

Standard Fire Prevention and Control Stipulations for BLM Electric Transmission and Distribution Right-of-Way Grants

The following is a list of standard fire prevention and control stipulations to be used in electric transmission and distribution right-of-way (ROW) grants. The only stipulation requiring a specific finding to be included is the strict liability stipulation #4. The BLM authorized officer and specialists will identify foreseeable harms from the activity to determine whether the strict liability stipulation in #4 should be included in each authorization. The strict liability stipulation in #4 shall be included if a risk of fire or other damage is generally foreseeable.

Where activities involve transmission of electric energy over wildland vegetation, or where equipment failures may be a source of ignition, strict liability stipulations shall be included in the authorization if a determination of foreseeable hazard or risk is made by the authorized officer. Examples of such activities may include but are not limited to: operation of electric transmission and distribution facilities, structures, and equipment (components).

This list provides guidance on the incorporation of appropriate fire prevention and control stipulations, as required by 43 CFR 2805.12(a)(4), in addition to other mandatory terms and conditions described in 43 CFR 2805.12 and other terms and conditions that the BLM determines to be appropriate for each right-of-way authorization. These standard fire prevention and control stipulations should be included in the electric transmission and distribution ROW grant without revision. To depart from or make a revision to these standard stipulations, the authorized officer must request and obtain concurrence from the next higher supervisory level. Any additional non-standard stipulations should not contradict or be inconsistent with the standard stipulations outlined in this IM, absent concurrence from the next higher supervisory level.

Standard Fire Prevention and Control Stipulations

1. When performing construction and maintenance (including emergency repairs) activities when State or Federal fire prevention restrictions or closures are in effect, the Holder shall ensure that there is at least one functioning on-site vehicle with firefighting equipment, including, but not limited to all of the following: fire suppression hand tools (e.g., shovels, rakes, and pulaskis); a 16-20 pound fire extinguisher; and a sufficient supply of water (minimum of 5 gallons) to extinguish a potential fire start, with a mechanism to effectively spray the water (e.g., backpack pumps or a water sprayer). A BLM authorized officer may issue a Fire Prevention Order that requires the Holder to implement additional fire prevention measures.
2. Within, and in the immediate vicinity of, an electric transmission and distribution ROW, the Holder shall provide and maintain a sufficient vegetation clearance around the base of wood poles or other facilities with the potential to catch or spread fire in accordance with minimum clearance standards adopted by the State where the powerline resides.
3. The Holder shall do everything reasonable to prevent and suppress wildfires on all structures, equipment, and facilities that are on the electric transmission and distribution line for which the ROW is granted, without regard to whether they are located within the ROW or on non-federal land – and where a failure or fire ignition could reasonably lead to adverse impacts to public land.

Standard Fire Prevention and Control Stipulations for
BLM Electric Transmission and Distribution Right-of-Way Grants

4. As provided in 43 CFR 2807.12(b)(1)-(5), the Holder shall be strictly liable for any activity or facility associated with the ROW area that the BLM determines presents a foreseeable hazard or risk of damage or injury to the United States. The BLM has determined that the permitted/authorized activity or facility (*describe here*) presents a foreseeable hazard or risk of damage and has also determined that the financial limitation on strict liability under 43 CFR 2807.12(b) and this grant will be based on the most current annual BLM Calendar Year ROW Cost Recovery Fee Schedule and Strict Liability Amount instruction memorandum issued in the year that the incident occurred, subject to any other statutory or court-ordered strict liability standards. This strict liability amount is updated annually by BLM under 43 CFR 2807.12(b)(3). [*Note to those processing these Land Use Authorizations: The authorized officer must determine whether the permitted activity or facility presents a foreseeable fire risk. If it is determined that such a risk exists, this strict liability stipulation shall be included in an authorization.*]

The authorized officer must identify in the authorization the activity or facility posing such hazard or risk and specify the financial limitation on strict liability. The authorized officer must identify as the financial limitation the maximum extent of strict liability for any one incident found in the annual BLM Calendar Year ROW Cost Recovery Fee Schedule and Strict Liability Amount Instruction Memorandum. The BLM updates this amount each year to account for changes in the Consumer Price Index for All Urban Consumers, US City Average as of July of each year (43 CFR 2807.12(b)(3) and 2886.13(b)(3)).

4. If a fire ignites within the ROW area, burns on to the ROW area, or threatens the ROW area, the Holder shall cooperate with the BLM in its efforts to respond to, investigate, and suppress all fires and will:
- a. Immediately report fires to the BLM Authorized Officer or local fire dispatch (*enter phone number(s) _____*) and take all necessary fire suppression actions, when safe to do so on any fires they cause to ignite.
 - b. Maintain the condition of the origin area of the fire from additional disturbance to enable the BLM Fire Investigator to properly assess the origin area and cause of the fire.
 - c. Defer to and follow the instructions of the BLM's Incident Commander or designee during fire suppression operations regarding activities within the boundaries of the fire including checking in and out of the fire, not entering the origin areas unless given permission to do so, and recognizing the BLM's primary authority over the fire scene.
 - d. Share factual information with the BLM concerning fires, including, but not limited to, the names of Holder's employees and invitees with knowledge of the fire; and to allow the Holder's employees and their invitees to be interviewed by the BLM's investigators regarding the fire.

Standard Fire Prevention and Control Stipulations for
BLM Electric Transmission and Distribution Right-of-Way Grants

- e. Provide an account to the BLM of the actions taken at the scene of a fire by the Holder and Holder's employees and invitees.
- f. Minimize disturbance of potential evidence located at the scene, including by not engaging in any evidence collection or destruction without the BLM's express written consent; properly handling and preserving any evidence collected; and making all documents and other evidence, including expert reports, available to the BLM in a rapid and timely manner upon request of the BLM or its counsel. If the Holder determines that evidence is under immediate threat of destruction due to the fire itself, suppression operations, weather, etc., that evidence may be collected at the scene if it is properly handled and preserved, and BLM is notified, in writing, in a timely manner.
- g. Not hamper the BLM's investigation of origin and cause of the fire and reasonably assist the BLM's investigation.
- h. Provide information upon request of the BLM or its counsel concerning the construction, monitoring, inspection, maintenance, or repairs of any of Holder's facilities that the BLM determines may be relevant to the BLM's investigation of a fire.