

## **E. NEW BUSINESS**

- 4. Resolution 2024-XX: Authorizing the mayor to enter into a lease agreement with the USDA Forest Service for the Cooper Mountain communications site to support emergency management communication equipment.**

**MEMORANDUM**

TO: Brent Johnson, Assembly President  
Members of the KPB Assembly

THRU: Peter A. Micciche, Mayor  
A. Walker Steinhage, Deputy Borough Attorney  
Brenda Ahlberg, Emergency Manager  
Robert Ruffner, Planning Director

FROM: Aaron Hughes, Land Management Officer

DATE: June 13, 2024

RE: Resolution 2024-XXX; Authorizing the Mayor to Enter into a Lease Agreement with the USDA Forest Service for the Cooper Mountain Communications Site to Support Emergency Management Communications Equipment

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The Kenai Peninsula Borough ("KPB") owns and operates communication equipment at the Cooper Mountain Communications site in Cooper Landing. The property the site is located within is owned by the USDA Forest Service and managed by the Seward Ranger District. The KPB Office of Emergency Management ("OEM") desires to continue its use at the site, to maintain consistency with Goal 3, Focus Area: Public Safety and Emergency Services, Objective A of the 2019 KPB Comprehensive Plan. The attached Communications Use Lease and Cooper Mountain Communications Site Management Plan have been prepared by the Seward Ranger District to authorize KPB's continued use at the site.

The Resolution authorizes the Mayor to enter into the lease agreement with the USDA Forest Service on behalf of the KPB OEM and pursuant to KPB 17.10.030(C). Rental fees have been waived because of the public safety nature of the Borough's use of the site. Your consideration is appreciated.

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
5/21/24

**KENAI PENINSULA BOROUGH  
RESOLUTION 2024-XXX**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE  
AGREEMENT WITH THE USDA FOREST SERVICE FOR THE COOPER  
MOUNTAIN COMMUNICATIONS SITE TO SUPPORT EMERGENCY  
MANAGEMENT COMMUNICATION EQUIPMENT**

**WHEREAS**, the Kenai Peninsula Borough (“KPB”) owns and operates communication equipment located at the Cooper Mountain Communication Site; and

**WHEREAS**, the land encompassing the Cooper Mountain Communications Site is owned by the USDA Forest Service within the Seward Ranger District; and

**WHEREAS**, KPB’s use at the site is authorized under a Communications Use Lease which expired on December 31, 2023; and

**WHEREAS**, entering into a new lease agreement with the United States of America for continued use of the site is appropriate and serves the public best interest; and

**WHEREAS**, pursuant to KPB 17.10.040, assembly approval of the acquisition of interests in lands shall be by resolution upon receipt of a planning commission recommendation; and

**WHEREAS**, the Cooper Landing Advisory Planning Commission at its regularly scheduled meeting of \_\_\_\_\_, 2024, recommended \_\_\_\_\_; and

**WHEREAS**, the KPB Planning Commission at its regularly scheduled meeting of \_\_\_\_\_, 2024, recommended \_\_\_\_\_.

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That KPB is authorized to lease the real property located in the Seward Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

That portion of Section 04, Township 04 North, Range 03 West, Seward Meridian, as depicted in the Cooper Mountain Communications Site Management Plan dated 03/13/2024 for the construction, operation, maintenance, and termination of a public safety radio repeater communications facility.

**SECTION 2.** That the purpose of the acquisition is to support the Office of Emergency Management’s operation of the communication equipment currently located upon the leasehold, along with other KPB interests.

**SECTION 3.** That the lease will expire on 12/31/2053. Lease payments will be waived pursuant to 36 CFR 251.57, which authorizes the waiver of lease fees when equitable and in the public interest and the holder is a local government. The terms and conditions of the lease must be in accordance with those of the accompanying lease agreement.

**SECTION 4.** That pursuant to KPB 17.10.080(C), no land classification is proposed for this rental property.

**SECTION 5.** That the mayor is authorized to execute all documents for the lease agreement substantially similar to the lease agreement submitted with this resolution, and to make all agreements deemed necessary in accordance with this resolution.

**SECTION 6.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY \* 2024.**

\_\_\_\_\_  
Brent Johnson, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:



**GENERAL LOCATION MAP**  
Cooper Mountain Communications Site

0 3,000 6,000 Feet



jd\_6.12.24

Authorization ID: SEW838  
Contact ID: KENAI PENINSULA BOROUGH  
Expiration Date: 12/31/2053  
Use Code: 806

FS-2700-10b (09/2020)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
COMMUNICATIONS USE LEASE  
AUTHORITY:**

**Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772**

Kenai Peninsula Borough, Office of Emergency Mgt. 253 Wilson Lane SOLDOTNA, AK 99669.

This communication use lease (lease) is issued by the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), to Kenai Peninsula Borough (the "lessee").

The United States, in consideration of the following terms, including advance payment to the United States of the specified rent by the lessee, and subject to all valid existing rights, issues this non-exclusive lease to the lessee for a Cooper Mountain Communications facility in the County of Kenai Peninsula Borough, State of Alaska, Sec. 4, T. 4 N., R. 3 W., Seward Meridian in the Chugach National Forest (hereinafter the "lease area"). The communications facility and ancillary improvements authorized by this lease (hereinafter "authorized facilities") include:

**Equipment shelters:** None

**Antenna support structures:** 6' x 10' metal Conex

**Ancillary improvements:** State of Alaska power cable is providing electricity to the tower.

**Access:** Helicopter

The location of the lease area is described or shown generally in the communications site management plan or communications site map dated 3/15/2024 for the Cooper Mountain Communications Site, which is incorporated as Appendix A of this lease.

**I. GENERAL TERMS**

**A. AUTHORITY.** This lease is issued pursuant to Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772, 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 lease shall expire at midnight on 12/31/2053. Expiration of this lease shall not require notice, a decision document, or any environmental analysis or other documentation.

**D. CONTINUATION OF USE AND OCCUPANCY.** This lease is not renewable. Prior to expiration of this lease, the lessee may apply for a new lease for the use and occupancy authorized by this lease. Applications for a new lease must be submitted at least 6 months prior to expiration of this lease. Issuance of a new lease is at the sole discretion of the authorized officer. At a minimum, before issuing a new lease, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new lease are 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 lease is the same as the type of use and occupancy authorized by this lease; and (3) the lessee is in compliance with all the terms of this lease. The authorized officer may prescribe new terms when a new lease is issued.

**E. AMENDMENT.** This lease 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 land 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 lease, the lessee 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 lease area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. RESERVATIONS.** All rights not specifically granted to the lessee are reserved to the Forest Service, including:

1. The right of access to the lease area, including a continuing right of physical entry to the lease area and the authorized facilities for inspection, monitoring, or any other purpose consistent with any right or obligation of the Forest Service under any law or regulation.
2. The right to use, administer, and dispose of all natural resources and improvements other than the authorized facilities, including the right to use roads and trails and authorize rights-of-way and other uses in the lease area in any way that is not inconsistent with the lessee's rights and privileges under this lease, after consultation with all parties involved. Except for any restrictions that the lessee and the Forest Service agree are necessary to protect public health and safety, property, and the installation and operation of the authorized facilities, the lease area shall remain open to the public for all lawful purposes.
3. The right to require common use of the lease area and to authorize use of the lease area, including the subsurface and air space, for compatible uses.

**H. ASSIGNMENT.** This lease is fully assignable, subject to the following conditions:

1. The lessee must be in compliance with all the terms of this lease.
2. Assignments must have prior written approval of the authorized officer.
3. The authorized officer may modify the terms of this lease, and the assignee must agree in writing to comply with the terms of the lease as modified.
4. Upon change in ownership of the authorized facilities, this lease may be assigned to the new owner, provided that the conditions in clause I.H.1 through I.H.3 are met. Any transfer of title to the authorized facilities without an approved assignment of this lease shall result in termination of this lease.

Renting of space in or on the authorized facilities does not constitute an assignment under this clause.

## **II. IMPROVEMENTS**

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

**B. DRAWINGS.** All development, layout, construction, and alteration of improvements in the lease area shall be consistent with the applicable communications site management plan. All drawings for development, layout, construction, or alteration of improvements in the lease 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 prior written approval from the authorized officer before they are implemented. After completion, as-built drawings, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

## **III. OPERATIONS**

**A. RENTAL OF SPACE.** The lessee is authorized to rent space in or on the authorized facilities, as long as the use is consistent with the applicable communications site management plan and compatible with all existing uses and provide other services to occupants of the authorized facilities. The lessee is not authorized to rent the use and occupancy of National Forest System lands in the lease area. The lessee shall charge each occupant a reasonable rent without discrimination for the use and occupancy of the authorized facilities and services provided. The lessee shall not impose on occupants any unreasonable restrictions, including any restrictions restraining competition or trade practices. By October 15 of each year, the lessee shall provide the authorized officer a completed Form FS-2700-10a, Facility Owner and Occupant Inventory of Communications Uses, listing the lessee and all occupants by category of use in or on the authorized facilities on September 30 that year. The lessee



shall be responsible for ensuring compliance of the occupants' uses with all the terms of this lease.

**B. COMMUNICATIONS SITE MANAGEMENT PLAN.** All operation and maintenance of improvements in the lease area and equipment installed in or on facilities in the lease area shall be in consistent with the applicable communications site management plan and shall require prior written approval from the authorized officer. The Forest Service reserves the right to modify the communications site management plan as deemed necessary by the authorized officer.

**C. COMPLIANCE WITH APPLICABLE COMMUNICATIONS REQUIREMENTS.** Use of communications equipment under this lease is contingent upon possession of a valid Federal Communications Commission (FCC) license or National Telecommunications and Information Administration (NTIA) authorization, as applicable, and must be in strict compliance with the requirements of the FCC or NTIA. A copy of each FCC license or NTIA authorization shall at all times be maintained by the lessee for each transmitter being operated in or on the facilities. Upon request, the lessee shall provide the authorized officer with a current copy of all FCC licenses and NTIA authorizations for communications equipment in or on the authorized facilities covered by this lease.

**D. OPERATION OF COMMUNICATIONS EQUIPMENT.** The lessee shall ensure that all equipment operated by the lessee and the lessee's occupants in or on the authorized facilities covered by this lease operates in a manner that will not cause harmful interference with the operation of existing communications equipment in or on the authorized facilities or in the vicinity of the Cooper Mountain Communications Site. If the authorized officer or authorized FCC official determines that use of any equipment installed in or on the authorized facilities interferes with existing communications equipment, the lessee shall promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or authorized FCC official.

**E. TECHNICAL INFORMATION.** Upon request, the lessee shall furnish the authorized officer with technical information concerning the communications equipment located in or on the authorized facilities covered by this lease. Both the authorized officer and the lessee shall follow federal guidelines when dealing with classified or sensitive security information.

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

**G. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM TRAILS.** The lessee'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 this lease. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in this lease.

**H. MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the lessee's operations and reserves the right to inspect the lease area and authorized facilities at any time for compliance with the terms of this lease. The lessee shall comply with inspection requirements deemed appropriate by the authorized officer. The lessee's obligations under this lease are not contingent upon any duty of the Forest Service to inspect the lease area or authorized facilities. 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 lease.

**I. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION.** This lease 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 agent has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The lessee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. Felled trees in the lease area that meet utilization standards must be disposed of by the Forest Service per 36 CFR Part 223 by sale or without charge, as may be most advantageous to the United States as determined by the Forest Service. Planting of vegetation in the lease area must have prior written approval from the authorized officer.

**J. SIGNAGE.** Signage posted on National Forest System lands must have prior written approval from the authorized officer, unless the signage is required by the FCC or the Occupational Safety and Health Administration.

**K. REFUSE DISPOSAL.** The lessee shall comply with all applicable federal, state, and local requirements related to the disposal of refuse resulting from the use and occupancy authorized by this lease.

#### **IV. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THIS LEASE.** This lease is revocable and terminable, does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601, and may not be used as collateral for a loan.

**B. VALID EXISTING RIGHTS.** This lease is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the lessee for the exercise of any such right.

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

**D. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES.** This lease authorizes the use and occupancy of National Forest System lands by the lessee for the purposes identified in this lease. The Forest Service does not make any express or implied warranty of access to the lease area, of the suitability of the lease 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 lessee assumes all risk of loss to the authorized facilities and all risk of loss of use and occupancy of the lease area, in whole or in part, due to public health and safety or environmental hazards. Loss to the authorized facilities and of use and occupancy of the lease area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If any of the authorized facilities are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the authorized facilities can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this lease shall terminate. If the authorized officer determines that the lease area cannot be safely occupied due to a public health or safety or environmental hazard, this lease 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 lessee against the Forest Service.

**F. DAMAGE TO UNITED STATES PROPERTY.** The lessee has an affirmative duty to protect from damage the land, property, and other interests of the United States associated with the use and occupancy authorized by this lease. 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 lessee 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 lessee's use and occupancy of the lease 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 IV.J.

2. The lessee shall be liable for damage to all roads and trails of the United States caused by use of the lessee or the lessee's heirs, assignees, agents, employees, contractors, or occupants 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 lessee shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this lease. The lessee 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 lease that causes or threatens to cause a hazard to the health or safety of the public or the lessee's agents, employees, contractors, or occupants. The lessee 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 lease to inspect the lease area or operations of the lessee for hazardous conditions or compliance with health and safety standards.

## **H. ENVIRONMENTAL PROTECTION**

1. **Compliance with Environmental Laws.** The lessee shall in connection with the use and occupancy authorized by this lease 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 lessee 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 lease 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 lessee 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 lease 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 lessee shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the lessee's activities in the lease area, including activities conducted by the lessee's agents, employees, contractors, or occupants in or on the authorized facilities and regardless of whether those activities are authorized under this lease. The lessee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The lessee 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 lease, the lessee 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 lessee 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 lessee in connection with the use and occupancy authorized by this lease. This indemnification provision includes but is not limited to acts and omissions of the

lessee or the lessee's heirs, assignees, agents, employees, contractors, or occupants in connection with the use and occupancy authorized by this lease 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 lessee 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 lessee to furnish a surety bond or other security for any of the obligations imposed by the terms of this lease or any applicable law, regulation, or order.

## **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 lease 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 lessee shall protect the scenic values of the lease area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized facilities.

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

### **D. PESTICIDE USE**

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the lease 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 lessee 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 lease area, the lessee shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for 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 lease; 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 lessee 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 lessee shall immediately notify the authorized officer of any 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 lease. The lessee shall leave these discoveries intact and in place until otherwise directed by the authorized officer

**F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA)**. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the lessee inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the lessee shall immediately cease work in the area of the discovery and shall leave the discoveries intact and in place. The lessee 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 lessee 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 HABITAT 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 lease 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 in the communications site management plan or on a map in an appendix to this lease and may be shown on the ground. The lessee 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 lessee or the Forest Service of other sites within the lease area containing threatened or endangered species or designated critical habitat not shown in the communications site management plan or on a map in an appendix to this lease shall be promptly reported to the other party and shall be added to the communications site management plan or to the map.

2. **Sensitive Species and Species of Conservation Concern and Their Habitat.** The location of sites within the lease 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 Forest Service Manual 2670 shall be shown in the communications site management plan or on a map in an appendix to this lease and may be shown on the ground. The lessee 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 lessee or the Forest Service of other sites within the lease area containing sensitive species or species of conservation concern or their habitat not shown in the communications site management plan or on a map in an appendix to this lease shall be promptly reported to the other party and shall be added to the communications site management plan or to the map.

**H. CONSENT TO STORE HAZARDOUS MATERIALS.** The lessee 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 lease shall include, or in the case of approval provided after this lease 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 lessee and are subject to approval by the authorized officer.

## **VI. FEES AND DEBT COLLECTION**

**A. RENT.** The lessee shall pay in advance an annual rent determined by the authorized officer in accordance with applicable law and Forest Service directives.

**B. MODIFICATION OF RENT.** The annual rent shall be adjusted by the authorized officer to reflect changes in fair market value.

## **C. PAYMENTS**

1. Due Date and Crediting of Payments. Rent is due January 1 of each year. Payments in the form of a check, draft, money order, or credit card shall be made payable to USDA, Forest Service. 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 Rent. Rent is due and payable by the due date. Disputed rent, other than rent 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 rent fee not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the *Federal Register* and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rent 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 lease shall terminate if the lessee fails to pay any land use fee, interest, or any other charges within 90 calendar days of the due date. The lessee shall remain responsible for the delinquent charges.

4. Administrative Offset and Credit Reporting. Delinquent rent and other charges associated with the lease 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 lessee 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 lessee, as provided by 31 U.S.C. 3720 *et seq.*

(d) Disclosure to consumer or commercial credit reporting agencies.



## **VII. REVOCATION, SUSPENSION, AND TERMINATION**

### **A. REVOCATION AND SUSPENSION**

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

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

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

(c) For failure of the lessee to operate the authorized facilities for a period of 1 year; 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 lease at the request of the lessee. Revocation at the request of the lessee must be agreed to in writing by the authorized officer. As a condition of revocation of this lease at the request of the lessee, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this lease.

3. Prior to revocation or suspension, other than at the request of the lessee under clause VII.A.2 and immediate suspension under clause VII.C, the authorized officer shall give the lessee written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, the authorized officer shall give the lessee a reasonable period, not to exceed 90 days, to cure any noncompliance.

### **B. REVOCATION FOR SPECIFIC AND COMPELLING REASONS IN THE PUBLIC INTEREST.**

The authorized officer may revoke this lease during its term if the Forest Service determines based on a land management planning decision that the use and occupancy authorized by this lease should be changed for specific and compelling reasons in the public interest, other than a determination under clause IV.E that the authorized facilities or the lease area cannot be safely occupied. Prior to revoking the lease under this clause, the authorized officer shall give the lessee 90 days written notice, provided that the authorized officer may prescribe a shorter notice period if justified by the public interest. The Forest Service shall then have the right to remove or relocate the lessee's authorized facilities, to require the lessee to remove or relocate them, or to purchase them. Removal or relocation by the Forest Service of the lessee's authorized facilities shall be accepted by the lessee in full satisfaction of all claims against the United States under this clause. If the Forest Service requires the lessee remove or relocate the authorized facilities or purchases them, the Forest Service shall be obligated to pay the lesser of (1) the cost of removal or relocation of the authorized facilities or (2) the value of the authorized facilities as determined by the Forest Service through an appraisal of their replacement cost, less an allowance for depreciation of all types. If that amount is fixed by agreement between the authorized officer and the lessee, that amount shall be accepted by the lessee in full satisfaction of all claims against the United States under this clause. If agreement is not reached, the authorized officer shall determine the amount to be paid, which shall be set forth in the revocation decision. A payment made pursuant to this clause is subject to the availability of appropriations. Nothing in this lease implies that Congress will appropriate funds to cover a deficiency

in appropriations.

**C. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this lease in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The lessee may request an on-site review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior 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.

**D. APPEALS AND REMEDIES.** Written decisions made by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this lease shall not give rise to any claim for damages by the lessee against the Forest Service, other than as provided in clause VII.B.

**E. TERMINATION.** This lease shall terminate when by its terms, a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. For example, this lease terminates upon expiration of the lease by its terms on a specified date. Termination of this lease, which includes the removal of all structures and improvements and restoration of the lease area, does not require notice, a decision document, or any environmental analysis or other documentation. Termination of this lease is not subject to administrative appeal and shall not give rise to any claim for damages by the lessee against the Forest Service.

**F. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW LEASE.**

Except as provided in clause VII.B, upon revocation of this lease or termination of this lease without issuance of a new lease, the authorized officer has the discretion to require the lessee to sell or remove all structures and improvements in the lease area, except those owned by the United States, within 90 days, unless otherwise agreed to in writing by the authorized officer, and to restore the site to the satisfaction of the authorized officer. Prior to conducting any removal or restoration activities, the lessee shall prepare a removal and restoration plan for the lease area, which must be approved in writing by the authorized officer. If the lessee fails to sell or remove all the structures or 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 lessee shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

**G. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.** Notwithstanding the termination or revocation of this lease, its terms shall remain in effect and shall be binding on the lessee and the lessee's personal representative, successors, and assignees until all the lessee's obligations and liabilities accruing before or as a result of termination or revocation of this lease have been satisfied.

**VIII. MISCELLANEOUS PROVISIONS**

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

**B. CURRENT ADDRESSES.** The Forest Service and the lessee shall keep each other informed of current mailing addresses, including those necessary for billing and payment of rent.

**C. SUPERSEDED AUTHORIZATION.** This lease supersedes a special use authorization designated: KENAI PENINSULA BOROUGH, SEW242, dated 10/25/2004.

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

**E. Archaeological-Paleontological Discoveries** (R10-X106). Items of historic, prehistoric, or paleontological value are protected under various Federal laws, including the Antiquities Act of 1906 (16 U.S.C. 433), the Archaeological Resource Protection Act of 1979 (16 U.S.C. 47033) as amended, and Federal regulations. If historic, prehistoric, or paleontological objects or sites are discovered during activities under this permit, the holder is responsible for assuring that those objects or sites are not disturbed during the course of the activities of the holder or the holder's clients. The holder must notify the Forest Service of such discovery at the earliest opportunity. Failure to comply with this clause may result in criminal prosecution of the holder for violation of a federal law or regulation.

**F. Invasive Species Prevention and Control** (R10-D105) The introduction of invasive, non-native plants, including noxious weeds and/or exotic plants, needs to be prevented and controlled on National Forest System lands according to the following:

1. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species identified in the Alaska Region publication "Selected Invasive Plants of Alaska" 2004, or any subsequent version issued during the tenure of this authorization.
2. When control or elimination of noxious weeds and/or exotic plants is determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. Such plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

**THIS LEASE IS ACCEPTED SUBJECT TO ALL ITS TERMS.**

**BEFORE THIS LEASE 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 LEASE.**

ACCEPTED:

---

NAME AND TITLE OF PERSON SIGNING ON  
BEHALF OF LESSEE, IF LESSEE IS AN ENTITY  
KENAI PENINSULA BOROUGH

DATE

APPROVED:

Jeff Schramm  
Forest Supervisor

---

National Forest  
USDA Forest Service

DATE

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**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**



**COOPER MOUNTAIN COMMUNICATIONS  
SITE MANAGEMENT PLAN**

**CHUGACH NATIONAL FOREST NATIONAL FOREST  
SEWARD RANGER DISTRICT RANGER DISTRICT  
ANCHORAGE, ALASKA**

Submitted By: \_\_\_\_\_ Date \_\_\_\_\_  
District Ranger

Approved By: \_\_\_\_\_ Date \_\_\_\_\_  
Forest Supervisor

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

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## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

### I. DEFINITIONS

Authorization. A Special Use Permit or Communications Use Permit (“Permit”) or Communications Use Lease (“lease”).

Authorization Holder. An individual, business, organization, or an agency that has been issued a Communications Use Lease or Special Use Permit which allows occupancy, use, rights, or privileges of National Forest System land.

Authorized Officer. The Forest Service employee with the delegated authority to issue authorizations and manage communications uses. The authorized officer is usually the District Ranger or Forest Supervisor of the unit on which the communications site is located.

Co-location. Installation of communications equipment in or on an existing communications facility or other structure.

Communications Site. An area of National Forest System lands approved for communications uses in the land management plan or separate National Environmental Policy Act decision document. A communications site may be limited to a single communications facility, but most often encompasses more than one. Each site is identified by name, usually denoting a local prominent landmark.

Facility. A building, tower, or other physical improvement (buildings and towers do not have to be combined to be considered a facility) that is built or installed to house and/or support authorized communications equipment.

Facility Manager. The holder of a Forest Service authorization who (1) owns a communications facility on National Forest System lands, (2) provides space in or on their facility to other communications users, but (3) does not own or operate their own communications equipment and they do not directly provide communications services to third parties. Persons or entities that manage a communications facility on National Forest System lands for a Facility Owner or a Facility Manager are not considered Facility Managers for purposes of this Communications Site Management Plan.

Facility Owner. The holder of a Forest Service authorization who (1) owns a communications facility on National Forest System lands, (2) may or may not be providing space or equipment to other communications users in or on their facility, and (3) owns and operates their own communications equipment in their facility.

Multiple-Use Facility. A communications facility that has multiple communications users operating in or on the facility.

Occupant. An individual or entity that is co-located in or on a facility.



## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

Ranally Metro Area. Geographic areas in the United States identified by Rand McNally in its Commercial Atlas and Marketing Guide that define population centers of 50,000 or more. There are approximately 450 Ranally Metro Areas (RMAs) in the United States.

Senior Use. A communications use that predates another communications use. The most senior use or uses form the basis for the communications site designation.

Single-Use Facility. A communications facility that only involves the communications use of the facility owner and has no occupant uses in or on the facility.

## II. NARRATIVE

### A. Site Description

The Cooper Mountain Communications Site is located on the Seward Ranger District, Chugach National Forest, Kenai Peninsula Borough, State of Alaska, in Section 5, T.4 N., R.3 W., Seward Meridian, at approximately Latitude 60° 24' 36" North, Longitude 149° 54' 66" West. The elevation at Cooper Mountain Communications Site is approximately 5,374 feet above mean sea level (msl). The area for development is approximately 1 acre in size. Cooper Mountain Communications Site is not road accessible.

This communications site does not serve a Ranally Metro Area (RMA). The population is currently less than 25,000 and is therefore a Zone 9. The population identified for this Zone is updated annually by the Forest Service, Washington Office, Director of Lands, and is used to determine the annual rental fee due the Forest Service.

The most senior use at this communications site is a microwave repeater and the communications site is designated as Low Power. This communications site was established with the preparation of an Environmental Assessment NEPA decision on 9/4/1985 that approved the communications site. The maximum power output for the Cooper Mountain Communications Site is based on the maximum output allowed for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90.

This Communications Site Management Plan supersedes the Cooper Mountain Electronic Site Plan approved April 21, 2004.

### B. Existing Site Development

The Cooper Mountain communication site was first developed in 1985 when the State of Alaska received a special use permit (SEW1011.07) to construct and operate electronic equipment and antenna support structure. The requested and approved uses included communications for the Alaska State Troopers, Emergency Medical Services, and Department of Transportation and Public Services. Microwave was used on the site to interconnect this site with the State of Alaska existing microwave system.

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

Since the original permit was issued, several other users have constructed facilities on the site. These additional users were identified during a site inspection conducted in July 2002 and identified as Kenai Peninsula Borough, Alaska Communication Systems (ACS) and Chugach Electric Association (CEA). Kenai Peninsula Borough has an 8' x 12' building with an antenna mounted on the roof. ACS has two directional cellular antennas on 5" OD galvanized supports on PCC footings reinforced with block. CEA has a 10' x 20' building on a concrete foundation which houses radio equipment and a propane generator. CEA also has an 8' x 8' ATCO building that houses batteries and power supply for Copper Mountain Communications Site. ACS sold their facility to Alaska Wireless Network (AWN) in 2017. They have since changed their name to AWN Tower Company and are currently known as Vertical Bridge S3 Assets, LLC.

Each facility owner/facility manager, with the exception of the Kenai Peninsula Borough, has a 20-year communications site lease with the Forest Service. Efforts are underway to get the Kenai Peninsula Borough in compliance with a lease.

See Appendix B for a current list of authorized facilities.

### **C. Objectives**

The primary objectives of the Cooper Mountain Communications Site Management Plan are to:

1. Document site management policy, procedures and standards, which are not already specified in the authorization(s).
2. Manage for low power communications uses only. The maximum power output expressed as Effective Radiated Power (ERP) is typically based on height above average terrain (HAAT) to set the maximum radiated power levels allowed for two-way radio under the Federal Communications Commission's (FCC) rules at Title 47, Code of Federal Regulations, Part 90. As of the 2003 regulation, Part 90 levels are limited to 500 watts ERP. Each use must operate at or below the power level authorized by their respective FCC license as long as it does not exceed the communications site limitation of 500 watts ERP. Cellular Mobile Data Service is exempt from this site ERP limitation as long as the use does not exceed the ERP limitations as described in the applicable FCC regulations at Title 47, Code of Federal Regulations, Part 22, Subpart H or Part 27, Subpart C. In addition, point to point microwave (FCC Part 101) is exempt from this site ERP limitation as long as non-occupational human radiation exposure levels do not exceed limits set by FCC regulation. Continuously transmitting uses (other than FCC Part 101) shall be limited to 500 watts ERP.
3. All uses must be designed, operated and maintained so as not to

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

physically or electronically interfere with the senior uses. If new uses deteriorate the receiving/transmitting operation of existing uses, the new uses shall be required to institute at their expense: additional studies, equipment upgrades, frequency isolation, or physically separate themselves from the existing uses.

