

## Nationwide Candidate Conservation Agreement for Monarch Butterfly on Energy and Transportation Lands

### Frequently Asked Questions - Implementation

March 2019

This frequently asked questions (FAQ) document is oriented primarily towards specific implementation questions commonly encountered by organizations considering enrollment in the Agreement. Please note that a FAQ document on general questions regarding the Agreement is included in a previous document compiled by UIC and [available online](#).

This FAQs are organized in the following sections:

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#### 1. Purpose and Need for the Agreement

Question	Response
Why should I commit my organization or company to this Agreement?	Committing to the Agreement provides regulatory assurances to your organization in the event that the monarch is listed as endangered or threatened under the federal Endangered Species Act. For businesses managing field operations, this provides clear and lasting benefits by streamlining regulatory requirements and minimizing disruptions that can occur from a listing under the Endangered Species Act.
What is the value of the Agreement if the monarch isn't listed as a threatened or endangered species?	<p>If the monarch is determined <i>to not warrant listing</i> by the USFWS, the Agreement may still provide multiple benefits to your organization, including but not limited to:</p> <ul style="list-style-type: none"><li>• Regulatory assurance, in the event that a court decision could result in an immediate or expedited listing of monarch butterfly at a later date.</li><li>• Potential to preclude the need for a future listing decision, if conservation efforts are cited as a consideration for not warranting a listing.</li><li>• Documenting and demonstrating company conservation efforts.</li></ul>

Question	Response
	<ul style="list-style-type: none"> <li>• Positive public perception created by the public-private partnership involvement.</li> <li>• Added positive public acknowledgement by UIC and industry groups for commitments made under the Agreement.</li> <li>• Creating motivation to adopt cost savings and best management practices while receiving regulatory acknowledgement for those commitments.</li> <li>• Involvement in an Agreement that may be amended later to incorporate future protections for additional species or industry needs.</li> </ul>
<p>I heard that populations of monarchs were on the rise last year. Will this affect the monarch's listing determination?</p>	<p>Data collected this past year indicated that the eastern population of monarchs overwintering in Mexico have increased<sup>1</sup>. Although this is great news, these same populations can fluctuate greatly from year-to-year, and have still declined by as much as 80 percent over the last twenty years<sup>2</sup>. By comparison, western populations of monarchs are declining at an even faster rate than that of their eastern counterparts. California, for example, is observing its lowest numbers ever recorded. Population data collected in 2019 indicated that monarch numbers have dropped 99.4 percent since the 1980's<sup>2</sup>.</p> <p>When the USFWS considers a species listing under the Endangered Species Act, they consider the entire species, the long-term population trend and viability, and current science regarding the species to make a determination. While conservation efforts to date in the United States, Mexico, and Canada are valuable, some researchers and conservationists claim that efforts undertaken to date are still not enough to ensure the long-term survival of the species. The Service is reviewing all information currently available as part of their listing determination.</p>
<p>How does the CCAA/CCA account for unique concerns surrounding the western population of the monarch butterfly?</p>	<p>The Agreement focuses on creating a net benefit in areas where its Partners have "authority and control" over key threats. For monarchs, some key threats are outside of our control as energy and transportation land managers. Climate change, severe weather, seasonal adaptations (phenology), pesticides, etc. are not under the management authority of the lands managed for energy and transportation uses.</p> <p>Both eastern and western populations are limited by loss of breeding and nectaring habitat. The loss of habitat broadly speaking, as well as specific losses through mowing and herbicide use are within the control of most land managers on energy and transportation lands. Conservation measures and habitat targets included in the Agreement are appropriate for both eastern and western populations. Additionally, the inclusion of both Federal and non-Federal lands was largely a consideration driven by the partners from western states during development. The Partners involved from western states (including AZ, CA, CO, ID, and NV) have weighed in on these and other aspects of the Agreement.</p>

<sup>1</sup> NPR. Uptick in Butterfly Census Could Be A Fluke, Researchers Caution. Accessed online at: <https://www.npr.org/2019/01/31/690230691/researchers-caution-uptick-in-butterfly-census-could-be-a-1-year-fluke>  
<sup>2</sup> Xerces Society for Invertebrate Conservation. Monarch Butterflies in Western North America in Jeopardy. Accessed online at: <https://xerces.org/2019/01/17/monarch-butterflies-in-western-north-america-in-jeopardy/>

