

**20.04.02 – RULES PERTAINING TO THE IDAHO FORESTRY ACT
AND FIRE HAZARD REDUCTION ~~LAW~~PROGRAMS**

000. LEGAL AUTHORITY.

These rules are adopted pursuant to the rulemaking authority granted in Sections 38-132 and 38-402, Idaho Code. (3-18-22)

001. TITLE AND SCOPE.

01. Title. These rules are titled IDAPA 20.04.02, “Rules Pertaining to the Idaho Forestry Act and Fire Hazard Reduction ~~Laws~~Programs.” (3-18-22)

02. Scope. These rules implement the provisions of the Idaho Forestry Act and Fire Hazard Reduction ~~Laws~~Programs chapters of Title 38, Idaho Code. (3-18-22)

002. -- 009. (RESERVED)

010. DEFINITIONS.

~~The terms Fire Warden, Person and State have meanings provided in Section 38-101, Idaho Code. In addition to the definitions set forth in the Idaho Forestry Act, the following definitions apply to these rules:
Unless otherwise required by context, as used in these rules:~~ (3-18-22)

01. Agreement. The Certificate of Compliance-Fire Hazard Management Agreement (Department of Lands Form 715) required by Section 38-122, Idaho Code. (3-18-22)

02. Contract Area. The legal description of the land given on the agreement. (3-18-22)

03. Contractor. The person who enters into the Certificate of Compliance-Fire Hazard Management Agreement. (3-18-22)

04. Department. The Idaho Department of Lands. (3-18-22)

05. Director. The ~~Director~~director of the Idaho Department of Lands or his authorized representative. (3-18-22)

06. District. A designated forest protective district. (3-18-22)

07. Fire Line. A line dug to mineral soil which is intended to control a fire. (3-18-22)

~~**08. Fire Warden.** A duly appointed fire warden or deputy. (3-18-22)~~

09. Fuel. Any slash or woody debris that ~~will~~contributes to the spread or intensity of a wildfire. (3-18-22)

10. Fuel Break. An area in which all slash and dead woody debris ~~have been~~is removed or piled and burned. (3-18-22)

11. Hazard Reduction. The burning or physical reduction of fire hazards by treatment in a ~~manner~~way that ~~will~~reduces the intensity and/or spread of a wildfire ~~after treatment is completed~~. (3-18-22)

12. Initial Purchaser or Purchaser. The first person, ~~company, partnership, corporation, or association of whatever nature who~~ to purchases a forest product after it is harvested. (3-18-22)

13. **Operational Period.** A standard twelve (12) hour fire control shift.

14. **Slash or Slashing.** Brush, severed limbs, poles, tops and/or other waste material incident to such cutting or to the clearing of land, which are four (4) inches and under in diameter. However, ~~for the purpose of these rules and~~ to correspond with standard fire classifications, ~~for these rules~~ slash ~~will~~ only include material ~~less than or equal to~~ three (3) inches ~~or less~~ in diameter. (3-18-22)

15. **Slash Load.** Slash resulting from timber harvesting ~~that has occurred~~ under a current agreement, exclusive of natural mortality. (3-18-22)

~~16. State. The state of Idaho. (3-18-22)~~

011. -- 029. (RESERVED)

030. CERTIFICATE OF COMPLIANCE-FIRE HAZARD MANAGEMENT AGREEMENT.

01. **Contents.** A Certificate of Compliance-Fire Hazard Management Agreement must be obtained by anyone who conducts an operation involving the harvesting of forest products or potential forest products. ~~Such~~ The Agreement provides ~~the options~~ of ~~entering into~~ entering a contract as provided in Section 38-404, Idaho Code or posting of a cash or surety bond to the State. The Certificate of Compliance required by Section 38-122, Idaho Code, ~~must be in substantially the same form as~~ is Department of Lands Form No. 715 -- "Certificate of Compliance-Fire Hazard Management Agreement." (3-18-22)

02. **Period of Time.** The period ~~set forth within~~ defined by the Agreement is based ~~upon such considerations as~~ on the size of the contract area, the volume of the timber to be harvested or the silvicultural objectives of the landowner. ~~However, i~~ n no case may a single Agreement exceed a period of twenty ~~four~~ (24) months unless the contractor and the fire warden mutually agree upon a plan for the timely abatement of the hazard during a longer period ~~that may exceed twenty four (24) months~~. (3-18-22)

