

# DEPARTMENT OF THE INTERIOR

## Bureau of Land Management

### Coastal Plain Alaska, Oil and Gas Lease Sale 2021

**AGENCY:** Bureau of Land Management, Alaska State Office

**ACTION:** Detailed Statement of the Sale

#### **1. Authority.**

The Bureau of Land Management (BLM) is issuing this Coastal Plain (CP) Detailed Statement of the Sale (DSS) under the authority of Section 20001 of the Tax Cut and Jobs Act, Public Law 115-97 (Dec. 22, 2017; 131 Stat. 2235). Section 20001(b)(1) of PL 115-97 lifted a prior prohibition on oil and gas leasing and development in the Arctic National Wildlife Refuge that had been established by Section 1003 of the Alaska National Interest Lands Conservation Act, Public Law 96-487, as that prohibition pertained to the Coastal Plain. Section 20001(b)(2)(A) of PL 115-97 went further to require the Secretary of the Interior (Secretary), acting through the Bureau of Land Management (BLM), to establish and administer a competitive oil and gas program for the “leasing, development, production, and transportation of oil and gas in and from the Coastal Plain.” The BLM is required to manage the oil and gas program on the Coastal Plain “in a manner similar to the administration of lease sales under the Naval Petroleum Reserves Production Act of 1976 (42 U.S.C. 6501 et. seq.) (including regulations).” Except as provided for in Section 20001 of Public Law 115-97, the Coastal Plain Oil and Gas Leasing Program Record of Decision (ROD) signed by the Secretary of the Interior on August 17, 2020, in this Detailed Statement of Sale, or otherwise determined by the BLM to be inapplicable due to differences between the two NPR-A and Coastal Plain programs, the regulations in Title 43 of the Code of Federal Regulations (CFR) Part 3130 applicable to lease sales within the National Petroleum Reserve – Alaska (NPR-A lease sales) shall apply to this lease sale within the Coastal Plain of the Arctic National Wildlife Refuge. Section 20001(c)(1) of PL 115-97 requires that at least two lease sales be held by December 22, 2024, including the first by December 22, 2021, and that each sale offer for lease at least 400,000 acres of the highest hydrocarbon potential lands within the Coastal Plain. Section 20001(c)(2) of PL 115-97 requires the BLM to issue any rights-of-way or easements across the Coastal Plain for “exploration, development, production, or transportation necessary to carry out the program.” Additionally, Section 20001(c)(3) of PL 115-97 requires the BLM to authorize up to 2,000 surface acres of federal land to be covered by production and support facilities.

The Notice of Sale has been published in the Federal Register at least 30 days prior to January 6, 2021, the scheduled date of sale. This DSS is being made available to the public immediately thereafter on the BLM website at: <http://www.blm.gov/alaska>. The tracts described in this DSS are being offered for competitive oil and gas lease by sealed bid to the highest qualified bidder. The Locator Map and description of tracts being offered are provided in the Exhibits of this DSS. The tracts in this sale are subject to stipulations and required operating procedures (ROPs) established by the ROD. The tracts offered are listed in Exhibit B and may be amended or withdrawn after taking into account information received in response to the Call for Nominations and Comments for the Coastal Plain Alaska Oil and Gas Lease Sale published in the Federal Register November 17, 2020 and at any time prior to issuance of a written acceptance of a bid. BLM will consider all nominations and comments timely submitted. The United States reserves the right to withdraw any tract from this sale prior to issuance of a written acceptance of a bid. Also reserved is the right to reject any and all

bids received for any tract, regardless of the amount offered. Stipulations and ROPs are in Exhibit C. Tracts affected by the site-specific stipulations are identified in the tract descriptions in Exhibit B. Exhibit B is based on the BLM's current mapping. Stipulations to all leases as appropriate are based upon mapping current at the time of application for BLM authorization for post-leasing activity.

## **2. Minimum Bid, Yearly Rental, and Royalty System.**

The lands described herein are offered for competitive oil and gas lease sale by sealed bid to the qualified bidder submitting the highest cash bonus bid in accordance with the statutory and regulatory authorities cited above. The minimum bid, yearly rental, and royalty rate that apply to this sale are specified below. The minimum bid amount stated below is the minimum amount acceptable to be considered a valid bid.

Leases issued as a result of this sale will have primary terms of ten (10) years.

<b>Variable</b>	<b>Tracts</b>
Minimum Bid	\$25.00 or more per acre or fraction thereof
Fixed Royalty Rate	16.67 percent
Rental Rate and Minimum Royalty	\$10.00 per acre or fraction thereof

## **3. Acreage and Land Status.**

The acreage for each tract is shown on Exhibit B. The successful bidders will be advised of any required adjustments (additional payments or refunds) to the advanced rental payments prior to lease issuance. High bonus bids will be based on the highest bid per tract and will not be affected by such acreage adjustments. Most of the tracts will be free of encumbrances, but some are affected by conveyances to Native Allottees.

## **4. Split Estate Tracts.**

The lessee has a right to access so much of the surface as is reasonably necessary to explore and develop the lease but will be responsible for negotiating any surface use and access issues with the surface owner or managing surface agency for split-estate lands. For Certified Native Allotments, the lessee must also obtain approval from the Bureau of Indian Affairs. If a bidder wants to review the land status of particular tracts prior to bidding, details for obtaining the pertinent status plats are found at paragraph 9.

## **5. Filing of Bids.**

Bidders must comply with the following requirements. Times specified hereafter are Alaska Standard Time.

- a) No bid will be accepted for less than an entire tract as described in Exhibit B. For each tract bid upon, a bidder must submit a separate signed bid in a sealed envelope labeled "Sealed

Bid for CP Oil and Gas Lease Sale Tract No. 2021-CP-XXX and not to be opened until 10:00 AM, January 6, 2021". There will be public viewing on BLM's website via video live streaming at [www.blm.gov/live](http://www.blm.gov/live). Details of the information required on the bid(s) and the bid envelope(s) are specified in the document "Bid Form and Envelope" contained in the DSS as Exhibit D.

Each bid must be accompanied by a bid deposit of 1/5th of the bonus bid amount in U.S. currency or by cashier's check, bank draft, or certified check, payable to the Department of the Interior, Bureau of Land Management. This deposit will be forfeited if a bidder, after being determined the highest qualified bidder, fails to sign the lease or otherwise comply with applicable regulations.

Bidders submitting joint bids must state on the bid form (Exhibit D) the proportionate interest of each participating bidder, in percent to a maximum of five decimal places, e.g., 33.33333 percent. The BLM may require bidders to submit other documents consistent with the regulations for NPR-A lease sales found at 43 CFR Part 3130. The BLM warns bidders against violation of 18 U.S.C. 1860 prohibiting unlawful combination or intimidation of bidders. Further, consistent with 43 CFR Subpart 3132.5(b) which is being made applicable to this lease sale, the "United States reserves the right to reject any and all bids received for any tract, regardless of the amount offered."

Submission of a bid constitutes certification of compliance with the requirements found in 43 CFR Part 3130 and being made applicable to this lease sale. Anyone seeking to acquire a Federal oil and gas lease may be required to submit additional information to show compliance with these requirements. A statement to this effect must be included on each bid (see the document "Bid Form and Envelope" contained in this DSS as Exhibit D).

Bidders also need to submit with their bids a "Bidder Contact Form" (Exhibit E) which identifies contact information relative to the bids. **This form must not be included in a bid envelope but be submitted with the bids.**

- b) Sealed bids must be received by the BLM Alaska State Office, 222 West 7th Avenue #13, Anchorage, Alaska 99513-7599, during normal business hours (8 a.m. to 4:00 p.m.) no earlier than 8:00 a.m. on December 21, 2020 and prior to the Bid Submission Deadline at 4:00 p.m., December 31, 2020. If bids are received earlier or later than provided for in the times and dates specified above, they will be returned unopened to the bidders. Bidders may not modify or withdraw their bids unless the BLM receives a written modification or written withdrawal request prior to 4:00 pm December 31, 2020.
- c) Bid Opening. The public opening and reading of the bids for the CP oil and gas lease sale will be available for public viewing on BLM's website via video live streaming at [www.blm.gov/live](http://www.blm.gov/live). The venue will not be open to the general public, media, or industry.
- d) Natural Disasters. In the event of a natural disaster, the Alaska State Office may extend the bid submission deadline. Bidders may call (907) 271-5960 for information about the possible extension of the bid submission deadline due to such an event.
- e) Tied Bids. In the event the highest bids are tie bids, the tying bidders are allowed to submit on or before 10:00 AM, January 21, 2021, additional sealed bids to break the tie. The

additional bids must include any additional amount necessary to bring the amount tendered with his/her bid to 1/5<sup>th</sup> of the additional bid. Additional bids to break the tie will be opened on the date above, or as soon as practicable after receipt of bids from all tying bidders. When known, the date and time of that additional bid opening will be announced through a press release, information on BLM's website and direct notice to the tying bidders and will be available for public viewing on BLM's website via video live streaming at [www.blm.gov/live](http://www.blm.gov/live). The venue will not be open to the general public, media, or industry. The opening of the tied bids are for the sole purpose of publicly announcing and recording the tie breaking bids received, and no bids will be accepted or rejected at that time.