Question	Response
<p>What risk is associated with enrolling in the Agreement?</p>	<p>Enrollment in the Agreement poses little or no risk. Considerations have been made for operational, legal, and financial risks:</p> <p><u>Operational</u>: The Agreement is written with flexibility so that each company/organization can pursue what is best for its own unique circumstances – providing operational flexibility. The conservation measures included in the CCAA are not expected to adversely affect operation and maintenance (O&amp;M) activities needed on energy or transportation lands.</p> <p><u>Legal</u>: A Partner to the Agreement can define which conservation measures and covered activities will apply to their managed lands and how they will implement them, thereby keeping consistency with their own legal requirements, and company specifications.</p> <p>Furthermore, the Agreement is voluntary and can be terminated at any time.</p> <p><u>Financial</u>: Partners in the Agreement are required to implement conservation measures, tracking, monitoring, and reporting. These requirements have been minimized to the extent possible and are expected to be completed by existing staff and resources available to your organization.</p> <p>In addition, adoption of some conservation measures (like timed mowing or targeted herbicide use) can reduce operational costs. One CCAA Partner operating within a single state is currently using the Draft CCAA as an opportunity to reduce costs and time spent on vegetation management. This Partner estimated that across the state, they've saved \$1.8 million in maintenance costs by reducing their mowing activities. At the same time, they have created 80,000 acres of suitable habitat. That same partner also converted 800 acres of idle lands to high-value pollinator habitat.</p>
<p>What if the monarch isn't listed?</p> <p>What is the value of this Agreement under the various listing scenarios that USFWS may be considering?</p>	<p>In considering the potential listing of the monarch, the USFWS is likely to consider three possible alternatives:</p> <ol style="list-style-type: none"> <li>1) Listing as Threatened or Endangered under the Endangered Species Act</li> <li>2) Listing is Not Warranted</li> <li>3) Listing is Warranted, But Precluded</li> </ol> <p>Each of these scenarios presents different values of enrollment in the Agreement:</p> <p>Under <u>Listing as Threatened or Endangered under the Endangered Species Act</u>, Partners would have a short window (likely up to 12 months) to enroll in the agreement prior to the effective listing date of the monarch. After the effective listing date, the monarch would be listed and enrollment in the <i>candidate</i> conservation agreement would no longer be allowed. Enrolled Partners would operate as usual with incidental take coverage on any and all enrolled lands included in their Certificate of Inclusion.</p>

Question	Response
	<p>If the Service determines that <u>Listing is Not Warranted</u>, we believe there would be a high probability that the decision would be legally challenged. If litigated, the final decision to list, or not list, monarchs could result from a court order. In other cases, such decisions have resulted in the effective listing of a species occurring within a short period (e.g. 90 days) following such a decision. Under this scenario, any Partners already enrolled in the Agreement are protected against any uncertainty or quick actions required as a follow up to such a decision. The CCAA provides insurance against added costs and delays that would occur under this scenario.</p> <p>Last, a decision that <u>Listing is Warranted, But Precluded</u> means that for one or more reasons (e.g. pending uncertainty, upcoming science, or anticipated conservation), the USFWS would delay its final decision as to whether or not to list the monarch. In this scenario, monarchs would remain a candidate species until a determined date, at which time USFWS would reconsider the need for listing. Under such a decision, an agreement like the <i>Nationwide Candidate Conservation Agreement for Monarch Butterfly on Energy and Transportation Lands</i> has the potential to leverage the conservation commitments of industry partners to demonstrate proactive conservation. Such commitments are already inspiring other industries to consider similar agreements. In doing so, those upfront commitments could potentially preclude the need to list monarchs, which would pose a 'win' for both monarchs and industry operations.</p> <p>If a decision that <u>Listing is Not Warranted</u> or <u>Listing is Warranted, But Precluded</u> is made, and in doing so, cites the conservation commitments of agreements like this, then the expectation is that industries and conservation will prevent the need to list the monarch. However, if after doing so, no organizations or industry partners undertake those upfront conservation commitments, then the USFWS may reconsider the need for listing citing a changed circumstance. So regardless of the outcome of a listing decision, enrollment in the Agreement yields benefits to energy and transportation operations.</p>