03. **Extensions.** If the contractor cannot meet the standard required to obtain a clearance within the period specified above, the contractor may apply to the fire warden for an extension. The application must be in writing, received at the district office thirty (30) working days before the Agreement expires, and show good reason, other than financial hardship, why an extension ~~should be given~~ is necessary. The fire warden will acknowledge receipt of the request prior to the expiration of the Agreement. (3-18-22)

04. **Responsibility.** The contractor named in the Agreement ~~will be~~ is responsible for managing the fire hazard created by the harvesting and will receive the clearance if the slash treatment meets standards or will carry the liability for suppressing wildfire for five (5) full years following the expiration of the Agreement. (3-18-22)

031. -- 039. (RESERVED)

040. ADDENDUM TO CERTIFICATE OF COMPLIANCE-FIRE HAZARD MANAGEMENT AGREEMENT.

In those instances where a contractor indicates an intent to accomplish only the piling portion of the total slash hazard reduction job, an addendum to the Agreement must be executed ~~specifying precisely~~ precisely specifying the portion of slash withholding money that will be refunded. The addendum must be ~~in substantially the same form as~~ on Department of Lands Form No. 715.1 -- "Addendum to Certificate of Compliance-Fire Hazard Management Agreement." (3-18-22)

041. -- 049. (RESERVED)

050. BOND.

01. **Amount of Bond.** The bond specified in Section 38-122 and Section 38-404, Idaho Code, must be in the amount of four dollars (\$4) per thousand board feet (MBF), or equivalent measure as shown in Table I below, of forest products harvested, and may take the form of cash, surety bond or irrevocable letter of credit. Surety bonds

must be ~~in substantially the same form as~~ on Department of Lands Form No. 707 - "Bond."

(3-18-22)

02. Rates. Rates and amounts listed in Table I ~~will bear~~ used as a minimum in calculating hazard reduction bonds for products cut from all state and private lands in Idaho.

TABLE I	
PRODUCT	BOND RATE
(1) MBF Measurement All Products	\$4.00 MBF
OR	
(2) Other Measurement Green pulp, stud timber, etc.	\$2.00 Cord
Lineal Foot Measure Utility poles and pilings, all species	\$.014 LF
Stulls, corral poles, cellar timbers, fence rails, round posts	\$.01 LF
Piece Measure 100 inch bolt material	\$.08 ea.
Split posts	\$.02 ea.
Tree stakes	\$.02 ea.
Shake boards	\$.02 ea.
Ton Measurement Green or Dead Pulp, Chips, etc.	\$.70 Ton

(3-18-22)

03. Exceeding Minimum Bond. The minimum bond rate ~~will is~~ only ~~be~~ exceeded when the landowner or operator requests that higher rate to accomplish additional hazard reduction. (3-18-22)

051. -- 059. (RESERVED)

060. CONTRACTS WITH FOREST LANDOWNERS OR OPERATORS.

Forest landowners and operators who engage in timber harvesting operations may enter ~~into~~ an optional Agreement with the ~~Director~~ director as provided in Section 38-404, Idaho Code. Under the terms of such an optional Agreement, the ~~Director~~ director may assume all responsibility for the management and reduction of fire hazards ~~to be~~ created in return for a stipulated amount ~~to be~~ paid to the ~~Director~~ director by the landowner or operator. ~~Such~~ The optional Agreement must be ~~in substantially the same form as~~ on Department of Lands Form No. 720 -- "Contract for Management, Reduction and/or Removal of Fire Hazards Created by the Harvesting of Timber Within

the State of Idaho,” or Department of Lands Form No 725 - “Contract for Management of Fire Hazards Created By the Harvesting of Timber Within the State of Idaho.” (3-18-22)

061. -- 069. (RESERVED)

070. CASH BOND RELEASE.

Contractors who elect under Section 38-122, Idaho Code, to have hazard reduction money withheld, but who do not intend to dispose of the hazard themselves, must release the withheld monies to the ~~Director~~director of the Department of Lands. Such release must be ~~in substantially the same form as~~on Department of Lands Form No. 761 -- “Release of Cash Bond Withheld to Assure Slash Disposal.” (3-18-22)