4. Help fulfill the public need for adequate communication services.
5. Protect the interests of authorization holders and site users by preserving a safe and an electronically "clean" environment.
6. Encourage the efficient development and use of space and facilities within the approved communications site, subject to the Forest Service goal to provide the best possible public service at a reasonable cost.
7. Maintain visual resource objectives by requiring design standards that are unobtrusive and by using earth tone colors and non-reflective surface material consistent with the direction in the applicable land management plan.
8. Amend this Communications Site Management Plan as necessary to be consistent with future land management plans. The Forest Service will provide authorization holders with proposed amendments to this Communications Site Management Plan and will allow a reasonable period of time for the authorization holders to review and comment on the proposed changes. Authorization holders are responsible for coordinating the requirements of this Communications Site Management Plan with occupants in or on their communications facilities.

### III. AUTHORITY AND JURISDICTION

#### **A. Authority**

Forest Service authority to authorize and manage communications uses on National Forest System (NFS) lands derives from section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5) and Title 36, Code of Federal Regulations (CFR), part 251, subpart B (36 CFR 251, subpart B); Forest Service Manual (FSM) 2700; and Forest Service Handbook (FSH) 2709.11, Chapter 90.

#### **B. Jurisdiction**

The Forest Service has jurisdiction over the occupancy and use of NFS lands for communications purposes under the National Forest Management Act (NFMA) of 1976 (16 U.S.C. 1600 et seq.); the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 et seq.), and Title 36, Code of Federal Regulations, part 251, Subpart B (36 CFR part 251, subpart B).

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

The Federal Communications Commission (FCC) has jurisdiction over the use of non-Federal channels of radio and television transmission under licenses granted by the FCC. The National Telecommunications and Information Administration (NTIA) has jurisdiction over the use of Federal channels of radio transmission under authorizations granted by the NTIA.

The issuance of an FCC license or NTIA authorization does not authorize the occupancy and use of NFS lands. A Forest Service special use authorization is required for the occupancy and use of NFS lands for communications purposes.

The Forest Service has jurisdiction over resolution of conflicts associated with the occupancy and use of NFS lands, such as those involving location and re-radiation. The FCC and NTIA are not responsible for resolving conflicts associated with the occupancy and use of NFS lands or the resolution of other conflicts when entities are operating within the limits of their FCC license or NTIA authorization. However, the FCC or the NTIA may be useful in assisting in the resolution of interference problems or other frequency conflicts.

### IV. RIGHTS AND RESPONSIBILITIES

#### **A. The Forest Service**

The Forest Service retains the responsibility for issuing and amending authorizations. The issuance of an FCC license, or frequency assignment, does not authorize occupancy and use of NFS lands. Granting occupancy and use of NFS lands rests exclusively with the Forest Service. This includes:

1. Amending or modifying this Communications Site Management Plan as deemed appropriate.
2. Approving new facilities and ancillary improvements.
3. Approving an assignment of a Communications Use Lease.
4. Providing authorization holders with 5 business days to review new proposed frequencies and an opportunity to comment. A completed form FS-2700-10 Technical Data Sheet must be sent with the notice to allow for comment of potential interference.
5. Determining whether or not a proposed use is consistent with this Communications Site Management Plan and compatible with existing uses.

#### **B. Authorization Holders Are Responsible for:**

1. Complying with the terms and conditions of their authorization and this Communications Site Management Plan.

**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

2. Ensuring that all new facilities, expansions, or improvements are consistent with the Chugach National Forest National Forest Land Management Plan, environmental documentation and decisions affecting the use of this site, and the provisions of this Communications Site Management Plan.
3. Submitting to the Forest Service a completed form FS-2700-10, Technical Data Sheet, for any new frequencies proposed in or on their facility.
4. Providing building and tower space to occupants without written approval from the Forest Service, as long as that occupant use is determined to be consistent with the management objectives of this Communications Site Management Plan and does not interfere with other existing uses at the communications site. Form FS-2700-10, Technical Data Sheet, must be completed by prospective occupants seeking to co-locate in or on an existing communications facility and submitted by the authorization holder to the Forest Service for coordination with other site users. If there is a reply to the request for comments that suggests that there may be physical interference, electronic incompatibility, or potential radio frequency interference to existing uses, the authorization holder must address those concerns with a sufficiently detailed response that the existing user will withdraw its objections to the new use, or special terms and conditions must be created to address those concerns.
5. Not placing any unreasonable restrictions on potential or existing occupants.
6. Ensuring that facilities and equipment not complying with Federal, State, and local laws, regulations, and ordinances will be removed or modified within one year of approval of this Communications Site Management Plan. Modifications may require prior approval of the authorized officer.
7. Keeping all improvements within the established limits of the authorization. The authorization holder may not, for itself or for an occupant, authorize construction of any equipment shelter (e.g., building, cabinets, etc.), tower, or other ancillary improvement or manipulate the site or vegetation in any way.
8. Providing to the authorized officer, the name, address, and telephone number of a local contact. The authorization holder and the local contact person may be the same individual. The local contact must be available for emergencies and must have the authority to make decisions about construction issues, facility maintenance, and all equipment in or on the facility.
9. Notifying the authorized officer as soon as practicable, but no later than 24-hours, after the following incidents occur on NFS lands covered by their authorization:
  - a. An incident resulting in death, permanent disability, or personal injuries that are life-threatening or that are likely to cause permanent disability;

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

- b. A structural, mechanical, or electrical malfunction or failure of a component of a facility or any operational actions that impair the function or operation of such a facility in a way that could affect public safety;
- c. Any incident that has high potential for serious personal injury or death or significant property, environmental, or other natural resource damage, including, landslides, flooding, fire, structural failures, and release of hazardous materials.

The authorization holder must promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition that causes or threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment.

The authorization holder must notify the authorized officer of any such incident by calling the Chugach Dispatch Office [Akcgfc@firenet.gov](mailto:Akcgfc@firenet.gov) (907) 743-9433 and provide detailed information, including when, where, and how the incident occurred and who was present or affected by the incident. In addition, a point of contact must be provided in the incident report.

- 10. Ensuring that all communications facilities and equipment are properly installed, operated, and maintained in accordance with industry standards such as Motorola R-56. These standards may be waived by the Forest Service authorized officer when recommended by a Site Association or similar technical committee or upon request of an authorization holder when equivalent measures would achieve similar results.
- 11. Treating and controlling noxious weeds on and immediately adjacent to their authorized area, and access and parking areas. Treatment requirements and standards must follow applicable regulations. Standards and application procedures may be obtained from the authorized officer.
- 12. Notifying the authorized officer of any hazard trees and obtaining Forest Service approval prior to felling.
- 13. Providing to the authorized officer (c/o National Billing Team) by October 15 of each year, a completed form FS-2700-10a Facility Owner and Occupant Inventory of Communications Uses, listing their type(s) of communications uses they provide and the business names of all occupants and their type(s) of communications uses in or on the facility on September 30 of that year.

### **C. Occupants**

May co-locate in or on an existing facility after the Forest Service has determined that the proposed use is (1) consistent with the management objectives for this communications

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

site and (2) compatible with existing uses (see section IV. B.). Occupants who co-locate in or on a Forest Service administratively controlled facility must obtain a special use permit from the authorized officer.

### V. USE OF THE COMMUNICATIONS SITE

#### A. Multiple-Use Facilities

Co-location, when practical, shall be required. Proponents for new facilities will take the lead in this area and must design their proposals to accommodate multiple uses of facilities and ancillary improvements. This includes the multiple use of buildings, towers, solar generating systems, back-up generators, grounding systems, fuel containers, access ways, and parking areas.

New facilities or major modifications to existing facilities must be designed to accommodate additional users even if other users are, or could be, competitors.

Authorization holders are not required to provide facility space to others if they can demonstrate to the authorized officer that:

1. Space is not available; or
2. The use is incompatible with the existing communications uses at the communications site; or
3. Additional space is needed by the authorization holder; or
4. Additional users would compromise security of the facility or communications systems located in that facility.

### VI. RENTAL FEES

The Forest Service will charge all authorization holders and occupants in or on a Forest Service administratively controlled facility, an annual rental fee based on the current year fee schedule for communications uses posted at <https://www.fs.usda.gov/managing-land/special-uses/communications-uses>. Rent shall be adjusted annually using the Consumer Price Index for All Urban Consumers, and the population figures are adjusted annually based on the 2010 Rand McNally Commercial Atlas and Marking Guide (for RMAs) or the Rand McNally Road Atlas for non-RMA communities.

Fees that authorization holders may charge occupants must be:

1. Reasonable and commensurate with the occupancy and use of the facilities and services provided to the occupant; and
2. Consistent with other fees charged for similar facilities.

**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN****VII. CONDITIONS FOR NEW CONSTRUCTION AND MODIFICATION OR EXPANSION OF A FACILITY****A. New Construction, Modification, and Expansion Responsibilities**

Construction space at the communications site is limited and additional facilities may not be authorized. If new facilities are proposed, or if existing facilities need modification, the following guidelines will apply.