## 2. Adoption Rates and Adopted Acres Selection

Question	Response
Am I required to maintain my adopted acres in any specific geographic area?	<p>The Agreement does not require adopted acres in any specific location. However, UIC and USFWS prefers to see adopted acres implemented throughout the extent of enrolled lands maintained by the Partner.</p> <p>Adult monarch butterflies require a diversity of blooming nectar resources during breeding and migration. Adults feed throughout their migratory pathways and breeding grounds from spring through fall and year-round in some parts of the country. Monarchs also need milkweed (for both egg laying and larval feeding) within this diverse landscape of nectaring habitat. The co-occurrence of monarchs and both nectar plants and milkweed is important for monarch survival. Monarchs need this habitat to be distributed throughout the landscape matrix to ensure connectivity throughout their range and maximize lifetime fecundity (Zalucki and Lammers 2010; Miller et al. 2012 as cited by USFWS 2018).</p>

Question	Response
	However, the specific optimal amount of habitat and its spatial distribution are not known; more research is needed on optimal distances between habitat patches, as well as optimal patch sizes (Stenoien et al. 2016).
What is the adoption rate?	<p>The adoption rate percentages by sector are used to calculate an “adopted acres” target. Adopted acres are the primary measure of net conservation benefit for the Agreement. These are lands on which conservation measures for monarchs are implemented in a single year. As such, after the initial allowance for “ramp up”, the adopted acres target must be met annually to maintain compliance in the Agreement.</p> <p>See the Enrollment Process in Section 4 and adoption rate discussion in Section 6, within the Agreement.</p>
When do I need to achieve the adopted acres target?	<p>We expect many Partners may be able to achieve the adopted acres target within the first year or two of implementation. However, some Partners may require longer time due to organizational complexities. As noted in Section 4.4 (Enrollment Process) within the Agreement, Applicants will provide a timeline for achieving the adopted acres target specified in the application. Once approved, as a Partner, they will have up to five years from the date of their fully executed Certificate of Inclusion to achieve the required adopted acres target.</p> <p>Once achieved, the Partner is expected to annually maintain the targeted amount of adopted acres at or above the target level outlined in the Agreement and their Certificate of Inclusion.</p>

### 3. Applications and Eligibility

Question	Response
Our company has several subsidiaries. As an Applicant would we include all of our assets together, or would a separate application be required for each one individually?	<p>In most cases, Applicants are expected to consist of single companies or state transportation agencies. However, some Partners may already operate contractually, or in conjunction, with other companies or transportation agencies (i.e. generation and transmission cooperatives, energy corporations with subsidiary companies, and local road authorities that operate in conjunction with state transportation agencies). Where preferred for operational flexibility, applications can consist of consortiums of several organizations provided that</p> <ol style="list-style-type: none"> <li>The primary Applicant can demonstrate authority or control (through contracts, organizational structure, or other means) over the subsidiary Applicants,</li> <li>The enrolled lands and adopted acres estimated account for the full extent of all Applicants included,</li> <li>All other application requirements can be provided for all subsidiary Applicants,</li> <li>The terms and conditions of this Agreement can be upheld by all Partners</li> </ol>

