power Line - Project Description

The Bear Valley Electric Company will replace approximately 79 wood power poles, 14,772' of 3 conductor 35 kilovolt (KV) open wire conductor, and 2,368' of 4 conductor 4 kilovolt (KV) open wire conductor that are within an existing power line that extends from Village Drive in the City of Big Bear Lake on the north to Radford Camp Road in the San Bernardino National Forest on the south, a distance of approximately 2.64 miles. The project will replace open wire high voltage conductors with covered conductors throughout, and wood power poles with ductile iron poles within the San Bernardino National Forest to better withstand high winds and wildfires.

Village Area

Power poles extend within the existing street right-of way along the east side of Knickerbocker Drive from Village Drive south to approximately 400 feet south of Seneca Trail. At this point the overhead power lines cross to the west side of Knickerbocker Drive and continue south in the street right-of-way to the northeast corner of the intersection of Cameron Drive at Pine Knot Avenue. At the Cameron Drive and Pine Knot Avenue intersection the power line extends south across Cameron Drive and Cherry Lane into the San Bernardino National Forest (Addressed Below). The total distance of power line in the Village Area from Village Drive to Cameron Drive is approximately 2,300', or a distance of approximately 0.43 miles.

The existing new wood power poles from Village Drive to Cameron Drive at Pine Knot Avenue within the city will remain. Eight (8) existing wood poles would be replaced with new higher strength wood poles due to the additional strain of the 35KV and 4KV covered conductors. In addition to the pole replacement, the existing 35KV and 4KV conductors and arms would be replaced with fiberglass arms and polymer insulator with covered (Avian) hoods.

National Forest Area

The existing wood power poles that extend from Cameron Drive at Pine Knot Avenue south through the San Bernardino National Forest to Radford Camp Road would be replaced with ductile iron poles approximately 2.21 miles. The replacement ductile iron poles would be set in the ground within five feet of the existing wood poles. Ground crews would replace approximately 10 power poles in the San Bernardino National Forest that have suitable truck and equipment access via existing Forest Service roads. Due to the rugged terrain and limited access for the use of ground equipment, approximately 61 of the 71 power poles in the San Bernardino National Forest would be replaced with the use of helicopters. Helicopters would drop-off ductile iron poles, ground crews and equipment to the work site, then airlift the new poles into place. Once all the ductile iron poles are in place and the new covered conductors are attached, the wood poles would be removed by helicopter. The existing wood poles range in height from 35' to 60' and the ductile iron poles will be 50' to 60' in height.

The project is scheduled to take approximately 6 months to complete with construction scheduled to start in the spring of 2023 and be completed in the fall of 2023. Removed poles and other equipment are to be stored at Bear Valley Electric Facility in the City of Big Bear to be properly disposed of or recycled. The helicopters would be stationed at the Big Bear Airport that is located in Big Bear Lake approximately four miles northeast of the project and would fly to the project site on a daily basis.

The existing power line alignment was surveyed by a biologist to determine if the project could have any biological resource impacts. Based on the results of the biological survey, there are

Sensitive Species in the region that could occur in the area that is proposed for construction. As a result, it is recommended that a biological monitor with generalist knowledge be onsite full-time for all construction activities. Construction proposed near known Sensitive Specie reproductive areas may be required to be postponed and recommence only after the reproductive season has ended. Throughout the nesting bird season, which is approximately March 1 through September 1 annually, nesting bird surveys will be required prior to the start of any construction activity. It is recommended that BVES consult with the U.S. Forest Service, U.S. Fish and Wildlife Service (USFWS), and/or the California Department of Fish and Wildlife prior to the start of construction to ensure that all proper biological resource mitigation measures are taken prior to the start of construction.

We submitted a cultural survey request in 2019 and permission was granted to conduct the survey on 8/15/2022. The survey was completed on 10/17/2022. There were no resources to exist within the proposed construction area, and a copy of the Cultural survey report will be sent to the San Manuel Band of Mission Indians and the USFS.