In addition to the responsibilities listed in Section IV, proponents and authorization holders seeking to construct a new facility or modify or expand an existing facility are responsible for:

1. Submitting a complete proposal or application to the authorized officer prior to any new construction, modification, or expansion of a facility. The proposal or application must include:
  - a. A copy of the approved site plan base map showing all the proposed new, modified, or expanded facilities, including structures, towers, and auxiliary equipment;
  - b. Completed drawings or plans prepared by a professional engineer or architect currently licensed in the State of the project location;
  - c. Identification of any proposed point-to-point microwave paths, a plot of their azimuth, and their proposed elevation on the tower; and
  - d. Documentation showing that the proposed facilities or proposed modification to an existing facility, will not obstruct or interfere with any existing uses, including fixed point-to-point antennas, omni-directional radiating antennas, or point-to-point microwave paths.
2. Demonstrating that the proposed facility or proposed modification to an existing facility, will make the most efficient use of the limited amount of space at the communications site and will provide for future uses without additional construction.
3. Providing engineering and geotechnical investigations for development of specific foundation designs and grading plans.
4. Providing an erosion control plan prior to construction. At a minimum, the erosion control plan must include sediment control; stipulations that cut and fill slopes will be graded and contoured to prevent erosion and excessive runoff, and recommendations for temporary erosion control measures, such as netting, silt fences, swales, sediment collection areas, and so forth.



**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

5. Coordinating with other Federal and local governments and securing all pertinent permits and approvals from those agencies.

**B. Construction Methods and Resource Protection**

Plans submitted by a proponent or an authorization holder for construction, modification, or expansion of a facility must provide for soil rehabilitation measures, including soil replacement and stabilization and proper handling of runoff from buildings, parking areas, access roads, and undeveloped common areas. The authorized officer must approve all cutting or trimming of vegetation necessary to accommodate new construction.

During construction, modification, or expansion of facilities, authorization holders must, at a minimum:

1. Identify, avoid, and protect sensitive resource areas as directed by the Forest Service.
2. Comply with the erosion control plan.
3. Notify the authorized officer prior to commencing any approved ground-disturbing activities.
4. During construction and/or maintenance, paintbrushes will not be cleaned off on rocks. No marks of any kind, including survey marks, are permitted on rocks.
5. Minimize, to the greatest extent possible, ground disturbance and vegetation removal.
6. Re-vegetate extensive cut and fill slopes with native vegetation as soon as possible after construction. All re-vegetation must have prior written approval of the authorized officer.
7. Not cast off grading material. Excess soil can be used as fill material for roads, buildings and towers or disposed of at an approved off-site facility.
8. Obtain prior written approval from the authorized officer for temporary, on-site storage of construction materials.
9. Not leave hazardous materials, including fuels, oils, and lubricants unattended at the communications site at any time. Hazardous materials must be removed from the communications site at the end of each workday or temporarily stored inside a locked and posted building until the following workday. Construction materials and supplies other than hazardous materials may be left unattended at the construction site at the end of each workday at the owner's risk.

## **COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

10. Remove surplus construction materials and waste debris from the NFS lands no later than 30 days after construction has been completed.
11. Prevent the spread of noxious weeds into the area, by power washing any earth-moving or heavy equipment, such as dozers, graders, cranes, backhoes, and so forth, before it is brought onto NFS lands.

### **C. Construction Inspection**

1. All new construction, modification, and expansion of facilities must conform to established technical standards and accepted engineering practices, such as the International Building Code (IBC), Occupational Safety & Health Administration (OSHA), National Fire Protection Association (NFPA), National Electrical Code (NEC), Electronic Industries Alliance/Telecommunication Industries Association (EIA/TIA) codes and standards, and state regulations.
2. Any construction inspections required by other agencies are the responsibility of the authorization holder. Copies of completed inspections must be provided to the authorized officer, either as they occur or as part of the final as-built plan. Inspection information will become a permanent part of the Forest Service's file.
3. Corrective work required as a result of Forest Service or other agency inspections must be completed by the date specified in the inspection report to the satisfaction of the inspecting official.
4. A final set of as-built plans must be submitted to the authorized officer within 90 days of acceptance of a structure (if the construction was contracted) or of its completion date (if the construction was not contracted).

### **D. New or Remodeled or Expanded Buildings**

1. Any new buildings must be designed to accommodate multiple users and must be consistent with a site-specific environmental analysis conducted at the time of the proposal.
2. Building height will be restricted to a single story unless specifically authorized for two stories or with a snow vestibule. The roof must be non-reflective metal, concrete, corrosion resistant metal (if painted to eliminate shiny surfaces), or other non-reflective fire-resistant material approved by the Forest Service. Roofs can be equipped with antenna support structures, such as poles and railings that can extend up to 25 feet above ground level.
3. Facility owners are encouraged to construct the interior of their buildings in a modular fashion, so that they can:

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

- a. Provide space to others;
  - b. Provide occupants with internal separation and security;
  - c. Reduce physical interference; and
  - d. Increase management effectiveness.
4. The following materials are approved for construction of new buildings:
- a. Floors: Concrete slab with drainage or as part of a non-flammable pre-fabricated structure.
  - b. Walls: Concrete block, metal, or pre-fabricated fiberglass, aggregate, or stick frame with fire resistant covering.
  - c. Roofs: Concrete, corrosion resistant metal (if painted to eliminate shiny surfaces), or other fireproof material approved by the authorized officer. Proposals for wooden roofs will not be approved.
  - d. Partitions: Fire resistant material, such as reinforced concrete block, framed walls with studs and sheetrock, or properly grounded chain link cages.
  - e. Color: Color used on all exterior building surfaces must have prior written approval of the authorized officer. The goal of color selection is to make buildings as inconspicuous as possible when viewed from a distance. The intent is to reduce or eliminate glare from reflective and/or illuminated surfaces such as windowpanes, sheeting, and reflective paints. Non-reflective, Forest Service approved dark gray to green or brown colors must be used on equipment buildings.
  - f. Building entry lights must:
    - i. Only light the immediate area in the vicinity of the door;
    - ii. Be motion-activated and have a limited time duration of 3 to 5 minutes; and
    - iii. Have a shielded beam that is pointed at the building door.

Requests for all-night (dusk-to-dawn) lighting or entry lighting that would be visible from outside the communications site will not be approved.

### **E. New or Remodeled/Expanded Towers**

1. All construction, modification, and expansion of towers must have the prior written approval of the authorized officer.

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

2. It is the applicant or authorization holder's responsibility to ensure that new, modified, or expanded towers will not unduly interfere electronically or physically with any existing equipment at the communications site. Towers must be spaced to prevent ground level radiation and interference problems. Compliance with these requirements must be demonstrated in writing to the authorized officer prior to issuance of an authorization or amendment to an authorization.
3. All new towers must comply with current structural and safety specifications and design standards, including safety-climbing devices. Towers will be as narrow and "open" as safety and structural integrity allow. Design new towers using maximum wind, snow, and tower loading anticipated for the communications site.
4. Existing tower height limitation is 50 foot, any new tower heights must be approved through a separate National Environmental Policy (NEPA) decision, and this plan would be amended. All new towers will be self-supporting unless specifically authorized.
5. To avoid possible impacts to birds or bats, structures under this section must comply with the most current version of the U.S. Fish & Wildlife Service's Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning.
6. All towers will be left unpainted if they are made of dull, galvanized steel. Paint is required only if the tower has a shiny or reflective surface. Non-reflective, Forest Service-approved dark gray to green colors will be used unless the Federal Aviation Administration (FAA) requires red and white tower striping.
7. No lights, beacons, signs, or strobes will be allowed on new towers unless specifically required by the FCC/FAA.

### VIII. GENERAL OPERATION AND MAINTENANCE

#### A. Special Environmental and/or Biological Considerations

- Aircraft will maintain a minimum landing distance of one-half mile from all observed mountain goats or Dall sheep.
- Aircraft will maintain a 1,500-foot minimum vertical distance from all observed mountain goats or Dall sheep.
- Aircraft flight paths will avoid ridge tops as much as possible.
- Aircraft approach to and departure from the communication site shall be from and to the north to avoid mountain goat or Dall sheep wintering, kidding, and lambing habitat during the period October 1 to June 15.

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

If additional issues arise in the future, this Communications Site Management Plan will be amended in accordance with the applicable decision or direction.

### **B. Wiring and Grounding**

1. All equipment must be installed in metal cabinets or open frame equipment racks that are grounded. Grounding is to be installed following manufacturer's recommendations and accepted industry standards.
2. All building electrical wiring and grounding must meet the NEC and applicable state and local codes. All permanent wiring must be installed in metallic conduit and must include a separate safety ground conductor. Electrical metallic tubing (EMT) raceway in and of itself will not be used as a ground return. Exception: If galvanized rigid conduit (GRC) is employed, it must be acceptable for use as a ground return.
3. Every effort will be made to protect the equipment from lightning damage. Use lightning protectors on all coaxial cable connections to equipment enclosures. Use inert gas gap or metal oxide varistor (MOV), silicon avalanche diode (SAD), or transient voltage surge suppressor (TVSS) on all control, audio, and power lines. Failsafe modes will be employed in the TVSS to protect wiring and shelter from fire damage. All TVSS equipment must be UL1449 listed or approved.
4. All new building or tower structures must have its own separate station ground mat system for all users in that site and be solidly bonded such as exothermic weld, not brazing, to the electrical service entrance grounding conductor or grounding electrode. With any new grounding systems that are buried, interconnection of individual station ground mats or the simultaneous placement of large sized copper ground wire, must be encouraged, wherever practical.
5. Grounding will be installed in accordance with accepted practices and standards, such as but not limited to, Motorola, Inc. "Standards and Guidelines for Communications Sites R-56 Issue B", and NEC Articles 250, 810, and 820. Ground enhancement materials using bentonite clay is currently the only approved method for chemical grounding. Other types of chemical grounding will require completion of environmental analysis prior to approval by the authorized officer.