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Question	Response
	<p>included.</p> <p>Consortium applications are subject to all other requirements (tracking, monitoring, and reporting) of the enrollment process and the Agreement.</p>
<p>What will this cost?</p>	<p>We expect participation in the Agreement to pose minimal costs to companies or organizations. Aside from an annual administrative fee, most other costs are minimized by aligning the compliance needs of the Agreement with the operational needs of companies or organizations.</p> <p>By comparison, one organization involved in CCAA preparation is currently responsible for paying a programmatic fee (under a different CCAA) of between \$6,000 and \$50,000 per year. However, by not participating in that CCAA, the same Partner anticipated they would pay exponentially higher costs in project delays and consultant fees related to take permit applications.</p> <p>As noted, requirements have been minimized to the extent possible and are expected to be completed by existing staff and resources available to Partner organizations. Also, adoption of some conservation measures (like timed mowing or targeted herbicide use) can reduce operational costs.</p> <p>Enrollment in the Agreement does require an administrative fee payable on an annual basis. This fee is calculated on a Partner-specific basis and considers baseline costs, as well as scaled costs depending on the size of enrollment. It also incentivizes contributions through a series of discounts.</p>
<p>Can my organization pay administrative fees several years in advance, or are we required to pay annually?</p>	<p>Enrolled Partners are allowed to pay for multiple years of administrative fees in advance. If advanced payments are received, the Programmatic Administrator will deduct those advanced payments from subsequent years of enrollment.</p>
<p>Are covered construction activities limited based on size and scope or solely on whether they occur within existing ROW? For example, what if ROW lands are acquired one year and then construction occurs in a later year?</p>	<p>Currently within the Agreement, construction within Enrolled Lands (existing lands and ROW) are included under construction and modernization. The Agreement makes the following distinction between maintenance, modernization, and new construction:</p> <p>Maintenance/Preservation – Work on enrolled lands that is planned and performed on a routine basis to maintain and preserve the condition of the energy or transportation system or to respond to specific conditions and events that restore these systems to an adequate level of service.</p> <p>Modernization – Construction and other land disturbing activities involving the repair, replacement, and upgrading of existing infrastructure on existing enrolled lands. Examples include, but are not limited to, road surface repair, bridge construction and replacement, lane widening, interchange modification or construction, transmission line rebuilds,</p>

Question	Response
	<p>pipeline replacements, renewable energy infrastructure construction and modifications, and similar activities.</p> <p>New Construction - Construction and other land disturbing activities that either a) occurs substantially outside of enrolled lands, or b) any project or activity determined through an EIS to pose significant environmental, socioeconomic, historic or cultural impacts is considered as new construction. Examples include, but are not limited to, large construction projects pending complete project easement or land acquisitions, or projects triggering an EIS threshold due to planned impacts, such as large interstate highways, pipelines, transmission lines, new rail routes, or similar. New construction is excluded from covered activities. This term does not include activities that solely involve the repair, upgrade, or replacement of existing facilities within existing energy and transportation lands.</p> <p>In the example provided, to have incidental take coverage provided by the Agreement, acquired lands must a) be acquired (or leases/easements obtained), b) be included in an updated enrolled lands estimate provided by the Partner, and c) be managed through activities that meet the definition of either maintenance/preservation or modernization.</p>
Will utility cooperatives or other organizations who participate be considered as receiving Federal financial assistance?	Federal funding does not preclude or limit involvement in the Agreement. Nor does involvement in the Agreement constitute any receipt of Federal funding.

#### 4. Conservation Measures

Question	Response
When is herbicide application considered to be a conservation measure?	<p>Vegetation management activities such as mowing and herbicide use could be considered either covered activities or conservation measures. The distinction is made based on the treatment objectives, the implementation of the activity, and the anticipated end result on maintaining or creating open grassland or early successional habitat that can support either milkweed or flowering nectar plants.</p> <p>To distinguish between the two, the Partner should evaluate:</p> <ul style="list-style-type: none"> <li>a) Does the activity have the consideration of monarch habitat as part of the site or treatment management objectives (e.g. consideration for sustaining blooming nectar plants, along with other maintenance objectives such as safety, security, and reliability)?</li> </ul>



Question	Response
	<p>b) Does the activity likely benefit the monarch butterfly in the area being treated (e.g. will it sustain or enhance the presence of diverse, flowering plants as suitable habitat)?</p> <p>c) Does the activity attempt to avoid or minimize loss or negative impacts to suitable habitat and monarchs during the growing season when monarchs may be present?</p> <p>If the answer is yes to all three considerations, then the activity would be considered a conservation measure. If the answer to any of these conditions is 'no', then the activity would likely be considered a covered activity.</p>
What is considered suitable habitat for monarchs in the Agreement?	For the purposes of this Agreement, suitable habitat for monarchs consists of lands that provide either milkweed or potentially flowering nectar plants that may support monarch breeding or foraging needs at times of the year when monarchs are present. The presence of suitable habitat is verified through the sampling conducted via effectiveness monitoring, which validates the presence of baseline expectations for milkweed presence or minimum expected cover for potentially flowering nectar plants.