If tie breaking bids are received later than the time and date specified above, they will be returned unopened to the bidders. Bidders may not modify or withdraw their additional bids unless the BLM receives a written modification or written withdrawal request prior to 10:00 AM on January 21, 2021, or prior to the date and time for the additional bid opening, as described above.

#### **6. Deposit of Payment.**

Any payments made in accordance with paragraph 5 will be deposited by the Government in a non-interest-bearing account during the period the bids are being considered. Such a deposit does not constitute and shall not be construed as acceptance of any bid on behalf of the United States.

#### **7. Acceptance, Rejection, or Return of Bids.**

No lease for any tract will be awarded to any bidder, unless:

- a) The bidder has complied with all requirements of this DSS, including the requirements listed on documents contained therein, and the applicable regulations;
- b) The bid is the highest valid bid; and
- c) The amount of the bid provides for a cash bonus as specified in Paragraph 2.

Any bid submitted which does not conform to the requirements of this DSS, the laws, and regulations cited in paragraph 1 of this DSS, and other applicable regulations may be returned to the person submitting that bid by the BLM and not considered for acceptance.

#### **8. Successful Bidders.**

The following requirements apply to successful bidders in this sale:

- a) Lease Issuance. The BLM will require each person who has submitted a bid accepted by the Authorized Officer (AO) to execute copies of the Lease Form (sample) shown in Exhibit H of this DSS, pay the balance of the bonus bid along with the first year's annual rental and the lease processing fee for each lease issued (as described in 43 CFR 3132.3), and satisfy the bonding requirements in 43 CFR Subpart 3134.
- b) Who May Hold Leases. As described in 43 CFR 3132.1, leases issued may be held only by the following:
  - (1) Citizens and nationals of the United States;

- (2) Aliens lawfully admitted for permanent residence in the United States as defined in 8 U.S.C. 1101(a)(20);
  - (3) Private, public or municipal corporations organized under the laws of the United States or of any State or of the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or any of its territories; or
  - (4) Associations of such citizens, nationals, resident aliens or private, public, or municipal corporations.
- c) **Bonding Requirements.** Prior to the effective date of an issued lease, an individual lease surety or personal bond must be furnished to the AO in the sum of \$100,000 conditioned on compliance with all the lease terms, including rentals and royalties, and stipulations. An individual lease bond will not be required if a bidder already maintains or furnishes an CP-wide bond in the sum of \$300,000 conditioned on compliance with the terms, conditions, and stipulations of all oil and gas leases held by the bidder within the CP, or maintains or furnishes a nationwide bond and furnishes a rider thereto sufficient to bring total coverage to \$300,000 and extending coverage to all of the bidder's oil and gas leases within the CP. A copy of the bond form is included in the DSS as Exhibit F. See Exhibit G for the Geophysical Exploration Rider Form for Use with CP –wide bonds.

## **9. Description of the Areas Offered for Bids.**

**Areas Available for Leasing.** Land status data regarding tracts offered for lease may be found on the official Master Title Plats (MTPs) available for review or sale at \$1.10 each in the BLM Public Information Center located on the first floor of the Federal Building and Courthouse, 222 West 7th Avenue, #13, Anchorage, Alaska 99513-7599. MTPs are also available on the BLM website at: <http://sdms.ak.blm.gov/sdms/>. These tracts are shown on the Locator Map of Exhibit A and are described in detail in Exhibit B of this DSS.

## **10. Lease Terms and Stipulations.**

- a) Leases resulting from this sale will have initial terms of 10 years. The terms of leases may be extended or renewed in the same manner as provided for NPR-A lease sales at 43 CFR 3135.1-5 and 3135.1-6, respectively. A sample of the lease form is available as Exhibit H of this DSS.
- b) The applicability of general and special lease stipulations and best management practices are explained in Exhibit C. The standard stipulations will become a part of all leases. The special stipulations and protection measures affecting each tract are identified in the tracts offered description on Exhibit B will become a part of the leases for those tracts.

## **11. Information to Lessees.**

**Surface Development and Access:** Section 20001(c)(2) of Public Law 115-97 states that the Secretary acting through the BLM “shall issue any rights-of-way or easements across the Coastal Plain for the exploration, development, production, or transportation necessary to carry out this section.” BLM interprets the plain language of this provision as requiring that it authorize any such rights-of-way necessary to carry out the Coastal Plain oil and gas program established by Section 20001 of PL 115-97. This provision ensures that successful implementation of the mandated oil and gas program in this remote frontier region not be frustrated by the unavailability of necessary access. Off-lease rights-of-

way and easements necessary for development under a particular lease will be granted, as well as any right-of-way or easement necessary to carry out the oil and gas program across the Coastal Plain.

Section 20001(c)(3) of Public Law 115-97 provides that BLM shall authorize up to 2,000 surface acres of Federal land on the Coastal Plain to be covered by production and support facilities (including airstrips and any area covered by gravel berms or piers for support of pipelines) during the term of the leases under the oil and gas program. This mandate, requiring the authorization of up to 2,000 surface acres of Federal land to be covered by production and support facilities during the term of the leases, will be carried out through leases that allow for regulation of facilities but may not preclude such infrastructure. If a lessee discovers oil or gas, it may seek approval to develop the resources by submitting an application for a permit to drill that includes a drilling plan and a surface use plan of operations. This statutory requirement functions as a directive to BLM that it must not deny or unreasonably limit development of production and support facilities on the Coastal Plain until 2,000 surface acres are covered by production and support facilities.

- a) The ROD established Required Operating Procedures (ROPs) for the CP. These are pre-application requirements, procedures, management practices, or design features that BLM has adopted as operational requirements. These requirements will be addressed through the permitting process. An oil and gas lease does not in itself authorize any on-the-ground activity. Seismic operations, drilling, ice road construction, pipeline construction, etc. require additional land use authorizations from the BLM. Any applicant requesting such authorization will have to address the required operating procedures either before submitting the application (e.g., subsistence consultation) or as part of the application proposal (e.g., proposal states garbage will not be buried, or pipelines and roads will be separated by 500 ft or more). Requirements that are met prior to submission of the application, as well as procedures, practices, and design features that are an integral part of a proposal, do not need to be stipulated in a permit or lease. Because ROPs are operational requirements and not lease stipulations, their applicability goes beyond oil and gas leasing to any permitted activity where the requirement is relevant.

Consistent with the terms of the lease rights granted and other applicable law (including Section 20001 of Public Law 115-97), the AO may add additional conditions of approval as determined necessary following analysis under National Environmental Policy Act (NEPA) [42 U.S.C. 4321 et seq.] and as developed through consultation with federal, state, and North Slope Borough (NSB) regulatory and resource agencies. Laws or regulations may require other federal, state, and NSB permits (e.g., Clean Water Act [CWA] Section 404) for an oil and gas project to proceed. Specific state permits are required when the state has authority, under federal or state law or regulation, to enforce the provision in question. Specific permits issued by federal agencies other than BLM could include permit conditions that are more stringent than those identified in the ROD.

The Stipulations and ROPs for the planning area are available in Exhibit C: Appendix A of the ROD. A detailed discussion of ROPs is in the ROD's Appendix A.

- b) Energy Policy Act of 2005. On August 8, 2005, the Energy Policy Act of 2005 was signed into law. The BLM issued a final regulation, codified at 43 CFR Part 3130, effective March 5, 2008, which implemented the change in lease terms mandated by the Act. In furtherance of the statutory direction to “manage the oil and gas program on the Coastal Plain in a manner similar to the administration of lease sales under the Naval Petroleum Reserves Production Act of 1976 (42 U.S.C. 6501 et seq.) (including regulations),” required by

Section 20001(b)(3) of PL 115-97, the change in lease terms mandated by the Energy Policy Act of 2005 will be applicable to all leases except as otherwise provided in Section 20001 of Public Law 115-97, the ROD, this DSS, or otherwise determined by the BLM to be inapplicable..

- c) Conservation of Surface Values for CP Planning Area Land. The lessee, his agents, contractors, subcontractors, and operators (hereafter referred to as "Lessee") will operate within the Coastal Plain Oil and Gas Leasing Program in the Arctic National Wildlife Refuge (ANWR) in Alaska. The leasing program is required by Section 20001 of Public Law 115-97. The BLM, not FWS, has jurisdiction to authorize and administer uses related to the oil and gas program. Lessee will be required to protect identified resource values and to operate in accordance with applicable stipulations and required operating procedures described in the CP ROD.

Prior to entry upon the CP for purposes of conducting geophysical operations, the Lessee shall obtain a permit authorizing specific geophysical exploration activities from the BLM Arctic District Office. Such permit shall provide for conditions, restrictions, and prohibitions as the AO deems necessary or appropriate to mitigate reasonably foreseeable and significant adverse effects upon the surface resources, including bonding for geophysical activities not covered by a lease bond, CP-wide bond, or Nationwide bond with CP and geophysical exploration riders.

The Lessee shall comply with all applicable laws and regulations, including state and local laws and codes governing the emission or discharge of pollutants from activities which are embraced in the lease permit. Surface disturbing activities may be prohibited during muddy and/or wet soil periods. This limitation does not apply to operations and maintenance of producing wells using authorized roads. During periods of adverse weather conditions, all activities creating irreparable impacts may be suspended. The lessee is advised that conducting activities related to leases issued as a result of this lease sale will be subject to 43 CFR Part 3130 and 43 CFR Part 3160 and to the provisions of Onshore Oil and Gas Order No. 1, unless otherwise determined inapplicable by the BLM. BLM will add such site-specific conditions of approval derived from the Environmental Assessment / Environmental Impact Statement and the associated field examination, as necessary, to ensure conservation of resource values. These will be in addition to stipulations attached to and made a part of each oil and gas lease.

- d) Early Filing of Applications for Permit to Drill (APD) Recommended The Lessee, the AO, the appropriate Borough and/or Native Regional or Village Corporation (when a subsistence stipulation is part of the lease) and Arctic District Office representatives should hold a conference at least one year prior to each onsite inspection of the proposed drill pad to discuss pertinent stipulations, applicable regulations, other permits, and any research survey and/or analysis and report formats required of the Lessee to complete the APD or to be considered in the formulation of a drilling plan. Common practice dictates that Environmental Assessments/ Environmental Impact Statements and staking must coincide with the snow-free season.

It is recommended that APDs be filed by early to mid-summer and at least six months prior to proposed commencement of drilling operations. This will aid BLM in completing necessary surface and environmental field inspections which can be completed only during the summer months. It will also provide the time required to gather site specific subsistence information

and allow for analysis and coordination with other federal, state, and local entities. Early filing of an APD will provide a greater likelihood of a timely decision.

- e) Other Permits The Lessee is responsible for obtaining all required federal, state, local, or private permits and authorizations prior to commencing any operations.
- f) Gravel Extraction Use of federal gravel resources, which is contemplated by and necessary to accomplish the purposes of Section 20001 of the Tax Act (PL 115-97), must also be in compliance with BLM regulations, which require, among other things, that a mineral material sale contract be obtained from the appropriate office (Arctic District Office) for the purpose of gravel extraction and use. Use of sand and gravel from Certified Native Allotments must be arranged with the allottee and the Bureau of Indian Affairs. The Lessee is advised that gravel is a limited commodity within the Coastal Plain, so conservation of gravel is of utmost concern.
- g) Endangered Species Act Section 7 Consultation Stipulation The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. The BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. The BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. §1531 *et seq.*, including completion of any required procedure for conference or consultation.
- h) Cultural Resources and Tribal Consultation Stipulation This lease may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, Executive Order 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations (e.g., State Historic Preservation Officer (SHPO) and tribal consultation) under applicable requirements of the NHPA and other authorities, as outlined in the *Final Programmatic Agreement Among United States Department of the Interior, Bureau of Land Management, Alaska State Preservation Officer and Advisory Council on Historic Preservation Regarding the Coastal Plain Oil and Gas Leasing Program*, executed on October 4, 2019 and available for review at <https://eplanning.blm.gov/eplanning-ui/project/102555/570>.
- i) Equal Employment Opportunity The Lessee is advised that, during the period of operations within NPR-A, the Lessee will ensure equal employment opportunity consistent with the authority contained in Section 10 of the Oil and Gas Lease Form.



## **12. Detailed Statement of Sale.**

Copies of this DSS and the individual Exhibits contained therein are available from the BLM Alaska State Office, either by written request, the BLM website, or by telephone request at (907) 271-5960.

The following Exhibits are included in the DSS and contain additional information essential for bidders. Bidders are expected to understand the information contained therein.

**Exhibit A:** Locator Map of Tracts Offered

**Exhibit B:** Description of Tracts Offered

**Exhibit C:** Appendix A of the CP Record of Decision with the Lease Stipulations and Required Operating Procedures

**Exhibit D:** Bid Form and Envelope

**Exhibit E:** Bidder Contact Form

**Exhibit F:** Oil and Gas Lease Bond Form 3000-4 (This form may be used for lease, statewide, nationwide, or CP-wide bonds).

**Exhibit G:** Coastal Plain Wide Oil and Gas Lease Bond Geophysical Exploration Rider

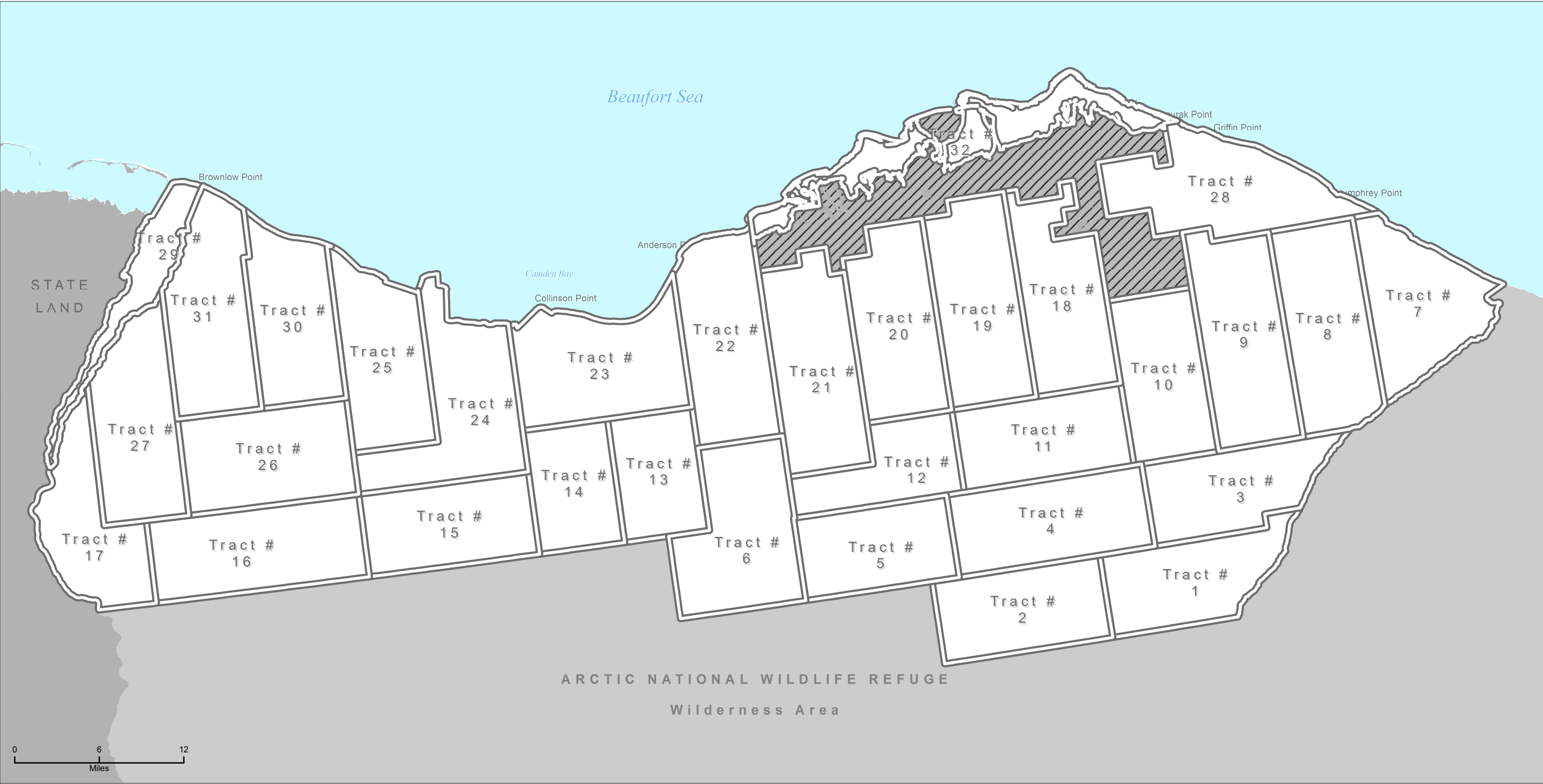
**Exhibit H:** Sample Coastal Plain Lease Form



# **EXHIBIT A**

## **Locator Map of Tracts Offered**





- Excluded from Public Law 115-97
- Coastal Plain or outside the BLM's oil and gas leasing authority
- Lease Tract



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



# **EXHIBIT B**

## **Description of Tracts Offered**

**NOTE 1:** All lands are based on the Umiat Meridian.

**NOTE 2:** Exhibit B is based on the BLM's current mapping. Stipulations apply to all leases as appropriate based upon mapping current at the time of application for BLM authorization for post-leasing activity.

**NOTE 3:** The coastal boundary of the ANWR Coastal Plain is defined by reference to geographic features that migrate, accrete, and erode in response to natural phenomena such as ocean currents, waves, storm surges, and sea ice. As a result, the coastal boundary is naturally ambulatory and will change over time. Therefore, the coastal lease tracts depicted in Exhibit A and described below in Exhibit B utilize geospatial data agreed to by the United States and the State of Alaska as an administrative lease line. It does not constitute an official survey but establishes an administrative line that both parties have agreed to use to determine lease tracts. The line does not represent the actual boundary of the Arctic National Wildlife Refuge, which is ambulatory and will therefore migrate as a result of changes in relevant physical features. The line is a reasonable representation, based on geospatial data and information currently available, of the current coastal boundary of the ANWR Coastal Plain for purposes of lease administration. The title to lands offered for lease, or leased, would continue to be governed by the physical location of the Arctic National Wildlife Refuge ambulatory coastal boundary.

### Coastal Plain Tracts

Tract #	MTR	SEC	STIPULATIONS	TRACT ACRES
<b>2021-CP-001</b>	T3N, R36E	Secs 1-36 1f(iii), 7	1f(iii), 2, 3, 5, 6, 7, 8, 9, 11	45,380
	T3N, R37E	Secs 1-24, 26-34 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	
	T3N, R38E	Secs 5-8, 18 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	
	T4N, R38E	Secs 31-33 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-002</b>	T3N, R34E	Secs 1-36 1(d,e), 7	1(d,e), 2, 3, 5, 6, 7, 8, 9, 11	45,618
	T3N, R35E	Secs 1-36 1(e), 7	1(e), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-003</b>	T4N, R36E	Secs 1, 2, 11-14, 23-26, 35, 36 1f(iii), 7	1f(iii), 2, 3, 5, 6, 7, 8, 9, 11	44,609
	T4N, R37E	Secs 1-36 7	2, 3, 5, 6, 7, 8, 9, 11	
	T4N, R38E	Secs 1-12, 14-22, 27-30 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	
	T4N, R39E	Secs 5 & 6 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-004</b>	T4N, R34E	Secs 1-4, 9-16, 21-28, 33-36 1(d,e), 7	1(d,e), 2, 3, 5, 6, 7, 8, 9, 11	53,112
	T4N, R35E	Secs 1-36 1(e), 7	1(e), 2, 3, 5, 6, 7, 8, 9, 11	
	T4N, R36E	Secs 3-10, 15-22, 27-34 1f(iii), 7	1f(iii), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-005</b>	T4N, R32E	Secs 1-3, 10-15, 22-27, 34-36 1(b), 7	1(b), 2, 3, 5, 6, 7, 8, 9, 11	41,592
	T4N, R33E	Secs 1-36 1(b,d) 7	1(b,d), 2, 3, 5, 6, 7, 8, 9, 11	
	T4N, R34E	Secs 5-8, 17-20, 29-32 1(d,e), 7	1(d,e), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-006</b>	T4N, R31E	Secs 1-36 1f(i), 7	1f(i), 2, 3, 5, 6, 7, 8, 9, 11	56,905
	T5N, R31E	Secs 1-36 1f(i), 7	1f(i), 2, 3, 5, 6, 7, 8, 9, 11	
	T4N, R32E	Secs 4-9, 16-21, 28-33 1f(i), 7	1f(i), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-007</b>	T5N, R39E	Secs 1-22, 29 & 30 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	50,640
	T6N, R39E	Secs 1-36 4, 7	2, 3, 4, 5, 6, 7, 8, 9, 11	



Tract #	MTR	SEC	STIPULATIONS	TRACT ACRES
	T7N, R39E	Secs 19-21, 27-36 4, 7	2, 3, 4, 5, 6, 7, 8, 9, 11	
	T5N, R40E	Secs 4-8 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	
	T6N, R40E	Secs 6-8, 16-22, 27-34 1(c), 4, 7	1(c), 2, 3, 4, 5, 6, 7, 8, 9, 11	
<b>2021-CP-008</b>	T5N, R38E	Secs 1-36 1(c), 7	1(c), 2, 3, 5, 6, 7, 8, 9, 11	56,500
	T6N, R38E	Secs 1-36 7	2, 3, 5, 6, 7, 8, 9, 11	
	T7N, R38E	Secs 19-36 7	2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-009</b>	T5N, R37E	Secs 1-36 7	2, 3, 5, 6, 7, 8, 9, 11	58,544
	T6N, R37E	Secs 1-36 7	2, 3, 5, 6, 7, 8, 9, 11	
	T7N, R37E	Secs 17-36 7	2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-010</b>	T5N, R36E	Secs 1-36 1(fiii), 7	1(fiii), 2, 3, 5, 6, 7, 8, 9, 11	45,891
	T6N, R36E	Secs 1-36 7	2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-011</b>	T5N, R34E	Secs 1-36 1(d, e), 7	1(d,e), 2, 3, 5, 6, 7, 8, 9, 11	45,986
	T5N, R35E	Secs 1-36 1(e, fiii), 7	1(e, fiii), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-012</b>	T5N, R32E	Secs 19-36 1(b), 7	1(b), 2, 3, 5, 6, 7, 8, 9, 11	34,501
	T5N, R33E	Secs 1-36 1(d), 7	1(d), 2, 3, 5, 6, 7, 8, 9, 11	
<b>2021-CP-013</b>	T5N, R30E	Secs 1-36	2, 3, 5, 6, 8, 9, 11	34,455
	T6N, R30E	Secs 19-36	2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-014</b>	T5N, R29E	Secs 1-36 1(fv)	1(fv), 2, 3, 5, 6, 8, 9, 11	34,455
	T6N, R29E	Secs 19-36 1(fv)	1(fv), 2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-015</b>	T5N, R27E	Secs 1-36 1(fiv)	1(fiv), 2, 3, 5, 6, 8, 9, 11	45,986
	T5N, R28E	Secs 1-36	2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-016</b>	T5N, R24E	Secs 1-3, 10-15, 22-27, 34-36	2, 3, 5, 6, 8, 9, 11	57,507
	T5N, R25E	Secs 1-36 1(fii)	1(fii), 2, 3, 5, 6, 8, 9, 11	
	T5N, R26E	Secs 1-36 1(fii)	1(fii), 2, 3, 5, 6, 8, 9, 11	

Tract #	MTR	SEC	STIPULATIONS	TRACT ACRES
<b>2021-CP-017</b>	T5N, R23E	Secs 1-5, 8-17, 21-28, 35 & 36	2, 3, 5, 6, 8, 9, 11	43,876
	T6N, R23E	Secs 1-3, 9-17, 20-29, 32-36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T7N, R23E	Secs 12, 13, 23-27, 34-36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T5N, R24E	Secs 4-9, 16-21, 28-33	2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-018</b>	T6N, R35E	Secs 1-36 1(e), 7	1(e), 2, 3, 5, 6, 7, 8, 9, 11	50,670
	T7N, R35E	Secs 4-36 1(e), 7	1(e), 2, 3, 5, 6, 7, 8, 9, 11	
	T8N, R35E	Secs 19, 23, 26-34 1(e)	1(e), 2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-019</b>	T6N, R34E	Secs 1-36 1(d), 7	1(d), 2, 3, 5, 6, 7, 8, 9, 11	55,843
	T7N, R34E	Secs 1-36 7	2, 3, 5, 6, 7, 8, 9, 11	
	T8N, R34E	Secs 21-36	2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-020</b>	T6N, R33E	Secs 1-36 1(d), 7	1(d), 2, 3, 5, 6, 7, 8, 9, 11	50,823
	T7N, R33E	Secs 1-36 1(d), 7	1(d), 2, 3, 5, 6, 7, 8, 9, 11	
	T8N, R33E	Secs 25-28, 33-36 1(d)	1(d), 2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-021</b>	T5N, R32E	Secs 1-18 1(b), 7	1(b), 2, 3, 5, 6, 7, 8, 9, 11	57,828
	T6N, R32E	Secs 1-36 1(b), 7	1(b), 2, 3, 5, 6, 7, 8, 9, 11	
	T7N, R32E	Secs 2-36 1(b), 7	1(b), 2, 3, 5, 6, 7, 8, 9, 11	
	T8N, R32E	Secs 34 & 35 1(b)	1(b), 2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-022</b>	T6N, R31E	Secs 1-36 1(fi)	1(fi), 2, 3, 5, 6, 8, 9, 11	56,168
	T7N, R31E	Secs 1-36 1(fi)	1(fi), 2, 3, 5, 6, 8, 9, 11	
	T8N, R31E	Secs 12-16, 19-36 1(fi), 4	1(fi), 2, 3, 4, 5, 6, 8, 9, 11	
<b>2021-CP-023</b>	T6N, R29E	Secs 1-18 1(fv)	1(fv), 2, 3, 5, 6, 8, 9, 11	58,830
	T7N, R29E	Secs 2-5, 7-36 1(fiv, fv), 4	1(fiv, fv), 2, 3, 4, 5, 6, 8, 9, 11	
	T6N, R30E	Secs 1-18	2, 3, 5, 6, 8, 9, 11	
	T7N, R30E	Secs 1, 2, 7, 10-36	2, 3, 5, 6, 8, 9, 11	
	T8N, R30E	Sec 36	2, 3, 5, 6, 8, 9, 11	

Tract #	MTR	SEC	STIPULATIONS	TRACT ACRES
<b>2021-CP-024</b>	T6N, R27E	Secs 19-36 1(fiv)	1(fiv), 2, 3, 5, 6, 8, 9, 11	58,176
	T6N, R28E	Secs 1-36 1(fiv)	1(fiv), 2, 3, 5, 6, 8, 9, 11	
	T7N, R28E	Secs 2-36 1(fiv), 4	1(fiv), 2, 3, 4, 5, 6, 8, 9, 11	
	T8N, R28E	Secs 17-20, 28-32 4	2, 3, 4, 5, 6, 8, 9, 11	
<b>2021-CP-025</b>	T6N, R27E	Secs 1-18 1(fiv)	1(fiv), 2, 3, 5, 6, 8, 9, 11	48,603
	T7N, R27E	Secs 1-36 4	2, 3, 4, 5, 6, 8, 9, 11	
	T8N, R27E	Secs 5-9, 15-36 1(a), 4	1(a), 2, 3, 4, 5, 6, 8, 9, 11	
<b>2021-CP-026</b>	T6N, R25E	Secs 1-36	2, 3, 5, 6, 8, 9, 11	53,412
	T7N, R25E	Secs 31-36	2, 3, 5, 6, 8, 9, 11	
	T6N, R26E	Secs 1-36 1(fii)	1(fii), 2, 3, 5, 6, 8, 9, 11	
	T7N, R26E	Secs 31-36 1(fii)	1(fii), 2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-027</b>	T6N, R24E	Secs 1-36	2, 3, 5, 6, 8, 9, 11	52,447
	T7N, R24E	Secs 1-36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T8N, R24E	Secs 12-14, 21-28, 32-36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-028</b>	T7N, R36E	Secs 1, 2, 11, 12	2, 3, 5, 6, 8, 9, 11	59,410
	T8N, R36E	Secs 14-17, 20-29, 32-36	2, 3, 5, 6, 8, 9, 11	
	T7N, R37E	Secs 1-16	2, 3, 5, 6, 8, 9, 11	
	T8N, R37E	Secs 4-11, 13-36 4	2, 3, 4, 5, 6, 8, 9, 11	
	T7N, R38E	Secs 1-18 4	2, 3, 4, 5, 6, 8, 9, 11	
	T8N, R38E	Secs 18-20, 27-35 4	2, 3, 4, 5, 6, 8, 9, 11	
	T7N, R39E	Secs 7, 17, 18 4	2, 3, 4, 5, 6, 8, 9, 11	
<b>2021-CP-029</b>	T6N, R23E	Secs 3, 4, 9, 10 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	23,446
	T7N, R23E	Secs 1, 11-14, 22-24, 26, 27, 33, 34 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T7N, R24E	Secs 5-7 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T8N, R24E	Secs 1-3, 9-17, 20-23, 28-33 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	

Tract #	MTR	SEC	STIPULATIONS	TRACT ACRES
	T9N, R24E	Secs 1, 2, 10-16, 21-29, 32-36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T10N, R24E	Sec 36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T8N, R25E	Secs 5-7 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T9N, R25E	Secs 5-8, 18 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
<b>2021-CP-030</b>	T9N, R25E	Secs 14, 23-26, 35, 36 1(a), 4	1(a), 2, 3, 4, 5, 6, 8, 9, 11	46,791
	T7N, R26E	Secs 1-30 1(fii)	1(fii), 2, 3, 5, 6, 8, 9, 11	
	T8N, R26E	Secs 1-36 1(fii)	1(fii), 2, 3, 5, 6, 8, 9, 11	
	T9N, R26E	Secs 29-34 1(a), 4	1(a), 2, 3, 4, 5, 6, 8, 9, 11	
<b>2021-CP-031</b>	T9N, R24E	Secs 24, 25, 35, 36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	53,546
	T7N, R25E	Secs 1-30 1(fii)	2, 3, 5, 6, 8, 9, 11	
	T8N, R25E	Secs 1-36 1(a)	1(a), 2, 3, 5, 6, 8, 9, 11	
	T9N, R25E	Secs 4, 5, 7-10, 15-22, 27-34 1(a), 4	1(a), 2, 3, 4, 5, 6, 8, 9, 11	
<b>2021-CP-032</b>	T8N, R32E	Secs 1-4, 7-11, 15-21 1(b, d), 4	1(b, d), 2, 3, 4, 5, 6, 8, 9, 11	42,346
	T9N, R32E	Secs 24-27, 31-36 4	2, 3, 4, 5, 6, 8, 9, 11	
	T8N, R33E	Secs 1-6, 8, 9, 11, 12 1(b, d), 4	1(b, d), 2, 3, 4, 5, 6, 8, 9, 11	
	T9N, R33E	Secs 13-16, 19-22, 25-36 4	2, 3, 4, 5, 6, 8, 9, 11	
	T8N, R34E	Secs 1-5 4	2, 3, 4, 5, 6, 8, 9, 11	
	T9N, R34E	Secs 7-9, 13-36 4	2, 3, 4, 5, 6, 8, 9, 11	
	T9N, R35E	Secs 8-10, 14-31, 34, 36 1(e), 4	1(e), 2, 3, 4, 5, 6, 8, 9, 11	
	T8N, R36E	Secs 1-3 4	2, 3, 4, 5, 6, 8, 9, 11	
	T9N, R36E	Secs 29-34 4	2, 3, 4, 5, 6, 8, 9, 11	

## **EXHIBIT C**

### **Appendix A of the CP Record of Decision with the Lease Stipulations and Required Operating Procedures**

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# Appendix A

Lease Stipulations and Required  
Operating Procedures

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# Appendix A. Lease Stipulations and Required Operating Procedures

## A.1 DEFINITIONS

The following definitions apply to the stipulations and required operating procedures listed in this appendix. The Glossary of the Final Environmental Impact Statement (EIS) has additional definitions.

- **Active floodplain:** The flat area along a waterbody where sediments are deposited by seasonal or annual flooding; generally demarcated by a visible high-water mark.
- **Authorized Officer (BLM):** Designated Bureau of Land Management (BLM) personnel responsible for a certain area of a project; for the Leasing EIS, generally this would be the BLM State Director.
- **Buffer area:** A spatial zone created to enhance the protection of a specific conservation area, often peripheral to the area.
- **Class I air quality area:** One of 156 protected areas, such as national parks over 6,000 acres, wilderness areas over 5,000 acres, national memorial parks over 5,000 acres, and international parks that were in existence as of August 1977, where air quality should be given special protection. Federal Class I areas are subject to maximum limits on air quality degradation called air quality increments (often referred to as prevention of significant deterioration increments). All areas of the United States not designated as Class I are Class II areas. The air quality standards in Class I areas are more stringent than national ambient air quality standards.
- **Consultation:** Exchange of information and interactive discussion; when capitalized it refers to consultation mandated by statute or regulation that has prescribed parties, procedures, and timelines, such as Consultation under the National Environmental Policy Act (NEPA) or Section 7 of the Endangered Species Act (ESA).
- **Criteria air pollutants:** The six most common air pollutants in the U.S.: carbon monoxide (CO), lead (Pb), nitrogen dioxide (NO<sub>2</sub>), ozone (O<sub>3</sub>), particulate matter (both PM<sub>10</sub> and PM<sub>2.5</sub> inhalable and respirable particulates), and sulfur dioxide (SO<sub>2</sub>). Congress has focused regulatory attention on these six pollutants because they endanger public health and the environment, are widespread throughout the U.S., and come from a variety of sources. Criteria air pollutants are typically emitted from many sources in industry, mining, transportation, electricity generation, energy production, and agriculture.
- **Development:** The phase of petroleum operations that occurs after exploration has proven successful and before full-scale production. The newly discovered oil or gas field is assessed during an appraisal phase, a plan to fully and efficiently exploit it is created, and additional wells are usually drilled.
- **Exception:** A one-time exemption to a lease stipulation, determined on a case-by-case basis.
- **Greenhouse gas (GHG):** A gas that absorbs and emits thermal radiation in the lowest layers of the atmosphere. This process is the fundamental cause of the greenhouse effect. The primary greenhouse gases that are considered air pollutants are carbon dioxide, (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), and chlorofluorocarbons (CFCs).
- **Hazardous air pollutants (HAPs):** Also known as toxic air pollutants, those that cause or may cause cancer or other serious health effects, such as reproductive effects or birth defects, or adverse environmental and ecological effects. The Environmental Protection Agency (EPA) is required to

control 187 hazardous air pollutants. Examples of HAPs are benzene (found in gasoline), perchloroethylene (emitted from dry cleaning facilities), and methylene chloride (used as a solvent).

- **Major construction activity:** Creation or construction of infrastructure, causing surface disturbance.
- **Modification:** A change to a lease stipulation either temporarily or for the life of the lease.
- **No surface occupancy (NSO):** An area that is open for mineral leasing but does not allow the construction of surface oil and gas facilities in order to protect other resource values. Facilities such as essential roads and pipelines would be allowed in these areas in accordance with Public Law (PL) 115-97. Facilities such as a dock and a seawater treatment/desalinization plant may be allowed in these areas on a case-by-case basis.
- **NO<sub>x</sub>:** Mono-nitrogen oxides, including nitric oxide (NO) and NO<sub>2</sub>. It is formed when naturally occurring atmospheric nitrogen and oxygen are combusted with fuels in automobiles, power plants, industrial processes, and home and office heating units.
- **Offshore:** (1) In beach terminology, the comparatively flat zone of variable width, extending from the shoreface to the edge of the continental shelf. It is continually submerged. (2) The direction seaward from the shore. (3) The zone beyond the nearshore zone where sediment motion induced by waves alone effectively ceases and where the influence of the seabed on wave action is small in comparison with the effect of wind. (4) The breaker zone directly seaward of the low tide line.
- **Ordinary high-water mark:** The line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.
- **Permanent oil and gas facilities:** Production facilities, pipelines, roads, airstrips, production pads, docks, seawater treatment plants, and other structures associated with oil and gas production that occupy land for more than one winter season. Material sites and seasonal facilities, such as ice roads, are excluded, even when the pads are designed for use in successive winters. Gravel mines are also excluded from this definition.
- **Reclamation:** Reclamation helps to ensure that any effects of oil and gas development on the land and on other resources and uses are not permanent. The ultimate objective of reclamation is ecosystem restoration, including restoration of any natural vegetation, hydrology, and wildlife habitats affected by surface disturbances from construction and operating activities at an oil and gas site. In most cases, this means a condition equal to or closely approximating that which existed before the land was disturbed.
- **Required operating procedures (ROPs):** Procedures carried out during proposal implementation that are based on laws, regulations, executive orders, BLM planning manuals, policies, instruction memoranda, and applicable planning documents.
- **Setback:** A distance by which a structure or other feature is set back from a designated line.
- **SO<sub>x</sub>:** Sulfur oxides, including SO<sub>2</sub>. A product of vehicle tailpipe emissions.
- **Spill prevention control and countermeasure plan (SPCC):** A plan that the EPA requires to be on file within six months of project inception. It is a contingency plan for avoidance of, containment of, and response to spills or leaks of hazardous materials.
- **Standard:** A model, example, or goal established by authority, custom, or general consent as a rule for the measurement of quantity, weight, extent, value, or quality.

- **Stipulation:** A requirement or condition placed by the BLM on the leaseholder for operations the leaseholder might carry out within that lease. The BLM develops stipulations that apply to all future leases within the Arctic Refuge Coastal Plain.
- **Timing limitation (TL):** This stipulation, a moderate constraint, is applicable to fluid mineral leasing, all activities associated with fluid mineral leasing (e.g., truck-mounted drilling and geophysical exploration equipment off designated routes, and construction of wells and pads) and other surface-disturbing activities (i.e., those not related to fluid mineral leasing). Areas identified for TL are closed to fluid mineral exploration and development, surface-disturbing activities, and intensive human activity during identified time frames. This stipulation does not apply to operation and basic maintenance, including associated vehicle travel, unless otherwise specified. Construction, drilling, completions, and other operations considered to be intensive are not allowed. Intensive maintenance, such as workovers on wells, is not permitted. TLs can overlap spatially with no surface occupancy and controlled surface use, as well as with areas that have no other restrictions.
- **Unavailable:** When referring to oil and gas leasing, unavailable lands would not be offered for oil and gas leasing.
- **Volatile organic compounds (VOCs):** A group of chemicals that react in the atmosphere with nitrogen oxides in the presence of sunlight and heat to form ozone. VOCs contribute significantly to photochemical smog production and certain health problems. Examples of VOCs are gasoline fumes and oil-based paints.
- **Waiver:** A permanent exemption to a stipulation or lease.

## A.2 APPLICABILITY OF REQUIREMENTS/STANDARDS

### A.2.1 Lease Stipulations

Appropriate stipulations will be attached to the lease when the BLM issues it. As part of a lease contract, stipulations are specific to the lease. All oil and gas activity permits issued to a lessee must comply with the lease stipulations appropriate to the activity under review, such as exploratory drilling or production pad construction.

A stipulation included in an oil and gas lease will be subject to a waiver, exception, or modification, as appropriate. The objective of a stipulation must be met before a waiver, exception, or modification would be granted. Waivers, exceptions, and modifications are:

- A waiver—A permanent exemption to a stipulation on a lease;
- An exception—A one-time exemption to a lease stipulation, determined on a case-by-case basis; and
- A modification—A change attached to a lease stipulation, either temporarily or for the life of the lease.

The BLM Authorized Officer may authorize a modification to a lease stipulation only if they determine that the factors leading to the stipulation have changed sufficiently to make the stipulation no longer justified; the proposed operation would still have to meet the objective stated for the stipulation.

While the BLM may grant a waiver, exception, or modification of a stipulation through the permitting process, it may also impose additional requirements through permitting terms and conditions to meet the objectives of any stipulation. This would be the case if the BLM Authorized Officer considers that such requirements are

warranted to protect the land and resources, in accordance with the BLM's responsibility under relevant laws and regulations. Note that PL 115-97 requires that the BLM authorize rights-of-way (ROWs) for essential roads and pipeline crossings and other necessary access, even in areas closed to leasing or with an NSO stipulation.

### **A.2.2 Required Operating Procedures**

The ROPs describe the protective measures that the BLM will impose on applicants during the permitting process. Similar to lease stipulations, the objective of a ROP must be met in order for exceptions, modifications, or waivers to be granted.

Any applicant requesting authorization for an activity from the BLM will have to address the applicable ROPs in one of the following ways:

- Before submitting the application (e.g., performing and documenting subsistence consultation or surveys);
- As part of the application proposal (e.g., including in the proposal statements that the applicant will meet the objective of the ROP and how the applicant intends to achieve that objective); and
- As a term imposed by the BLM in a permit.

At the permitting stage, the BLM Authorized Officer will not include those ROPs that, because of their location or other inapplicability, are not relevant to a specific permit application. Note also that at the permit stage, the BLM Authorized Officer may establish additional requirements as warranted to protect the land, resources, and uses in accordance with the BLM's responsibilities under relevant laws and regulations.

## **A.3 LEASE STIPULATIONS, REQUIRED OPERATING PROCEDURES AND LEASE NOTICES**

While the language below refers only to the BLM or its Authorized Officer, it is understood that all activities, including plan development, study development, and consideration of exceptions, modifications, or waivers will include appropriate coordination with the U.S. Fish and Wildlife Service (USFWS) as the surface management agency, and, if necessary, consultation under the ESA. In addition, the BLM will coordinate with other appropriate federal, state, and North Slope Borough (NSB) agencies, tribes, Alaska Native Claims Settlement Act corporations, and other Native organizations as appropriate.

### **A.3.1 Lease Stipulations**

#### **PROTECTIONS THAT APPLY IN SELECT BIOLOGICALLY SENSITIVE AREAS**

##### ***Lease Stipulation 1—Rivers and Streams (Map 1-3)***

**Objective:** Minimize the disruption of natural flow patterns and changes to water quality; the disruption of natural functions resulting from the loss or change to vegetative and physical characteristics of floodplain and riparian areas, springs, and aufeis; the loss of spawning, rearing, or overwintering fish habitat; the loss of cultural and paleontological resources; the loss of raptor habitat; impacts on subsistence cabins and campsites; and the disruption of subsistence activities.

**Requirement/Standard:** (NSO) Permanent oil and gas facilities, including gravel pads, roads, airstrips, and pipelines, are prohibited in the streambed and within the described setback distances outlined below, from the southern boundary of the Coastal Plain to the stream mouth. For streams that are entirely in the Coastal Plain, the setback extends to the head of the stream, as identified in the National Hydrography Dataset. Essential pipelines and road crossings will be permitted through setback areas in accordance with Section 20001(c)(2)

of PL 115-97, which requires issuance of rights-of-way or easements across the Coastal Plain, including access to private land used in support of the federal oil and gas leasing program, for the exploration, development, production, or transportation necessary to carry out Section 20001. Gravel mines can be permitted in setback areas. Setbacks may not be practical in river deltas; in these situations, an exception may be granted by the Authorized Officer if the operator can demonstrate: (1) there are no practical alternatives to locating facilities in these areas; (2) the proposed actions would maintain or enhance resource functions; and (3) permanent facilities are designed to withstand a 100-year flood.

- a. Canning River: from the western boundary of the Coastal Plain to 1 mile east of the eastern edge of the active floodplain;
- b. Hulahula River: 1 mile in all directions from the active floodplain;
- c. Aichilik River: 1 mile from the eastern edge of the Coastal Plain boundary;
- d. Okpilak River: 1 mile from the banks' ordinary high-water mark;
- e. Jago River: 1 mile from the banks' ordinary high-water mark;
- f. The following rivers and creeks will have a 0.5-mile setback from the banks' ordinary high-water mark:
  - i. Sadlerochit River
  - ii. Tamayariak River
  - iii. Okerokovik River
  - iv. Katakturuk River
  - v. Marsh Creek

### ***Lease Stipulation 2—Canning River Delta and Lakes***

**Objective:** Protect and minimize adverse effects on the water quality, quantity, and diversity of fish and wildlife habitats and populations, subsistence resources, and cultural resources; protect and minimize the disruption of natural flow patterns and changes to water quality, the disruption of natural functions resulting from the loss or change to vegetation and physical characteristics of floodplain and riparian areas; the loss of passage, spawning, rearing, or overwintering habitat for fish; the loss of cultural and paleontological resources; and adverse effects on migratory birds.

**Requirement/Standard:** See **ROP 9** for requirements/standards.

### ***Lease Stipulation 3—Springs/Aufeis***

**Objective:** Protect the water quality, quantity, and diversity of fish and wildlife habitats and populations associated with springs and aufeis across the Coastal Plain. River systems with springs provide year-round habitat and host the most diverse and largest populations of fish, aquatic invertebrates, and wildlife; they are associated with major subsistence activity and cultural resources. An aufeis is a unique feature associated with perennial springs. It helps sustain river flow during summer and provides insect relief for caribou. Because the subsurface flow paths to perennial springs are unknown and could be disturbed by drilling, use buffer areas around the major perennial springs that support fish populations in which no leasing is permitted.

**Requirement/Standard:** Before drilling, the lessee/operator/permittee will conduct studies to ensure drilling would not disrupt flow to or from the perennial springs and waste injection wells would not contaminate any

perennial springs. Study plans will be developed in consultation with the BLM, USFWS, and other agencies, as appropriate.

See **Lease Stipulation 1** for additional requirements/standards.

***Lease Stipulation 4—Nearshore marine, lagoon, and barrier island habitats of the Southern Beaufort Sea within the boundary of the Arctic Refuge (Map 1-3)***

**Objective:** Protect fish and wildlife habitat, including that for waterfowl and shorebirds, caribou insect relief, marine mammals, and polar bear summer and winter coastal habitat; preserve air and water quality; and minimize impacts on subsistence activities, recreation, historic travel routes, and cultural resources in the nearshore marine area.

**Requirement/Standard:** (NSO) Exploratory well drill pads, production well drill pads, or a central processing facility (CPF) for oil or gas will not be permitted in nearshore marine waters, lagoons, or barrier islands within the boundaries of the Coastal Plain.

- a. The BLM Authorized Officer may approve infrastructure for oil and gas activities necessary to be located in these critical and sensitive habitats, such as barge landing, docks, spill response staging and storage areas, and pipelines.
- b. Before conducting open water activities, the lessee/operator/contractor will consult with the Alaska Eskimo Whaling Commission, the NSB, and local whaling captains' associations to minimize impacts on subsistence whaling and other subsistence activities of the communities of the North Slope. In a case in which the BLM authorizes permanent oil and gas infrastructure in the nearshore marine area, the lessee/operator/contractor will develop and implement an impact and conflict avoidance and monitoring plan. This would be used to assess, minimize, and mitigate the effects of the infrastructure and its use on these nearshore marine area habitats and their use by wildlife and people, including the following:
  - i. Design and construct facilities to minimize impacts on subsistence uses, travel corridors, and seasonally concentrated fish and wildlife resources.
  - ii. Daily operations, including use of support vehicles, watercraft, and aircraft, alone or in combination with other past, present, and reasonably foreseeable activities, will be conducted to minimize impacts on subsistence and other public uses, travel corridors, and seasonally concentrated fish and wildlife resources.
  - iii. The location of oil and gas facilities, including artificial islands, platforms, associated pipelines, ice or other roads, and bridges or causeways, will be sited and constructed to not pose a hazard to public navigation, using traditional high-use subsistence-related travel routes into and through the major coastal lagoons and bays, as identified by the community of Kaktovik and the NSB.
  - iv. Operators will be responsible for developing comprehensive prevention and response plans, including Oil Discharge Prevention and Contingency Plans and SPCC plans and maintain adequate oil spill response capability to effectively respond during periods of ice, broken ice, or open water, based on the statutes, regulations, and guidelines of the USFWS, EPA, Alaska Department of Environmental Conservation (ADEC), and the Bureau of Safety and Environmental Enforcement (BSEE), as well as ROPs, stipulations, and policy guidelines of the BLM.



***Lease Stipulation 5—Coastal Polar Bear Denning River Habitat***

**Objective:** Minimize disturbance to denning polar bears, and disturbance or alteration of key river and creek maternal denning habitat areas.

**Requirement/Standard:** Comply with ESA and Marine Mammal Protection Act (MMPA) requirements.

***Lease Stipulation 6—Caribou Summer Habitat***

*Note: All lands in the Arctic Refuge Coastal Plain are recognized as habitat of the Porcupine Caribou Herd (PCH) and Central Arctic Herd (CAH) and would be managed to allow for unhindered movement of caribou through the area.*

**Objective:** Minimize disturbance and hindrance of caribou or alteration of caribou movements.

**Requirement/Standard:** See **ROP 23** for requirements/standards.

***Lease Stipulation 7—Porcupine Caribou Primary Calving Habitat Area (Map 1-3)***

*Note: PCH primary calving habitat area is defined as the area used for calving (based on annual 95 percent contours calculated using kernel density estimation of parturient female caribou locations May 26–June 10) during more than 40 percent of the years surveyed.*

**Objective:** Minimize disturbance and hindrance of caribou or alteration of their movements in the south-southeast portion of the Coastal Plain, which has been identified as important caribou habitat during calving.

**Requirement/Standard:** (TL) Construction activities using heavy equipment, excluding drilling from existing production pads, will be suspended in the PCH primary calving habitat area from May 20 through June 20. These areas encompass approximately 721,200 acres. If caribou arrive on the Coastal Plain before May 20, construction activities using heavy equipment will be suspended. The lessee shall submit with the development proposal a stop work plan that considers this, and any other mitigation related to caribou early arrival. The intent of this latter requirement is to provide flexibility to adapt to changing climate conditions that may occur during the life of fields in the region. The Authorized Officer may waive this stipulation if the operator, through coordination with appropriate federal, state, and local regulatory agencies can demonstrate calving is not occurring in the lease area; or may grant an exception if the operator can demonstrate their action would not hinder caribou or alter their movements.

- a. The following ground and air traffic restrictions will apply to permanent oil and gas-related roads in the areas and time periods indicated:
  - i. Within the calving habitat area, from May 20 through June 20, traffic speed shall not exceed 15 miles per hour when caribou are within 0.5 miles of the road. Additional strategies may include limiting trips and using convoys and different vehicle types, to the extent practicable. The lessee will submit with the development proposal a vehicle use plan that considers these and any other mitigation. The plan shall include a vehicle-use monitoring plan. The BLM Authorized Officer will require adjustments if resulting disturbance is determined to be unacceptable.
  - a. Major equipment, materials, and supplies to be used at oil and gas work sites in the calving habitat area shall be stockpiled prior to the period of May 20 through June 20 to minimize road traffic during that period.

- ii. Operators of aircraft used for permitted activities will maintain an altitude of at least 1,500 feet above ground level (except for takeoffs and landings) over caribou calving range, unless doing so would endanger human life or violate safe flying practices. See **ROP 34** for additional conditions.

***Lease Stipulation 8—Porcupine Caribou Post-Calving Habitat Area***

**Note:** *The PCH post-calving area is defined as the area used by female caribou (based on annual 95 percent contours calculated using kernel density estimation of female caribou locations June 11-30) during more than 40 percent of the years surveyed.*

**Objective:** To protect key surface resources and subsistence resources/activities from permanent oil and gas development and associated activities in areas used by caribou during post-calving and insect-relief periods.

**Requirement/Standard:** See **ROP 23** for requirements/standards.

***Lease Stipulation 9—Coastal Area***

**Objective:** Protect nearshore marine waters, lagoons, barrier islands, coastlines, and their value as fish and wildlife habitat, including for waterfowl, shorebirds, and marine mammals; minimize the hindrance or alteration of caribou movement in caribou coastal insect-relief areas; minimize hindrance or alteration of polar bear use and movement in coastal habitats; protect and minimize disturbance from oil and gas activities to nearshore marine habitats for polar bears and seals; prevent loss and alteration of important coastal bird habitat; and prevent impacts on nearshore marine subsistence resources and activities.

**Requirement/Standard:** Before beginning exploration or development within 2 miles inland of the coastline, the lessee/operator/contractor will develop and implement an impact and conflict avoidance and monitoring plan to assess, minimize, and mitigate the effects of the infrastructure and its use on these coastal habitats and their use by wildlife and people. Operators will be responsible for developing comprehensive prevention and response plans, including Oil Discharge Prevention and Contingency Plans and SPCC plans and maintain adequate oil spill response capability to effectively respond during periods of broken ice or open water, based on the statutes, regulations, and guidelines of the EPA, ADEC, and the BSEE, as well as ROPs, stipulations, and policy guidelines of the BLM.

***Lease Stipulation 10— [Not applicable under Alternative B]***

***Lease Stipulation 11***

**Objective:** Ensure Native allotment owners maintain control over use of their land.

**Requirement/Standard:** Use of the surface of Native allotments for the construction and maintenance of improvements is prohibited unless written consent is obtained from the allotment owner.

**A.3.2 Required Operating Procedures**

**WASTE PREVENTION, HANDLING, DISPOSAL, SPILLS, AND PUBLIC SAFETY**

***Required Operating Procedure 1***

**Objective:** Protect public health, safety, and the environment by disposing of solid waste and garbage, in accordance with applicable federal, state, and local laws and regulations.

**Requirement/Standard:** Areas of operation will be left clean of all debris.

***Required Operating Procedure 2***

**Objective:** Minimize impacts on the environment from nonhazardous and hazardous waste generation. Encourage continuous environmental improvement. Protect the health and safety of oil and gas field workers, local communities, Coastal Plain subsistence users, Coastal Plain recreationists, and the general public. Avoid human-caused changes in predator populations. Minimize attracting predators, particularly bears, to human use areas.

**Requirement/Standard:** The lessee/operator/contractor will prepare and implement a comprehensive waste management plan for all phases of exploration, development, and production, including seismic activities. The plan will include methods and procedures to use bear resistant containers for all waste materials and classes. The plan will be submitted to the BLM Authorized Officer for approval, in consultation with federal, state, and NSB regulatory and resource agencies, as appropriate (based on agency legal authority and jurisdictional responsibility), as part of a plan of operations or other similar permit application.

Management decisions affecting waste generation will be addressed in the following order of priority: (1) prevention and reduction, (2) recycling, (3) treatment, and (4) disposal. The plan will consider and take into account the following requirements:

- a. Methods to avoid attracting wildlife to food and garbage: The plan will identify precautions that are to be taken to avoid attracting wildlife to food and garbage. The use of bear-resistant containers for all waste will be required.
- b. Disposal of rotting waste: Requirements prohibit burying garbage. Lessees/operators/contractors will have a written procedure to ensure that rotting waste will be handled and disposed of in a manner that prevents the attraction of wildlife. All rotting waste will be incinerated, backhauled, or composted in a manner approved by the BLM Authorized Officer. All solid waste, including incinerator ash, will be disposed of in an approved waste-disposal facility, in accordance with EPA and ADEC regulations and procedures. Burying human waste is prohibited, except as authorized by the BLM Authorized Officer. The use of bear-resistant containers for all waste will be required.
- c. Disposal of pumpable waste products: Except as specifically provided, the BLM requires that all pumpable solid, liquid, and sludge waste be disposed of by injection, in accordance with the applicable regulations and procedures. On-pad temporary muds and cuttings storage, as approved by the ADEC, will be allowed as necessary to facilitate annular injection and backhaul operations.
- d. Disposal of wastewater and domestic wastewater: The BLM prohibits wastewater discharges or disposal of domestic wastewater into bodies of fresh, estuarine, and marine water, including wetlands, unless authorized by an Alaska Pollutant Discharge Elimination System or State permit.
- e. Prevention of the release of poly- and perfluoroalkyl substances: At facilities where fire-fighting foam is required, use fluorine-free foam unless other state or federal regulations require aqueous film-forming foam (AFFF) use. If AFFF use is required, contain, collect, treat, and properly dispose of all runoff, wastewater from training events, and, to the greatest extent possible, from any emergency response events. All discharges must be reported to the ADEC Spill Response Division, Contaminated Sites Program. Measures shall also be taken to fully inform workers/trainees of the potential health risks of fluorinated foams and to specify appropriate personal protective equipment to limit exposure during training and use. Training events shall be conducted in lined areas or basins to prevent the release of poly- and perfluoroalkyl substances associated with AFFF.

### ***Required Operating Procedure 3***

**Objective:** Minimize the impact of contaminants from refueling operations on fish, wildlife, and the environment.

**Requirement/Standard:** Refueling equipment within 100 feet of the active floodplain of any waterbody<sup>1</sup> is prohibited. Fuel storage stations will be located at least 100 feet from any waterbody, except for small caches (up to 210 gallons) for motorboats, float planes, and ski planes, and for small equipment, such as portable generators and water pumps. The BLM Authorized Officer may allow storage and operations at areas closer than the stated distances if properly designed and maintained to account for local hydrologic conditions.

### ***Required Operating Procedure 4***

**Objective:** Minimize conflicts from the interaction between humans and bears during oil and gas activities.

**Requirement/Standard:**

- a. Implement policies and procedures to conduct activities in a manner that minimizes adverse impacts on polar bears, their habitat, and their availability for subsistence uses.
- b. Implement adaptive management practices, such as temporal or spatial activity restrictions, in response to the presence of polar bears or polar bears engaged in a biologically significant activity; must be used to avoid interactions with and minimize impacts on them and their availability for subsistence uses.
- c. Cooperate with the USFWS and other designated federal, state, and local agencies to monitor and mitigate the impacts of Industry activities on polar bears.
- d. Designate trained and qualified personnel to monitor for the presence of polar bears, initiate mitigation measures, and monitor, record, and report the effects of Industry activities on polar bears.
- e. Provide polar bear awareness training to personnel.
- f. Contact affected subsistence communities and hunter organizations to discuss potential conflicts.
- g. Polar bears: The lessee/operator/contractor, as a part of lease operation planning, will prepare and implement polar bear interaction plans to minimize conflicts between polar bears and humans. These polar bear interaction plans will be developed in consultation with and approved by the USFWS and the Alaska Department of Fish and Game (ADFG). The plans will include specific measures identified by the USFWS for petroleum activities on the Coastal Plain, which may include updated measures and/or may include similar measures identified in the current USFWS Incidental Take Regulations (81 CFR 52318 §18.128) that have been promulgated and applied to petroleum activities to the west of the Coastal Plain. If the USFWS issues Incidental Take Regulations for petroleum activities in the Coastal Plain, those will be followed instead. These plans must include:
  - i. The type of activity and where and when the activity will occur (i.e., a plan of operation);
  - ii. A food, waste, and other “bear attractants” management plan;
  - iii. Personnel training policies, procedures, and materials;
  - iv. Site-specific polar bear interaction risk evaluation and mitigation measures;

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<sup>1</sup>For the purposes of this document, waterbody is defined as any feature included in the National Hydrography Dataset. This is a feature-based database that interconnects and uniquely identifies the stream segments or reaches that make up the nation’s surface water drainage system.

- v. Polar bear avoidance and encounter procedures; and
- vi. Polar bear observation and reporting procedures.
- h. Grizzly bears: The lessee/operator/contractor will prepare and implement a grizzly bear interaction plan as necessary, in consultation with and approved by the ADFG.

#### ***Required Operating Procedure 5***

**Objective:** Reduce air quality impacts.

**Requirement/Standard:** All oil and gas operations (vehicles and equipment) that burn diesel fuels must use ultra-low sulfur diesel, as defined by the EPA.

#### ***Required Operating Procedure 6***

**Objective:** Prevent unnecessary or undue degradation of the air and lands and protect health.

**Requirement/Standard:**

- a. All projects and permitted uses will comply with all applicable National Ambient Air Quality Standards (NAAQS) and Alaska Ambient Air Quality Standards (AAAQS) and ensure Air Quality Related Values are protected under the Clean Air Act or other applicable statutes.
- b. Prior to initiation of a NEPA analysis for an application to develop a CPF, production pad/well, airstrip, road, gas compressor station, or other potential air pollutant emission source (hereafter called project), the BLM Authorized Officer may require the project proponent to provide a minimum of 1 year of baseline ambient air monitoring data for pollutants of concern, as determined by the BLM. This will apply if no representative air monitoring data are available for the project area or if existing representative ambient air monitoring data are insufficient, incomplete, or do not meet minimum air monitoring standards set by the ADEC or the EPA. If the BLM determines that baseline monitoring is required, this pre-analysis data must meet ADEC and EPA air monitoring standards and cover the year before the submittal. Pre-project monitoring may not be appropriate where the life of the project is less than 1 year.
- c. For an application to develop a CPF, production pad/well, airstrip, road, gas compressor station, or other potential substantial air pollutant emission source:
  - i. The project proponent shall prepare and submit for BLM approval an emissions inventory that includes quantified emissions of regulated air pollutants from all direct and indirect sources related to the proposed project, including reasonably foreseeable air pollutant emissions of criteria air pollutants, VOCs, HAPs, and GHGs estimated for each year for the life of the project. The BLM uses this estimated emissions inventory to identify pollutants of concern and to determine the appropriate form of air analysis to be conducted for the proposed project.
  - ii. The BLM may require air quality modeling for purposes of analyzing project direct, indirect, or cumulative impacts on air quality. The BLM may require air quality modeling depending on:
    - a. The magnitude of potential air emissions from the project;
    - b. Proximity to a federally mandated Class I area;
    - c. Proximity to a population center;
    - d. Location within or proximity to a nonattainment or maintenance area;
    - e. Meteorological or geographic conditions;

- f. Existing air quality conditions;
- g. Magnitude of existing development in the area; or
- h. Issues identified during the NEPA process.

The BLM will determine the information required for a project-specific modeling analysis through the development of a modeling protocol for each analysis. The BLM will consult with appropriate federal (including federal land managers), state, and/or local agencies regarding modeling to inform its modeling decision and avoid duplication of effort. The modeling shall compare predicted impacts on all applicable local, state, and federal air quality standards and increments, as well as other scientifically defensible significance thresholds (such as impacts on air quality related values and incremental cancer risks).

- iii. The BLM may require the proponent to provide an emissions reduction plan that includes a detailed description of operator-committed measures to reduce project-related air pollutant emissions, including, but not limited to, criteria pollutants, GHGs, heavy metals, mercury, and fugitive dust.
- d. