

SEP 28 1988

POWER SYSTEMS DIVISION

United States  
Department of  
Agriculture

Forest  
Service

Eldorado  
National  
Forest

100 Forni Road  
Placerville, CA 95667  
(916) 622-5061

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Caring for the Land and Serving People

Reply To: 7730

Date: September 17, 1988

Placer County Water Agency  
ATTN: Mr. Stephen J. Jones,  
Power System Manager  
P. O. Box 667  
Foresthill, CA 95631

Dear Steve:

Enclosed is the Road Maintenance Agreement between Placer County Water Agency and the Tahoe and Eldorado National Forests. This agreement has been reviewed by all three responsible staffs and is considered to be satisfactory.

Please sign in the appropriate space and forward the signed document to the Tahoe National Forest, Highway 49, Nevada City, CA, 95959, Attention: Larry Gruver, Forest Engineer.

Thank you for your cooperation.

Sincerely,



*for*  
JERALD N. HUTCHINS  
Forest Supervisor

Enclosure

FOREST ROAD AGREEMENT  
BETWEEN THE U.S. DEPARTMENT OF AGRICULTURE -  
FOREST SERVICE AND PLACER COUNTY WATER AGENCY

WHEREAS, the Placer County Water Agency, hereinafter called the "Agency" has a permit from the Federal Energy Regulatory Commission to operate the Middle Fork American River Project; and,

WHEREAS, such operation entails use of roads on the Tahoe and Eldorado National Forests; and,

WHEREAS, the U.S. Department of Agriculture - Forest Service, hereinafter called "Forest Service", has the responsibility for managing, maintaining and controlling the use of the roads on Forest Service lands used by the Agency; and,

WHEREAS, the parties desire to enter into the Agreement to provide for the annual maintenance of such roads;

NOW THEREFORE, the parties agree as follows:

1. The Agency hereby agrees to notify the Forest Service whenever it intends to take actions, other than its

normal day-to-day travel, which may significantly affect the use or maintenance of Forest Service roads.

2. The parties hereby agree that they will meet annually to develop a maintenance plan for the Forest Service roads, which plan shall describe the work to be done, the party responsible for doing the work, each party's share of the cost for such work and how those costs will be accounted and paid for. Each party shall be responsible for the cost of road maintenance made necessary by its respective use of the roads. For instance, as the Agency will usually need to keep the roads open to its facilities during the winter, the Agency will usually be responsible for bearing the costs for such operations. In accounting for the costs for road maintenance, the parties may agree to settle their accounts annually or to carry debits and credits forward from one year to the next. The parties shall review the maintenance work as it progresses each year, and if there is a need to change the maintenance plan during the work year, the parties shall modify it to reflect the details of the work performed and costs incurred by each party.

3. The maintenance standards to be incorporated into each annual maintenance plan shall be those currently in use by the Forest Service at the time each respective annual maintenance plan is prepared.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 1988.

PLACER COUNTY WATER AGENCY

By: \_\_\_\_\_

FOREST SERVICE  
DEPARTMENT OF AGRICULTURE

By: *Leri Bergen Larson*  
Forest Supervisor  
Tahoe National Forest

By: *Judith Green*  
Forest Supervisor  
for Eldorado National Forest