## 5. Enrolled Lands

Question	Response
What is the distinction between Enrolled Lands and the Covered Area in the Agreement?	<p>The covered area for this Agreement includes lands managed for energy and transportation uses within the migratory and breeding range of the monarch butterfly across the lower 48 states of the U.S. The covered area excludes documented overwintering sites. The covered area is the full geographic extent under which the Agreement is applicable. Enrolled Lands are lands that the Partners enroll within this broader area. The covered area includes the geographic extent to which Partners can add, remove, modify, or amend the Agreement to encompass enrolled lands.</p> <p>Enrolled lands are those lands (either owned, leased, permitted, or managed easements) within the covered area and identified in the applicant's Certificate of Inclusion. Eligible lands for enrollment include any non-Federal or Federal lands, properties, leases, and easements within the covered area on which conservation measures or covered activities may occur.</p> <p>To the extent that Federal lands are enrolled, the assurances provided under this CCAA/CCA would not apply on those lands. Partner specific estimates of enrolled lands will be included as part of each application, and modified in Certificates of Inclusion annually, as necessary. See Section 4 for additional information.</p>



Question	Response
Can you clarify what should be included or excluded from enrolled lands?	<p>As noted, enrolled lands may include any non-Federal or Federal lands, properties, leases, and easements within the covered area on which conservation measures or covered activities may occur.</p> <p>While the Agreement allows for the majority of energy and transportation lands to be eligible for enrollment, there are several conditions that would preclude inclusion as enrolled lands, or as a covered activity under the Agreement:</p> <ul style="list-style-type: none"> <li>• Documented overwintering sites for monarchs are excluded from the covered area within the Agreement.</li> <li>• Actions that pose threats of loss to other Federal-listed species, or environmental impacts determined to be significant as part of an EIS, are considered outside the scope of this Agreement.</li> <li>• New construction is excluded from covered activities. This term does not include activities that solely involve the repair, upgrade, or replacement of existing facilities substantially within existing energy and transportation lands. Construction and other land disturbing activities that either a) occurs substantially outside of enrolled lands, or b) involve any project or activity determined through an EIS to pose significant environmental, socioeconomic, historic or cultural impacts is considered to be new construction. Examples include, but are not limited to, large construction projects pending complete project easement or land acquisitions, or projects requiring an EIS due to planned impacts, such as large interstate highways, pipelines, transmission lines, new rail routes, or similar.</li> </ul>
How do we consider enrolled lands that may overlap with another Partner? Should we track these differently?	<p>Enrolled lands that potentially overlap with other Partners may still be included in individual Partner estimates of enrolled lands and adopted acres. To encourage participation and avoid coverage concerns, we encourage these Partners to enroll these overlapping acres, and work together to the extent practical to implement conservation measures. Partners will note where overlap of conservation measures occur with other Partners in their annual compliance reporting. Tracking used for the Agreement will help define when or where overlap may exist.</p> <p>As necessary, the Programmatic Administrator can use the tracking provided to describe the degree of overlap in conservation measures applied, and how it may be considered when reviewing the sum of net conservation benefit generated from the Agreement.</p>
For project construction purposes, we may maintain temporary construction easements that are typically one year or less in duration. Can these areas be	<p>These temporary easements can be fairly transient year-to-year. Under the Agreement, as drafted, it allows for modification of enrolled lands during the annual reporting to set updated targets for the following year. Since these temporary easements may come and go annually, they would need to be accounted for in the enrolled lands estimate included in the initial application, or in subsequent annual reporting.</p> <p>For example, a DOT has 10,000 acres of enrolled lands and expects about 200 acres of temporary construction easement in the coming year. They would like to have these temporary easements covered under the Agreement in the event that incidental take</p>

Question	Response
included in our enrolled lands? If so, how do we account for them?	coverage is necessary later. Considering this, they would note these temporary additions in their application or Certificates of Inclusion annually as a modification to their enrolled lands, and adjust their adopted acres target accordingly. The following year, they can either remove those temporary easement acres from their overall enrolled acres, or maintain them for future temporary easements.