### **C. Communications Equipment**

1. Equipment Ownership

All equipment shall be labeled with:

**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

- a. The owner's name;
  - b. Applicable transmitter frequencies;
  - c. The applicable FCC license or NTIA authorization;
  - d. Transmitting power outputs; and
  - e. A current 24-hour telephone contact number.
2. Transmitting Equipment

All transmitters shall have protective devices built into them or externally installed to prevent interference with other uses. All transmitters shall meet FCC/NTIA requirements and be FCC type accepted for use in the licensed (or license exempt) application.

The re-radiation of intercepted signals from any unprotected transmitter and its associated antenna system shall be prevented by using appropriate filters, typically bandpass filters, circulators (isolators), and/or 2<sup>nd</sup> harmonic filters.

The direct radiation of out-of-band emissions (noise or spurious harmonics) shall be reduced to a level such that it may not be identified as a source of interference as defined in Title 47 of the FCC Telecommunication regulations. If site noise (electromagnetic noise) becomes an issue, noise threshold limits will be established, and amended into this Communications Site Management Plan.

All transmitters not in immediate use and not specifically designated as standby equipment will be removed. Loads connected to circulators shall be capable of dissipating the total power output of the transmitter.

Where duplexing is used, a notch-type filter device by itself shall be avoided. In situations where a notch-type device is used, a bandpass filter shall be used on both the receiver and transmitter. Transmitter multi-channel hybrid combining equipment should be avoided unless additional protection is provided to ensure hybrid balance and minimize the chance for intermodulation products being produced. A post combining bandpass or lowpass filter is required after the basic hybrid combiner to block undesired 2<sup>nd</sup> harmonics from being radiated.

3. Receiving Equipment

A bandpass device, such as a cavity or crystal filter, is recommended at the input of all receiving devices. Cavity filters or other protective devices may be used at receiver inputs to reduce interference.

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Where duplexing is used, a notch-type device should be avoided. In situations where a notch-type device is used, a bandpass filter shall be used on both the receiver and transmitter.

**4. Antennas**

- a. Microwave (dish) antennas and other than ground-mounted satellite dishes must not exceed 20 foot in diameter to meet path performance and reliability criteria.
- b. All antennas must meet all OSHA safety standards. All facilities must operate in accordance with the Federal Communications Commission (FCC) radio frequency exposure regulations. Facilities discovered to allow exposure in excess of applicable public or occupational limits will be remediated within 24 hours to bring it into compliance. Ground measurements of Radio Frequency Radiation (RFR) levels will be taken before mitigation measures are implemented. All radiating antenna must be located on a tower or other structure at a height which does not violate on-the ground RFR levels that exceed appropriate FCC standards. This includes antenna mounted on structures used by occupants or the public. These situations include but are not limited to lookout towers, railings on buildings, walls, and roofs.
- c. Colors for dish antennas or covers must be pre-approved by the authorized officer. White dish antennas and covers will not be approved. Existing white dishes and covers must be painted or replaced as repairs or replacement become necessary.
- d. Antennas must be treated to reduce or eliminate reflected glare.

**5. Interference**

The responsibility for correcting interference problems lies with the authorization holder, the user causing the interference, and the affected parties. Generally, the first users at a site have seniority with respect to resolution of interference complaints. Senior users have an obligation to maintain their equipment to current industry standards, to operate their systems in accordance with the terms of their FCC license or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and to comply with the terms and conditions of their Forest Service authorization. New users at a site must correct, at their expense, interference problems they create. If it can be demonstrated that the senior user's equipment is at fault because of poor technical performance (does not meet, for instance, current Association of Public-Safety Communications Officials (APCO) or EIA/TIA technical standards for receiver performance), it will be necessary for the senior user to

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

bring the poor performing receiving equipment up to current standards. The new user, in any event, must cease operation of the suspect equipment until the problem is corrected, or as in the case of a poorly performing senior user receiver, the senior user must formulate an action plan, which is acceptable to all parties, for correcting the deficiency as soon as possible. If interference problems cannot be resolved or corrected within a reasonable time, the new use that is causing the interference will be terminated and the equipment removed.

All users must cooperate with the Forest Service in the identification and correction of any interference. The Forest Service does not have any responsibility for correcting interference problems but can act as a mediator to help all affected parties. Interference problems, whether theoretical, calculated, or measured (before and after licenses are granted) should be coordinated and resolved with the FCC or NTIA, as appropriate.

Interference with public safety, critical infrastructure, and any other emergency communications use must be corrected immediately. Operation of equipment covered by this Communications Site Management Plan must not interfere with any federal government radio or electronic operations already in existence on NFS lands within two miles of the Cooper Mountain Communications Site. The user causing this interference must, at their own expense, take all actions necessary to prevent or eliminate the interference within ten (10) days after receipt of notice from the authorized officer.

If electromagnetic noise becomes an issue, noise thresholds must be established and incorporated as an amendment to this Communications Site Management Plan. The cost of such analysis is the responsibility of the authorization holders.

### **D. Cables and Transmission Lines**

All new outdoor cabling must be jacketed and 100 percent shielded and shall either be flexible or semi-rigid. Cables will be properly installed, strapped, and fastened down. Cable runs should be consistent with applicable engineering standards when attaching cables onto a tower.

All transmission lines (including wave guide) must be supported following manufacturer's specifications. Unjacketed transmission lines or unjacketed cables of any type are prohibited. No transmission lines will be left unterminated. Lightning protection down conductors on towers must be insulated from the tower steel and considered no different than transmission lines. Bonding of this down conductor to tower steel must be done with NEC approved connectors that are also galvanically compatible (bronzed or tin plated) with the structural galvanized steel of the tower.



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Double-shielded braided (98 percent or better) or solid-shielded cable must be used inside of buildings. No non-double-shielded RG-8 or RG-58 type class of cable will be allowed. No connector-type adapters will be used on transmitter lines. Only correct connectors that will mate to connected devices may be used. All category 5 and above cable types, or ethernet cabling in general, that is used in the outdoor environment must provide a foil type shield and/or wire braid type shield and may additionally be placed in a metallic conduit or equivalent for environmental protection. The cable must be terminated using connectors appropriate for this shielded cable type.

Conduits must be shared, as allowed for under the NEC, when they service common areas and will be buried where possible.

Existing cables and transmission lines that do not meet the above requirements must be upgraded as repairs or replacement become necessary.

### **E. Radio Frequency Radiation**

All communications uses must meet FCC, NTIA, and OSHA regulations, policy, guidelines, and standards concerning radiation limitations.

Radio frequency radiation (RFR) warning or alerting signs shall be used to provide information on the presence of RF radiation or to control exposure to RF radiation within a given area. Standard radiofrequency hazard warning signs are commercially available from several vendors. Appropriate signs should incorporate the format recommended by the Institute for Electrical and Electronics Engineers (IEEE) and as specified in the IEEE standard: IEEE Std C95.2-1999 (Web address: <http://www.ieee.org>). Guidance concerning the placement of signs can be found in the IEEE Standard: IEEE Std C95.7-2005 (available for free through the IEEE Get Program). When signs are used, meaningful information should be placed on the sign advising affected persons of: (1) the nature of the potential hazard (e.g., high RFR fields), (2) how to avoid the potential hazard, and (3) whom to contact for additional information. In some cases, it may be appropriate to also provide instructions to direct individuals as to how to work safely in the RF environment of concern. Locate signs prominently in areas that will be readily seen by those persons who may have access to an area where high RF fields are present.

All antenna radiation zones must meet OSHA safety standards. If an antenna radiation zone is operating in excess of FCC public or occupational standards, steps will be taken, within 24 hours to bring the zone into compliance such as fencing, posting of signs, relocation, or lowering of power levels. Ground measurements of RFR levels will be taken before mitigation measures are implemented. It is required that each authorization, in accordance with FCC regulations 47 CFR sections 1.1307(b), 1.1310 and 2.1093, properly monitor Maximum Permissible Exposure (MPE) to electromagnetic fields for their facility.

Monitoring radiation levels at the communications site is the responsibility of all site users and must occur at intervals to comply with FCC regulations and guidelines. A copy

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

of any monitoring report must be provided to the authorized officer within 30-days of its completion.

Security fences with RFR notice signs are required around areas that exceed public use levels. All fencing location and designs require prior approval by the authorized officer.

Any identified RFR problems that are, or could be, a public health hazard must be corrected within 24 hours after measurement tests have been completed or be removed from the communications site by the site user(s). If the proposed corrective action involves any new ground disturbance, it must be pre-approved by the Forest Service.

### **F. Utilities**

Site users must pay for the cost to install and maintain utilities, including any resource surveys and reports needed for environmental compliance. For visual reasons, new overhead utility poles may not be authorized.

#### 1. Commercial Electrical Power

Commercial power is provided by Chugach Electric Association. The distribution line and portions of the service drops are buried or on the ground and have a limited or no capacity to serve additional facilities.

#### 2. Telephone Service

Commercial telephone lines do not service this communications site.

#### 3. Fiber

Fiber optic lines do not service this communications site.

#### 4. Fuel Storage

Fuel storage facilities on this site must be designed, installed and maintained according to NFPA standards, federal, state and local laws and ordinances. All fuel storage tanks must be grounded to the station ground mat.

Due to the hazardous nature of oil products (e.g., diesel fuel, gasoline or oil), storage and containment of these products is regulated by the Environmental Protection Agency and the Spill Prevention, Control and Countermeasure standards. These rules require containment of hazardous materials so that they do not contaminate surrounding areas or waterways.

If additional service is ever deemed necessary, a separate authorization will be issued to the owner of the service following the appropriate level of environmental analysis and decision in compliance with NEPA. The applicant must pay the cost of necessary resource surveys, reports and construction costs including appropriate mitigation.