071. -- 079. (RESERVED)

080. ADDED PROTECTION IN LIEU OF HAZARD REDUCTION.

As provided in Section 38-401, Idaho Code, fire hazard management methods may include or be limited to the taking of additional protective measures in lieu of actual disposal of the slash hazard. Any funds coming into district hazard management accounts through contract, cash bond release or forfeiture, may be used for added protection provided that the expenditure meets specifications outlined in Section 38-401, Idaho Code. (3-18-22)

081. -- 089. (RESERVED)

090. PURCHASER REQUIREMENTS.

01. Initial Purchaser. Initial purchasers of forest products, in accordance with Section 38-122, Idaho Code, must withhold and remit to the State slash management monies as appropriate for the slash management option chosen by the contractor. ~~Such~~The option must be clearly identified on the purchaser’s copy of the Agreement. Slash monies withheld in any one (1) calendar month must be remitted to the ~~Director~~director on or before the end of the next calendar month. ~~Such~~The remittance must be in substantially the same form as Department of Lands Form No. 740 -- “Hazard Reduction Payment Record.” (3-18-22)

02. Duty of Initial Purchaser. Initial purchasers of forest products must make certain that all contractors from whom they purchase forest products have obtained a proper Agreement. (3-18-22)

091. -- 099. (RESERVED)

100. INJUNCTION AGAINST FURTHER CUTTING.

Any person who cuts timber or other forest products of any kind, without having first secured an Agreement in accordance with Section 38-122, Idaho Code, may be enjoined from ~~continuing such~~further cutting and ~~will be~~ required to immediately dispose of all slash created. If the person responsible fails to properly dispose of the slash within thirty (30) days after being notified to do so, the State may dispose of the slash and ~~such the~~ costs of disposal, plus twenty percent (20%) as a penalty, may be collected as a prior lien against the products harvested. (3-18-22)

101. -- 109. (RESERVED)

110. BURNING OF SLASH.

01. Permits. Any burning operation conducted for ~~the purpose of~~ hazard reduction must be in accordance with the law requiring burning permits during the closed fire season. Persons conducting burning operations must have sufficient men, tools and equipment on hand to immediately stop the uncontrolled spread of any fire. Burning operations must be planned, prepared and executed in ~~such a~~manner~~way~~ that forest resources are not damaged and air quality standards are met. (3-18-22)

02. Burn Plan. Burning ~~of~~within specifically designated blocks or areas of forest land for any purpose must be conducted in accordance with a prescribed burn plan approved by the fire warden in whose area of responsibility the burn occurs. (3-18-22)

111. -- 119. (RESERVED)

120. STANDARDS -- TREATMENT OF HAZARDS.

01. **Purpose.** To provide standards for hazard reduction and the release of liability for the contractor who is working under a valid Agreement with the State. (3-18-22)

02. **Reduction of Total Hazard Points.** The contractor must reduce the total hazard points charged against the contract area to five (5) points or less (see Table II) on or before the expiration date on the Agreement in order to receive a refund of slash monies withheld (less three (3) percent for the fire suppression fund, ref. Rule_150) or, to clear any demands that might be made against the surety bond and to receive a release of liability against any fires that start on or pass through the contract area.