## 6. Federal Lands

Question	Response
Is incidental take coverage provided for Federal lands through the Agreement, or would a partner still have to consult on activities on Federal lands?	<p>The final Agreement will be a combined CCAA/CCA that allows for its application across both Federal and non-Federal lands. However, incidental take coverage can only be granted on the non-Federal lands enrolled in the Agreement. Having a CCA incorporated into the Agreement means that the Service has also considered impacts to monarchs across <i>all lands</i>, both Federal and non-Federal lands, within their conference opinion and internal Section 7 consultation. Separate Section 7 consultation on activities on Federal lands would still be needed, but we expect that process should be streamlined for monarchs since, as a Partner in the Agreement, you would be able to demonstrate that the Service has already considered impacts through the conference opinion.</p> <p>It is our understanding that USFWS intends to provide a “consultation memo” that can be provided to Partners enrolled in the Agreement to support streamlined Section 7 consultations by Federal land managing agencies at a local level. We envision this memo will describe the completed consultation and the Agreement benefits to help facilitate that streamlining.</p>
Are projects using Federal funding on non-Federal lands covered by the Agreement?	Yes, both Federal and non-Federal funded projects are covered under the Agreement, regardless of where the funding is coming for the activity. However, incidental take coverage (in the event of a species listing) would not apply to activities on Federal lands. Projects or activities that may affect other listed species are not covered under the Agreement – separate coordination with USFWS will be required in that case.
How will Partners manage ROWs on Federal lands if the monarch becomes listed?	<p>Activities on Federal lands will still require inter-agency consultation on activities with potential impacts to monarchs. However, having the CCAA in place (along with the conference opinion being completed by the Service) is expected to streamline those required consultations between Federal agencies and USFWS.</p> <p>To help encourage streamlining Section 7 consultations for monarchs on Federal lands, the Service is considering providing Partners an “consultation memo” that can be the institutional legacy document that can be shared with local Federal land managers to document Partner involvement in the Agreement and that impacts analysis have already been consulted on for the species and covered activities.</p>

## 7. Implementation of the Agreement

Question	Response
What kind of detail should be in our implementation plan?	<p>A CCAA/CCA implementation plan will be completed by the Partner within one year from the date of their fully executed Certificate of Inclusion. A CCAA/CCA implementation plan will consist of a short plan describing:</p> <ul style="list-style-type: none"> <li>a) Roles and responsibilities - who (within their organization) is involved in implementation of the conservation measures, and applicable communication structure, and</li> <li>b) How the Partner intends to implement the conservation measures, tracking, monitoring, and reporting required in the Agreement, including <ul style="list-style-type: none"> <li>a. General timing and prescriptions for treatments,</li> <li>b. Timing expectations for tracking, monitoring, and reporting,</li> <li>c. Adopted acres,</li> <li>d. Ramp up period and annual targets during ramp up (if applicable),</li> <li>e. Adherence to any applicable quality control procedures internal to the Partner organization, and</li> <li>f. Funding for implementation (whether funding for conservation measures and other requirements comes from capital expenditures or operations and maintenance budgets).</li> </ul> </li> </ul>
Will Partners be required to do more than remove brush as their conservation measures?	<p>We expect most Partners will need to adopt more than one conservation measure to comply with the Agreement. As stated in Section 6.3 of the Agreement, Partners are expected to select one or more conservation measures to address each key threat within their control and achieve the expected annual adopted acres target.</p> <p>Each Partner enrolling in this Agreement will identify the suite of applicable conservation measures that:</p> <ul style="list-style-type: none"> <li>a) Address each of the key threats identified within control of the Partner;</li> <li>b) Can be implemented over the course of the Agreement by the Partner; and</li> <li>c) Can be conducted on enough lands to achieve the Partner's adopted acres target</li> </ul>