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

### **G. Sanitary Facilities**

No sanitation facilities exist at this site. If needed, any new sanitary facilities must be approved by the authorized officer. If it is determined by the authorized officer that the user needs such facilities, they will be provided by the authorization holder in a manner and location satisfactory to the authorized officer and the requirements of the local health department.

### **H. Security and Law Enforcement**

The Alaska State Troopers are the principal law enforcement agencies for the area in which the Cooper Mountain Communications Site is located. In general, the Highway State Troopers are responsible for civil and criminal law enforcement. The Forest Service is responsible for enforcing Federal laws applicable to NFS lands, such as resource protection. Patrol and policing for security purposes is the responsibility of the authorization holders.

None of the facilities at Cooper Mountain Communications Site are fenced. If fencing is deemed necessary for security purposes at the communications site, it must meet the following criteria:

1. All fences must meet health and safety requirements.
2. All fence locations and designs require Forest Service pre-approval.
3. The standard fencing type will be chain-link (i.e. cyclone).
4. The standard fence height will be eight (8) feet.
5. Fencing will be designed, maintained, and of a type to minimize interference issues. All fencing materials must be hot-dip galvanized coated to minimize corrosion and dissimilar metal contacts.
6. Fencing must be grounded to the station ground mat at regular intervals not to exceed 20 feet. The purpose of this requirement is to lower its conductivity to RF signals and shunt those RF signals to the ground and prevent re-radiation.
7. Fences will be signed with RFR notices as required in Section VIII., E. Radio Frequency Radiation above.

Facilities must be posted with 24-hour contact phone number(s) on the facility or on the main door(s) or gate(s) into the facility.

### **I. Site Maintenance**

## **COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

The objectives of site maintenance are to present a clean, neat, and orderly appearance at the communications site and to have all the authorized improvements at the communications site be safe for workers and the public. All users are responsible for maintaining the overall appearance of the communications site.

Miscellaneous debris remaining after any construction, installation, removal or modification of equipment is not only a hazard but can cause interference or intermodulation problems. All loose debris must be removed from the communications site within 30 days after completing construction, reconstruction, or other activities. In particular, all loose wire or metal objects must be removed from the communications site.

Site users must remove graffiti within thirty (30) working days of finding it. If graffiti is on natural features, such as rocks and trees, site users will remove graffiti using a method approved by the authorized officer.

Site users may not leave or dispose of trash, garbage, or cut brush on NFS lands. No trash or litter containers are allowed outside. Site users must remove all trash and litter from NFS lands as it is produced. Policing of litter in common areas, such as areas between buildings and developed areas, is the shared responsibility of all site users.

Peeling paint on buildings and towers must be re-painted within thirty (30) days of discovery or as soon as possible as allowed by weather conditions.

### **J. Inspections**

Unless waived in writing by the authorized officer, the authorization holder must have a certified inspection conducted annually of the facilities and equipment covered by the authorization. The inspection must include a technical review that ensures all equipment is operating in accordance with requirements of this Communications Site Management Plan, the applicable FCC license or NTIA authorization, ANSI standards, and the manufacturer's specifications. In addition, the inspection must ensure that the equipment is secure, free of rust, properly grounded, and otherwise properly operated and maintained. A copy of the inspection report, certified by a communications specialist, must be provided to the authorized officer within 30 days of completion of the inspection.

The Forest Service may also conduct periodic reviews to monitor for compliance with the authorization.

### **K. Fire Prevention and Hazard Reduction Requirements**

Authorization holders will be required to control vegetation within the fenced or immediate area around their facilities. Gravel/mineral soil i.e., bare ground or mowed vegetation must be maintained to a minimum of thirty (10) feet clearance around buildings and fuel tanks. Identified threatened, endangered, or sensitive plant species must remain within the minimum clearance areas.

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Smoking is prohibited in flammable vegetation areas.

Roof structures must be kept reasonably clear of debris at all times.

No explosives will be stored at this communications site. Flammable materials must be stored in conformance with the requirements of local fire regulations. Flammables will be placed in closed containers and stored away from sources of ignition and combustible materials. If flammables are stored within a building, the building will be locked, properly signed and well ventilated.

Approved spark arresters will be required and maintained on all internal combustion engines.

At least one (1) UL rated 20 lb. A:B:C dry chemical fire extinguisher must be available when personnel are on site. Fire extinguishers will be maintained according to manufacturers' recommendations and NFPA standards.

Any fire will be immediately reported to 911.

Forest Service personnel may make periodic fire prevention inspections. They will call to the authorization holder's attention any lack of compliance with the above requirements, plus any other existing hazards. Compliance with these inspections is required within the time limits specified in the inspection report.

All fire protection standards must be accomplished by the beginning of fire season unless otherwise agreed to, and then maintained throughout the fire season.

For new construction, the Forest Service may provide the authorization holder with a separate Construction Fire Plan. State and local laws and regulations must be followed for any fuel tank installation.

### **L. Access**

#### 1. Road

The Cooper Mountain Communications Site is accessible by helicopter only and is located approximately 54 miles south of Anchorage International Airport

### **M. Unmanned Aerial Systems**

Unmanned Aerial Systems (UAS) or drone operations are approved at the Cooper Mountain Communications Site provided that:

## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

1. The authorization holder contacts the Chugach National Forest National Forest and submits a completed *UAS Flight Request* (see **Appendix E**);
2. The flight is conducted by a holder of a Special Use Authorization for a facility at the communications site or is an assignee, agent, employee, or contractor of an authorization holder or an occupant of the authorization holder;
3. The UAS operator holds a current FAA Part 107 remote pilot certificate;
4. The UAS aircraft is registered;
5. A Notice to Proceed issued by the Forest Service must be received in writing and may be in the form of either e-mail or signed letter. The UAS operator must have this written documentation with them while conducting UAS operations.; and
6. The UAS operator must contact the Chugach Dispatch Office [Akcgfc@firenet.gov](mailto:Akcgfc@firenet.gov) (907) 743-9433 48-hours in advance to file the flight plan, and the morning of the flight to confirm forest conditions are suitable for flight operations.

### IX. SITE ASSOCIATION AND ADVISORY GROUP

A Site Association may be desirable in the future at the Cooper Mountain Communications Site. The objective of a sanctioned Site Association would be to maximize the effective use of the communications site and to represent all site users as a group when dealing with the Forest Service on matters relating to the overall management of the communications site. If formed, leadership would need to come from one of the site users and all authorization holders would be encouraged to join the association. The goal of the Site Association would be to:

1. Coordinate access, and perform maintenance and upkeep of the helicopter landing pad and area.
2. Ensure cooperation between users for on-tower access.
3. Identify a Safety Officer within the Site Association.
4. Develop a Radio Frequency Radiation Plan/Agreement and recommend measures to reduce interference issues.

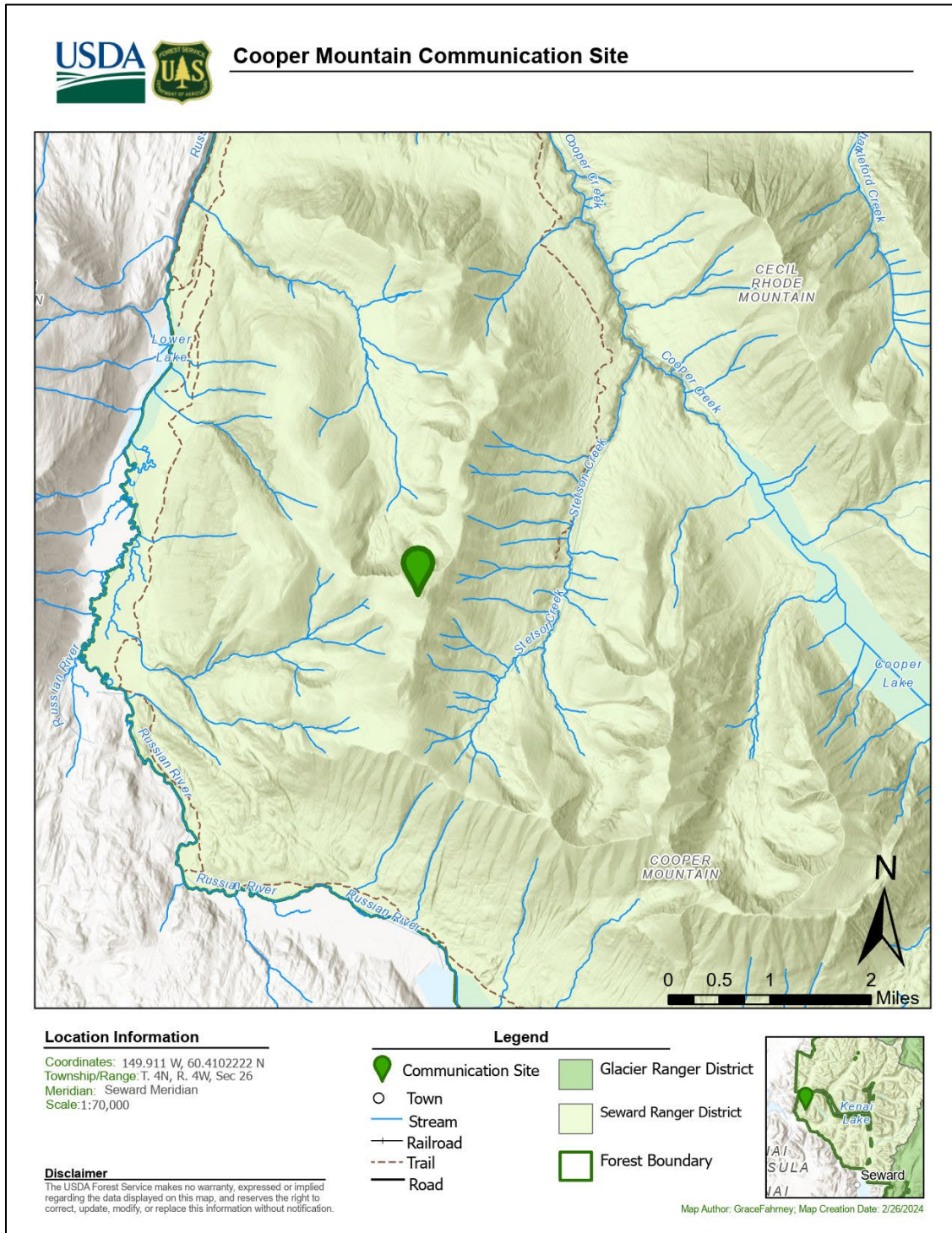
**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

The Site Association would be able to work in cooperation with the Forest Service to identify problems or opportunities and make recommendations to the Forest Service for any changes in management strategies at the communications site. The Site Association could also provide input to the Forest Service regarding the future addition of equipment and facilities at the communications site. While the advice and recommendations of the Site Association would not be binding on the Forest Service, the Forest Service could use the input for administration of the communications site. The Forest Service would be a member of such a group and would help jointly develop the charter (i.e., the ground rules).

# COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

## X. APPENDICES

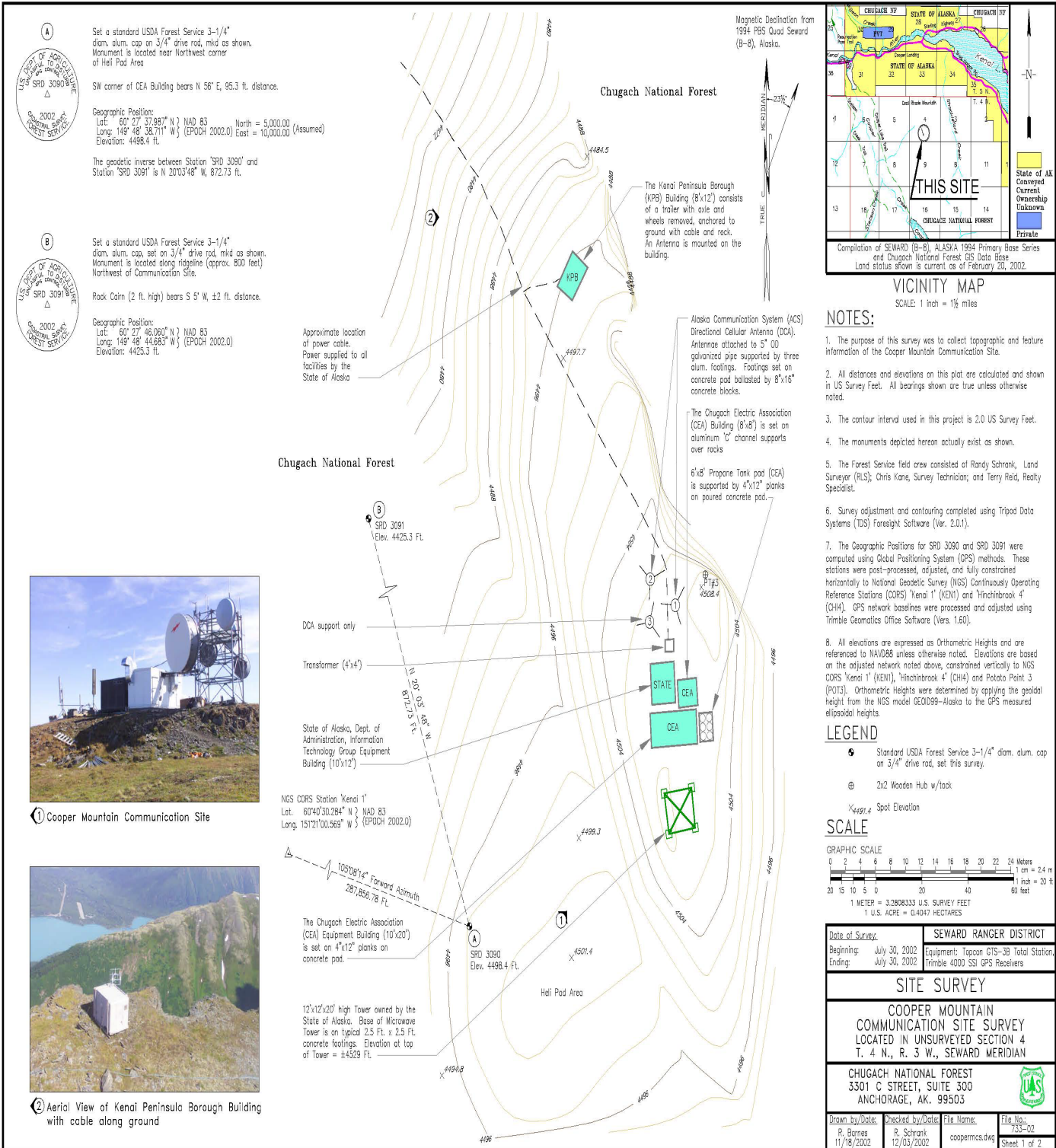
### APPENDIX A – Location Map





# COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

## Site Map



## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

### APPENDIX B – Authorized Facilities

Facility	Auth ID	Use	Building	Tower	Other
<b>Facility #1 State of Alaska</b>	<b>SEW153</b>	<b>PMRS</b>	<b>10' x 24' fiberglass</b>	<b>20' lattice</b>	
<b>Facility #2 Vertical Bridge</b>	<b>SEW151</b>	<b>CEL/I SP</b>	<b>19 ft. mono- pole with two ground masts</b>		<b>Some electrical equipment is attached to the brown equipment shelter owned by Chugach Electric.</b>
<b>Facility #3 Kenai Peninsula Borough</b>	<b>SEW242</b>	<b>PMRS</b>	<b>14' x 22' Concrete</b>		
<b>Facility #4 Chugach Electric</b>	<b>SEW154</b>	<b>MIC</b>	<b>10' x 20' brown fiberglass equipment shelter 15'x 10' metal</b>		<b>(6) 100 gal propane tanks</b>

**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

**APPENDIX C – Facility Photographs**

**Facility #1 – State of Alaska**



**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**



**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

**Facility #2 – Vertical Bridge**



**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

**Facility #3 – Kenai Peninsula Borough**



**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

**Facility #4 – Chugach Electric**



**COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN**

**APPENDIX D – Inspection Checklist**  
“Cooper Mountain Annual Technical Inspection”

Date Inspected: \_\_\_\_\_ Authorization Holder: \_\_\_\_\_  
Authorization ID: \_\_\_\_\_ Holder Site Reference ID: \_\_\_\_\_  
Site Technician: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Number of Transmitters \_\_\_\_\_ FCC Call Sign(s): \_\_\_\_\_

*Mark the following Items as Acceptable (A) or Unacceptable (U).*

Electrical Wiring ----- (A) (U)                      Grounding ----- (A) (U)  
Equipment Installation ----- (A) (U)                      Housekeeping ----- (A) (U)  
Building Repair ----- (A) (U)                      Tower Repair ----- (A) (U)

*Mark the following Items as Yes (Y) or NO (N) or (N/A)*

Isolators ----- (Y) (N) (N/A)                      Circulators ----- (Y) (N) (N/A)  
Cavities ----- (Y) (N) (N/A)                      Terminators ----- (Y) (N) (N/A)  
Filters ----- (Y) (N) (N/A)                      Lightning Protection ----- (Y) (N) (N/A)

FCC License or NTIA Authorization Posted ..... (Y) (N)

Equipment Labeled with *(please check all that apply)*:

Owner’s Name \_\_\_\_\_ Transmitter Frequencies \_\_\_\_\_ Transmitting Power Outputs \_\_\_\_\_  
Current 24-hour Telephone Number \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Recommended Corrective Action: \_\_\_\_\_  
\_\_\_\_\_

Corrective Action To Be Taken *(may require prior approval from the Forest Service)*: \_\_\_\_\_  
\_\_\_\_\_

**I certify that to the best of my knowledge the information provided is true, correct, and complete.**

\_\_\_\_\_  
Site Technician Signature

\_\_\_\_\_  
Date

*All corrective actions must be completed within 120 days of this site inspection, unless otherwise agreed to in writing by the Forest Service.*

*Make a written report of corrective action taken and submit to the Forest Service. If you should have any questions, call the Forest Service office.*

*This form is just one option that may be used, it outlines basic items to be covered in any inspection. The authorization holder may use a different form if desired.*



## COOPER MOUNTAIN COMMUNICATIONS SITE MANAGEMENT PLAN

### APPENDIX E – Unmanned Aerial System Flight Request Submit to Local Forest Service Unit and Local Dispatch Center

Authorization Holder	
Holder Reference <i>(Communications Site Name / Site/Tower Number / State)</i>	
Authorization ID Number / Forest Service Communications Site Name, if different than above	
<i>Latitude / Longitude (decimal degrees)</i> <i>(attach map - <a href="#">Forest Service Communications Sites Map Viewer   US Forest Service (usda.gov)</a>)</i>	
<i>Forest / District Dispatch and Phone Number</i>	
Name of Pilot	
<i>Remote pilot certificate with a UAS rating (attach Certificate)</i>	
<i>Pilot and Flight Center (if applicable) emergency contact info</i>	
Type of UAS / equipment to be used	
<i>Aircraft registration number</i>	
Anticipated duration of flight	
Date range for flight	
Reason for flight	
FAA reference information. <a href="#">Part 107 Airspace Authorizations   Federal Aviation Administration (faa.gov)</a>	