TABLE II - HAZARD CHARACTERISTICS AND OFFSET SLASH LOAD MAXIMUM 20 POINTS	
RATING (POINTS)	ADJECTIVE DESCRIPTION
LOW (0-5)	Associated with low harvest volumes per acre such as selection cutting, light commercial thinning, sanitation/salvage operations, tree length skidding with tops and limbs and little <u>er little or</u> no breakage. Slash is broken up; slash is in many islands over the operating area.
MODERATE (6-10)	Operation types similar to <u>like</u> those listed above except that harvest volume per acre is higher or utilization standards are lower, or timber has higher proportion of unusable top and crown (commonly associated with partial cutting in second growth stands of mixed timber). Most diameter limit cutting falls in this category. Slash is distributed with some clear or very light areas intermingled with heavy islands of slash over the operating area, slash is not continuous.
HIGH (11-15)	Usually associated with regeneration harvest methods such as shelterwood, seed tree and most clearcuts, or any partial cut with a high harvest volume per acre. Slash is nearly continuous through the operating area frequently with heavier islands intermingled with light continuous slash.
EXTREME (16-20)	Any operation with very high cut volume, and/or low utilization standards, and/or many slashed or broken stems. Slash is continuous over the operating area with few light areas.
TECHNICAL SPECIFICATIONS	
LOW (0-5)	Slash load less than or equal to 3 inch diameter materials not to exceed 3.0 tons/acre.
MODERATE (6-10)	Slash load less than or equal to 3 inch diameter materials greater than 3.0 tons/acre but less than 6.0 tons/acre.
HIGH (11-15)	Slash load less than or equal to 3 inch diameter materials greater than 6.0 tons/acre but less than 12.0 tons/acre.
EXTREME (16-20)	Slash load less than or equal to 3 inch diameter materials exceeds 12.0 tons/acre.

Slash loads can be determined by using any standard photo series appropriate for the habitat type represented by the contract area, or by using USDA Forest Service General Technical Report INT-16, 1974 (HANDBOOK FOR INVENTORYING DOWNED WOODY MATERIAL). If the contractor insists upon the latter, sampling intensity

will be one (1) point per two (2) acres through the area in question. The inventory cost is paid by the contractor. All slash ~~made available as a result~~ing of from the current harvest ~~will be~~is included in the inventory except ~~that slash that has been~~ piled and ~~will be~~ burned by the contractor before the expiration date on the Agreement or ~~such~~ extensions granted by the fire warden.

SITE FACTORS - MAXIMUM 10 POINTS						
ASPECT	PERCENT SLOPE					
	0-10	11-20	21-30	31-40	41-50	>50
N-NE	0	0	1	2	4	5
E,NW	0	0	1	3	6	7
W,SE	0	1	2	5	8	9
S-SW	1	2	4	7	9	10

UNIT SIZE - MAXIMUM 5 POINTS						
ACRES	<40	40-160	161-320	321-480	481-640	>640
PT VALUE	0	1	2	3	4	5

OTHER FACTORS - MAXIMUM 7 POINTS	
Pre-existing slash from operations in the past five years	0-2
Proximity to structures, highways and recreational areas (e.g., parks, established campgrounds, etc.).	Add Points
330 feet	5
660 feet	4
990 feet	3
1320 feet	2
2640 feet	1

In applying offset points to large, complex contract areas, or contract areas with highly variable hazard characteristics, apply hazard offset techniques ~~must first be applied toward~~ that portion of the contract area which ~~will do the most to~~ reduces the hazard the most by optimizing fire control effects.

HAZARD OFFSETS

ALL POINTS ARE DEDUCTIONS

DISPOSAL	Piling and Burning, Broadcast Burning, etc.	0-42
<p>If disposal reduces slash load in the contract area to <3 tons, deduct hazard points to five (5) or less. If disposal does not reduce slash load to that level, points should be assigned as a proportion of the area treated. For example, if twenty-five percent (25%) of the area is dozer piled and the piles burned, but the slash load in the contract area still exceeds three (3) tons, twenty-five percent (25%) of the total points charged against the job should be deducted. However, if the disposal effectively isolates the untreated portion of the slash or is otherwise placed to optimize fire control effects the proportion of points deducted may be increased to an amount to be determined by the district fire warden.</p>		

MODIFICATION:	Chipping	0-42
	Crushing	0-20
	Lopping	0-10

Lopping standards: ~~Cut a~~All material less than three (3) inches in diameter ~~will be cut so that~~ it does not extend more than twenty (20) inches of the mean height above the ground. ~~Completely sever~~ ~~In addition,~~ all boles greater than three (3) inches in diameter ~~that~~ intersecting another bole ~~will be completely severed~~.

Assign points as a proportion of the contract area treated.