Question	Response
<p>All conservation measures are completely voluntary under the CCAA. It seems Participants do not receive any additional credit for Supplemental Measures. Is there a mechanism for recognizing and providing credit to Participants implementing these?</p>	<p>Net benefit under the Agreement is tied specifically to the adopted acres target. Supplemental measures do not directly yield on the ground adopted acres benefit.</p> <p>While Partners don't receive "credit" towards net benefit, these activities are important and worth documenting in annual reports. The Programmatic Administrator is considering additional ways of incentivizing and recognizing contributions of supplemental measures under the Agreement.</p>
<p>How are Applicants or Partners deciding what lands to include in, or leave out of, their enrolled lands in the Agreement?</p>	<p>Many Applicants consider enrolling all (or a large portion) of the lands they manage. Some of the primary considerations for this that we hear are:</p> <ol style="list-style-type: none"> <li>1. Incidental take coverage (if the monarch is listed) is only provided to lands and covered activities on enrolled lands.</li> <li>2. For consistency and coverage, most err on the side of enrolling most or all lands they manage.</li> <li>3. Once enrolled, a Partner can modify lands as necessary (i.e. add or remove).</li> </ol> <p>The Agreement requires each Partner to define which lands will be enrolled. A Partner might decide to delineate enrollment by a geographic area (i.e. within a specific city, or county), or by system designations such as individual highway corridors, milepost-to-milepost segments, or other distinction. As long as the distinction of enrolled/not enrolled lands is clear, then the Programmatic Administrator allows the Partner to delineate enrolled lands however best fits their system.</p>
<p>What are the requirements for tracking locations of implemented conservation measures?</p>	<p>Section 14.1 in the Agreement describes the requirements for tracking conservation measures. The Agreement leaves flexibility for Partners to use their own internal tracking systems, provided that the information is provided in a consistent manner.</p> <p>Generally, measures can be mapped or tracked programmatically, or on a site-specific basis. Locations where conservation measures can be tracked individually via a tracking sheet or geospatial mapping. Broader programmatic conservation measures, such as conservation mowing, can be reported at a statewide (or finer) scale. Individual sites do not require mapping, but would need to be tracked or recorded some other way to ensure that they can be field-verified (e.g. reported treatment locations, road and mile post locations, span lengths, or acreages by location).</p>

Question	Response
Why is the required monitoring so minimal? Why doesn't monitoring include more variables to account for site trends and changes?	<p>Monitoring required for the CCAA is intended to verify the presence of monarch habitat on adopted acres. Monitoring can require extensive time and costs. Detailed monitoring requirements would therefore reduce the ability of many Partners to enroll in the Agreement. Our goal for required monitoring was to verify the presence of habitat using a protocol that is simple, effective, and consistent with other available protocols evaluating monarch habitat.</p> <p>There are many reasons why a Partner may be interested in additional or expanded methods for monitoring, such as long-term evaluation of habitat quality, trends over time, or response to specific management actions. The Agreement encourages Partners to undertake supplemental monitoring using any of the established methodologies for doing so, including the Rights-of-Way as Habitat Working Group Pollinator Scorecard, the Monarch Joint Venture's Integrated Monarch Monitoring Program, or other established assessment and monitoring protocols.</p>

## 8. Potential Listing of the Monarch Butterfly in Relation to the Agreement

Question	Response
Why would we assume listing the monarch will change current work practices?	<p>Monarchs breed on milkweed and require flowering plants for nectar. If the species is listed, direct impacts to areas containing milkweed could constitute incidental take under the Endangered Species Act. This could pose major limitations on construction and maintenance work. Continuing current practices of vegetation management and removal would likely require Section 7 consultation or development of a Section 10 agreement (e.g. Habitat Conservation Plan) in order to comply with the Endangered Species Act.</p> <p>Until the Service makes a listing determination, we won't know if or how a potential listing might impact current work practices. Regardless of the listing outcome, or any changes that may occur over time, the Agreement gives certainty that work could continue without delays for compliance with the Endangered Species Act, as long as Partners are complying with the Agreement.</p>
Why must Partners join prior to an effective listing date?	<p>We recommend anyone considering enrollment in the Agreement consider applying sooner than later. The Agreement can only be enrolled into up until the effective listing date for monarchs, should it be determined to warrant listing by USFWS. Without another conservation agreement, land managers would be required to adhere to whatever restrictions or avoidance measures are required by a listing decision.</p> <p>Interested parties can get "credit" through an alternative conservation agreement such as a Safe Harbor Agreement (SHA) or Habitat Conservation Plan (HCP) after a listing occurs. However, those agreements are more complex and require added time and data (e.g. demonstrating current habitat availability and estimating impacts to monarchs) to prepare and adopt. Comparatively, the CCAA is a more streamlined and less expensive option, with multi-agency support. In addition, a SHA or HCP may be less flexible than the Agreement.</p>