File Code: 2670

Appendix C

Date: 09/20/2023

Subject: Project Record for Radford Line Covered Conductor Replacement Project

We have reviewed the proposed action for the Radford Line Covered Conductor Replacement Project for potential effects to Threatened, Endangered, Sensitive, and Watch List species on the San Bernardino National Forest. We recommend the following Design Features be incorporated into the proposed action and included in the implementation/decision.

These Design Features are important in order to reach the determinations of effects below:

Coordination

- Project administrators, inspectors, and personnel will be provided information on rare animals, rare plants, and weeds within project areas and provided direction for what to do if those species are encountered (including notification of a district biologist or botanist).
- Crews will be instructed to contact the Forest Service permit administrator as the person responsible for overseeing compliance of protection measures. The permit administrator will coordinate directly with SBNF biologists and botanists as needed to achieve required avoidance and minimization.
- Observations of special-status plant/wildlife species or their diagnostic signs during pre-work surveys or project activities/monitoring will be conveyed to the Forest Service permit administrator or designee within 24 hours of the observation. Observations will be documented and reported to the Forest Service within 5 work days. The documentation will include observation details and photos if possible.

Project Access

- Project vehicles/equipment should be parked on existing disturbed areas, staying within existing road prism.

General Project Activities

- Nighttime (after dusk and before dawn) work (and use of artificial lighting) will not be permitted.
- No side-casting of materials is permitted.
- Temporary overburden piles would be stored in road bed or other previously-disturbed site/clearing. Exceptions would require Forest Service approval.

Fire Prevention

- Work crews will follow all appropriate SBNF fire prevention restrictions and guidelines.



- Care will be exercised when driving and parking vehicles where catalytic converters can ignite dry vegetation. All vehicles will carry a fire extinguisher and shovel. Personnel will not smoke or extinguish cigarettes except in a vehicle or where there is an area cleared to bare mineral soil. Current Forest Service fire restrictions will be followed.

Vegetation Removal/Trimming

- Felling of hazard trees and vegetation removal/trimming will only be conducted with prior approval from the Forest Service. To the greatest extent possible, hazard trees will be felled away from riparian areas and healthy trees. The Forest Service will provide instruction on disposal of vegetation/wood.

Protection of Trees

- To the greatest extent possible, roots of trees will not be severed during trenching and digging. Where feasible, hand tools will be used to remove dirt under and around roots 3+” in diameter, leaving the root connected.
- Equipment will avoid working within the dripline of trees to minimize impacts of compaction and risk of damage to tree trunks. Where this is not feasible, the use of equipment will be planned carefully in order to limit those impacts.
- Equipment, supplies, materials, and soil/gravel, etc. will not be stored up against living trees.

Non-Native Species

- Pursuant to Forest Service Manual (FSM) Section 2081.03 guidelines for weed control, all equipment, vehicles, and tools (*e.g.*, augers, chain saws, hand clippers, pruners, etc.) will be washed with a high pressure water/air system before entering the SBNF and before moving to new project sites. A wash log will be kept with the crew at all times. If a biological monitor is present, they will also retain a copy of the wash log.
- Vehicles must remain within the designated forest service system road prism, unless in a previously designated area, to prevent damage and the further spread of non-native species.
- All material from off-site sources (fill, base material, fill, rock and gravel, straw, mulch, etc.) used for erosion control, rehabilitation of temporary routes/landings, and/or route maintenance must be certified weed-free (S-6, LMP Part 3, p. 5). Fill material will be dry before transporting to the site to minimize the risk of introducing non-native aquatic plants, pathogens, and invertebrates (*e.g.*, snails, mussels, chytrid, etc.).

Helicopter Use

- Where helicopters are needed, all helicopter flight paths and landing zones will be delineated prior to implementation in coordination with the District Wildlife Biologist to ensure protection of rare species/habitats. Helicopter flight paths and altitudes for accessing the project area will be coordinated with the biologist to avoid low-level flights over the sensitive wildlife areas (*e.g.*, spotted owl habitat, sites with California condor records, bald eagle habitat, riparian habitat, bighorn sheep habitat, raptor nests, etc.).

- Minimal flight heights will be 345 feet (105 meters) above the treetops (spotted owls, bald eagles) or riparian vegetation (willow flycatcher habitat). The height restriction would be adjusted depending on helicopter type/size.

Wildlife/Plants

- Special habitat features of rare animals (*e.g.*, snags, burrows, woodrat nests, downed logs, etc.) should be avoided to the greatest extent feasible.
- Work crews will be provided training on rare animals, rare plants, and weeds within project areas and provided direction for what to do if those species are encountered (including notification of a Forest Service biologist).
- If bird nests are found during project implementation, activities will cease in the immediate area until the Forest Service permit administrator is notified. The biologist will determine whether activities may resume or whether to stop activities until young have fledged and the nest is vacant (as determined by the project biologist).
- All holes and trenches will be covered/filled at the end of every day in order that wildlife will not become trapped. Where it is not possible to cover a trench or hole, it will be equipped with an “escape ramp” (*e.g.*, piece of lumber, stick, etc.) that allows animals to climb out. Holes and trenches will be checked each morning and any animals that have not escaped will be removed immediately.
- Project personnel will not bring pets to the work sites.
- Feeding of all wildlife is prohibited.
- Collecting of any wildlife or plants is prohibited.
- Trash and food shall be contained in closed containers and removed from the job site daily to reduce attractiveness to opportunistic wildlife species. All construction debris will be removed at the end of the job.
- Crews will not intentionally injure or kill wildlife species (including snakes). Instead, animals will be allowed to leave the work area before work resumes.

Southwestern willow flycatcher

- Helicopter – Southwestern Willow Flycatcher: Low-level flights (under 345’ above the top of vegetation) will be avoided within 500’ of suitable habitat during the breeding season (May 1st through August 31st), unless protocol-level surveys indicate that the area is not occupied that year. The intent of the buffer is to avoid rotor downwash and extended disturbance (more than 2 hours) within the nesting habitat. Suitable is assumed occupied unless protocol level surveys are conducted and result in absence.
- No activities within 500’ of willow flycatcher habitat during LOP (May 1st through August 31st). Exceptions may be allowed where work at a particular site can be completed within a 2-hour period or where a biologist determines that sound levels associated with the project activities would not raise noise above ambient levels in the suitable habitat. Work within 500 feet of suitable habitat may occur outside the nesting season if there are no impacts to riparian vegetation or aquatic systems.
- No trimming or removal of riparian vegetation would be allowed in suitable or Critical Habitat during the LOP. Exceptions for safety would need District Biologist coordination.
- A biological monitor must be on site (regardless of time of year) during work in southwestern willow flycatcher suitable habitat to ensure that impacts are avoided.

Bald Eagle

- Helicopter - Low-level flights will be avoided within ¼ mile of day use areas and nest sites during the season when bald eagles are regularly present.
- Wintering Bald Eagle Night Roosts LOP: Between 12/1 and 4/1 within ¼ mile of known night roosts, no night-time (between ½ hour before sunset to ½ hour after sunrise) work. Exceptions may occur where a Forest Service biologist determines that the type and duration of the work is unlikely to result in substantial disturbance to eagles.
- No daytime work (between ½ hour before sunrise to ½ hour after sunset) within ¼ mile of known day use areas or nests. Exceptions may occur where a Forest Service biologist determines that the type and duration of the work is unlikely to result in substantial disturbance to eagles.
- If nests are located prior to or during implementation, work that could affect breeding behavior would be stopped while appropriate Design Features are developed.

California Spotted Owl

- Helicopter - Low-level daytime flights over Nest Stands (NS), Protected Activity Centers (PACs) and Home Range Cores (HRCs) will be avoided during LOP (February 1st through August 15th) if the territory is occupied. Where avoidance is not possible, the project manager will coordinate with the biologist prior to implementation.
- A LOP (February 1st through August 15th) will be observed where work is planned in within ¼ mile of nest trees (unless the Forest Service biologist determines that the LOP is not needed due to lack of occupancy or noise attenuation).
- No removal or trimming of vegetation (including dead trees) in mapped spotted owl habitat unless pre-approved by the Forest Service. Directional felling should be used to minimize impacts to nest groves.

Rare Reptiles and Amphibians

- If materials and/or equipment will be stored in the work/staging areas that could shelter rare snakes and amphibians, barrier-type fencing will be installed around those sites to reduce the likelihood of those animals moving onto the sites. Coordinate with the Forest Service biologist to determine the need for this type of barrier once the specifics about how the staging areas will be used have been determined.
- In order to reduce the risk of running over slow-moving animals, project personnel will do visual checks for snakes and other animals prior to moving parked equipment and vehicles.
- Project personnel will not intentionally kill any animals, including snakes.
- If southern rubber boas, San Bernardino mountain kingsnakes, or ensatina are found in the project area, work will stop in the immediate area until the Forest Service biologist has been notified and provides direction or the animals have moved to a safe area on their own.
- Personnel will be instructed to avoid moving or disturbing downed logs and rock outcrops in order to protect small animal habitats. If disturbance is unavoidable, a

biologist will be present to monitor for sensitive species during disturbance of the habitat. Equipment, supplies, materials, and soil/gravel, etc. will not be stored on or against logs or rock outcrops.

- A biological monitor will be on-site when work is conducted in suitable habitat for southern rubber boas.

Determinations/Findings

The proposed project would have temporary and short-term disturbance effects during construction and maintenance activities. Because the site is already highly disturbed, it would not result in any additional loss of wildlife/plant habitat. Assuming the incorporation of the proposed Design Features during implementation, it is my determination that:

- *For Threatened/Endangered Species and Critical Habitat:* that implementation of the proposed action as described would not affect any federally-listed plants or animals or designated Critical Habitat for any of T/E animals and plants. No Endangered Species Act Section 7 consultation is necessary for this project.
- *For Region 5 Sensitive Species:* that implementation of the proposed action would have no effect or may affect individuals, but is not likely to result in a trend toward Federal listing, of the Sensitive animal or plant species on the current SBNF list.
- *For all Species, including SBNF Watch List Species:* the project would not interfere with maintenance of viable plant and animal populations well-distributed across the SBNF, including T/E, Sensitive, and Watch-list species.
- *Migratory Birds:* Implementation of the Proposed Action may result in unintentional impacts to individuals. The likelihood of effects is considered very low. The project complies with the Migratory Bird Executive Order (Jan, 11, 2001).

This proposed project is not expected to add to the reasonably foreseeable cumulative effects for TESW plants and animals in the San Bernardino Mountains.

/s/ Julie Donnell

Julie Donnell, District Wildlife Biologist

/s/ Joseph Esparza

Joseph Esparza, Botanist

Consultation

Tribal Consultation: Morongo Band of Mission Indians (MBMI) and Yuhaaviatam of San Manuel Nation (YSMN)

MBMI requests:

- Tribal Monitors for ground disturbing project work within the accessible portions of the project area. BVES will work directly with MBMI for Tribal Monitoring Services Agreement.
- Notification, continuing consultation, and opportunity to provide input on unanticipated discoveries should pre-contact cultural resources be discovered during project activities, and that NAGPRA protocols will be followed in the event of human remains of Native American origin are encountered.

YSMN requests:

- Notification, continuing consultation, and opportunity to provide input on unanticipated discoveries should pre-contact cultural resources be discovered during project activities, and that NAGPRA protocols will be followed in the event of human remains of Native American origin are encountered.

Forest Response:

- Forest agrees to MBMI request for Tribal Monitoring and will require BVES to hire Tribal Monitors for the areas within the APE the Tribe requests to monitor. BVES will work directly with MBMI for this service.
- Forest agrees to continue consultation, notify, and provide both Tribes with opportunity for input on unanticipated discoveries of pre-contact cultural resources and is required to follow NAGPRA protocols if human remains of Native American origin are encountered.
- Forest stipulates a 100' buffer around the area of unanticipated discovery to allow for assessment of the find that also accommodates each Tribes' requested buffer area.

SHPO Consultation:

SHPO concurs with Forest finding that the Radford Line, site FS 05-12-52-1616, is not eligible for the National Register of Historic Places, and does not object to the Forest assuming eligibility for the four sites bisected by or adjacent to the APE for the purposes of this undertaking and using Approved Standard Protection Measures under Appendix E of the R5PA to avoid adverse effects (USFS_2023_0919_002).