ISOLATION	Fuel Breaks	0-20
<p>To qualify as a fuel break, remove, pile, burn or treat sufficiently all slash and available fuels for a minimum width of one chain (66 feet) (Ref. Subsection 010.10) must be removed, or piled and burned, or treated sufficiently to prevent a fire from carrying through the area, for a minimum width of one chain (66 feet). In addition, the place breaks must be placed to take advantage of terrain, manmade or natural barriers and to provide for optimum fire control effect.</p>		
	Fire Lines	0-5
<p>Remove Aall vegetative material must be removed to expose mineral soil. Minimum width of dozer line must be the width of the dozer blade with all dirt pushed in one direction and all vegetative debris to the other. Handlines must be are eighteen (18) inches wide; additionally, with all fuels cleared must be cleared for eight (8) feet. Tie Lines must be tied to an anchor point except that they are not required to be built through a riparian management zone. In addition, Place the lines must be placed to take advantage of terrain, manmade or natural barriers, and to provide for optimum fire control effect. Maximum points allowed only if combined with an approved fuel break.</p>		

ASSIGNING POINTS FOR ISOLATION

Isolation techniques will usually be used to break the area into subunits or isolate the area from adjacent stands. Hazard offsets can be deducted for both if, in the opinion of the fire warden, both objectives are met, and the total isolation points do not exceed 25 offset points.

ACTIVITY	FUEL BREAK ONLY	FIRE LINE ONLY	BOTH
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Isolates contract area into subunits:

A. Partial isolation or incomplete units	1-5	1	1-6
B. Complete isolation of area into 1 to 2 subunits	6-10	2	6-12
C. Complete isolation of area into 3 to 5 subunits	11-15	3	11-18
D. Complete isolation of area into 6 or more subunits	16-20	4	16-25
OR			
Isolates contract area from adjacent stands:			
A. One third of the contract area boundary isolated	1-5	1	1-6
B. Two thirds of the contract area boundary isolated	6-10	2	6-12
C. Entire contract area boundary isolated	11-15	3	11-18
ACCESS CONTROL	0-2		
Locked gate system controls access on all secondary roads with slash treated on main road			1
Locked gate system controls all road access into unit			2
AVAILABILITY OF WATER			0-3
The water supply must provide water availability for engines within one road mile of operating area or within three air miles for helicopter bucket use. The water supply must be sufficient to supply 10,000 gallons in an operational period during the fire season.			
Water supply for engine only or helicopter only (capacity 10,000 gallons during fire season).			1
Water supply for engine and helicopter (capacity 10,000 gallons) or; for engine or helicopter and which replenishes itself every operational period.			2
Water supply for engine and helicopter which replenishes itself every operational period.			3

(3-18-22)

121. -- 129. (RESERVED)

130. LIABILITY.

01. State Liability. With the exception of cases of negligence on the part of the landowner, operator or their agents, liability for the cost of suppressing fires that originate on or pass through a slashing area remains with the State if one of the following alternatives is executed by the contractor: (3-18-22)

a. The contract area is covered by a Certificate of Compliance-Fire Hazard Management Agreement and all hazard money payments are current or a proper bond is in place. (3-18-22)

b. The contractor treats the slash in accordance with the standards outlined in ~~the~~ Section 120, Table II within the time period specified on the Agreement or approved extensions. (3-18-22)

c. The landowner or operator elects to ~~enter into~~enter a contract with the State for management of the slash and liability of fire suppression costs in accordance with Section 38-404, Idaho Code. (3-18-22)

02. Contractor Liability. Should the contractor choose not to treat the slash or not ~~enter into~~ enter a contract with the State in accordance with Subsection 130.01, the contractor, in addition to forfeiting any applicable bond, is liable for fire suppression costs for all fires that originate on or pass through the contractor's slashing area. The contractor retains the full liability for five (5) years from the time the Agreement or any extension thereof expires, unless a clearance has been issued. (3-18-22)

03. Failure to Treat. Any contractor who fails to treat the fire hazard as outlined in Subsection 130.02, is liable for the actual costs of suppressing any wildfire that ~~may occur~~ occurs on or passes through the area covered by the Agreement for an amount up to two hundred fifty thousand dollars (\$250,000). If the same wildfire occurs on or passes through several areas covered by separate agreements or if several Agreements cover the same area, the contractor is liable for the actual cost of suppression up to one million dollars (\$1,000,000). If a wildfire occurs on or passes through an area covered by separate Agreements with different contractors, the actual cost of suppression up to one million dollars (\$1,000,000) will be shared by the contractors prorated on acreage included in their Agreements. (3-18-22)

04. Fees. Upon payment of the fees ~~set forth~~ listed in Table III, the State will assume liability for the cost of suppressing fires that ~~occur~~ originate on or pass through the contract area.

TABLE III - ADDITIONAL FEE TO TRANSFER LIABILITY BY HAZARD POINTS	
POINTS	RATE
6-10	\$1.00/MBF
11-20	\$2.00/MBF
21-30	\$3.00/MBF
>30	\$4.00/MBF

Additional fee rates for measurement other than board foot measurement are available upon request from any Department of Lands office. (3-18-22)

05. Additional Fee. If the contractor is unable to reduce the hazard points on a contract area to the standards required for a clearance, but has completed some hazard reduction work, ~~that the~~ contractor can discharge the remainder of his hazard obligation by returning a portion of his bond to the district and paying an additional fee to transfer liability. Use the following formula: [One minus (the acceptable hazard point or five, divided by the residual, or untreated hazard points)] multiply that ratio times the slash rate. This dollar amount should be multiplied by the total volume removed from the contract area. Add to that the additional fee to transfer liability (for the untreated hazard points, from Table III) times the total volume. When this amount is paid to the State the contract area can be cleared. Which can also be expressed as:

$$(1-(5/U)) * B * V + (A*V) = \text{Formula to transfer liability for a partially completed job.}$$

Where:

U = Untreated or residual hazard points

B = Bond rate (usually \$4.00 MBF) Ref. Section 050, Table I

A = Additional fee to transfer liability, Table III

V = Total volume removed from the contract areas

(3-18-22)

131. -- 139. (RESERVED)

140. CERTIFICATE OF CLEARANCE.

The Certificate of Clearance is ~~the instrument~~ used to certify that hazard reduction ~~has been~~was accomplished, a contract ~~entered into~~entered with the ~~Director~~director to ensure hazard management, or an additional fee ~~has been~~was paid. Anyone ~~who has been~~ issued an Agreement for the cutting of any forest product or potential forest product and who ~~has met~~the standards outlined in Section 120, or ~~has~~made payment for hazard reduction under a contract with the ~~Director~~director, as provided in Section 38-404, Idaho Code, or ~~has~~paid an additional fee in accordance with Section 38-122, Idaho Code, must apply in writing to the ~~Director~~director for a Certificate of Clearance. Within thirty (30) days after receipt of ~~such written~~the request for a Certificate of Clearance, the ~~Director~~director or his designee will ~~cause~~inspect the area covered by the request ~~to be inspected~~. If ~~it is found that~~ the fire hazard ~~has been~~was properly disposed of, the ~~Director~~director will issue a Certificate of Clearance. The Certificate of Clearance ~~must be substantially the same form as~~is on Department of Lands Form No. 760 - "Certificate of Clearance." (3-18-22)

141. -- 149. (RESERVED)

150. FIRE SUPPRESSION AND FOREST PRACTICES ASSESSMENT.

01. Withholding. An amount of three percent (3%) of the slash management rate (twelve cents (\$.12)/MBF) ~~will be~~is withheld from all slash management monies received and dedicated to suppression of wildfires on forest lands. For harvest from private land, an additional amount not to exceed three percent (3%) of the slash management rate (twelve cents (\$.12)/MBF) ~~can be~~is withheld from slash management monies received and ~~will be~~is dedicated to Forest Practices support on forest lands. (3-18-22)

02. Assessment Costs. Fire suppression assessment costs on operations covered by surety bond or irrevocable letter of credit or other form of bond is paid at the rate specified in Subsection 150.01. (3-18-22)

151. -- 159. (RESERVED)

160. PRELOGGING CONFERENCE AND AGREEMENT.

Pre-logging conferences and hazard reduction agreements are encouraged, however, the hazard reduction agreement will be canceled or modified if significant operational changes occur during the harvesting of forest products or potential forest products. (3-18-22)

161. -- 999. (RESERVED)