Question	Response
Is the Agreement considered a 4(d) exemption? If not, how is the Agreement considered in a regulatory framework?	<p>4(d) exemptions are included in the listing decision for a species. Because the monarch is not currently a listed species, this Agreement is not a 4(d) exemption.</p> <p>Upon approval of the Agreement and satisfaction of all other applicable legal requirements, the Service will issue an Enhancement of Survival (EOS) Permit, in accordance with section 10(a)(1)(A) of the ESA. The permit would include the regulatory assurances set forth in the ESA at CFR 50 17.22(d)(5) and 17.32(d)(5), should the species become listed. The Agreement is completely voluntary, and Partners can choose to opt out at any time. The Service does not penalize anyone from withdrawing from the Agreement.</p>

## 9. Relation to Other Regulatory Considerations

Question	Response
How does the Agreement account for noxious weeds and other invasive species?	<p>Each state maintains its own list of regulated noxious weed species requiring control under their state law. The Agreement cannot conflict, nor supersede, this or any other state law. Partners would still be required to control noxious weeds consistent with the current laws and regulations where they operate. The conservation measures for mowing and targeted herbicide treatments can also apply to noxious weed control, as noted in Section 6, conservation measures.</p> <p>For effectiveness monitoring purposes, the 10% minimum threshold for potentially blooming nectar plants includes consideration of all broadleaf species that can potentially be a nectar source for monarchs. This broad definition would technically include some species defined as noxious weeds or invasive species, so long as these species meet the definition of “potentially blooming nectar plants” that benefit pollinators.</p>
Why doesn't the Agreement require Partners to control all invasive species?	<p>The Agreement acknowledges that all flowering plants, not only native species, can provide beneficial nectar sources for monarchs and other pollinators. It also recognizes that we do not want to encourage the spread of invasive species unintentionally through conservation measures included in this Agreement. Last, it also recognizes that energy and transportation entities do not have unlimited resources to control invasive and noxious weeds. Therefore, invasive species control is encouraged, but not mandated within the Agreement, for both logistical and biological reasons.</p> <p>Participation in the Agreement is voluntary. Energy and transportation lands are managed primarily for their safe and reliable operation. If invasive species control was a requirement, it is very likely that enrollment in the Agreement would be unachievable due to added costs and resources required for Partners to conduct extensive invasive species control operations.</p> <p>From a biological perspective, the Agreement recognizes that not all non-native or invasive species are the same. Some non-native flowering plants can provide beneficial nectar sources for monarchs and other pollinators. Others can pose ecological threats to</p>

Question	Response
	biodiversity. Recognizing that some invasive plants can pose threats, the Agreement does provide incentives for controlling invasive species and preventing their introduction. Overall, the Agreement encourages establishment of native flowering plants where possible, while also acknowledging the reality that some non-native or invasive species will be present.
I have other listed pollinators like rusty patched bumble bee and Karner blue butterfly on my lands. Does the Monarch Agreement provide "regulatory credit" for benefits to other listed pollinator species?	<p>Addressing other listed, or candidate, species is outside the scope of this Agreement. Partners must consider those other species requirements where applicable. The Agreement is not considered applicable in areas where activities may result in take of other Federally-listed species.</p> <p>Currently, the Agreement does not contain language to cover benefits to other listed, or candidate, pollinators. However, if successful, this Agreement can provide a template for a future Safe Harbor Agreement or CCAA for other candidate pollinators. Due to the time constraints faced in developing this Agreement, it is limited to a single species (monarchs).</p>
What are the benefits of entering the Agreement, and how does it differ from how we currently manage other listed Lepidoptera (moth, skipper, and butterfly) species?	<p>Monarch is more widespread than other listed Lepidoptera, and therefore, if listed, has greater potential for restricting vegetation management and construction activities. This Agreement poses several important considerations for maintaining operational flexibility for energy and transportation lands:</p> <ul style="list-style-type: none"> <li>a) By committing to upfront conservation in the Agreement, additional restrictions could potentially be avoided, if listing were to occur.</li> <li>b) The Agreement is programmatic and designed to address consistency throughout Applicant's systems, therefore individual projects wouldn't need separate consultations or have different management practices required by agency staff in regards to monarchs.</li> <li>c) The Agreement allows for maximum flexibility focused on the ability to designate where monarch habitat will be maintained, and the ability to rotate those lands throughout the system as projects on ROW make habitat unsuitable or impacted.</li> </ul>

**For More Information, Contact:**

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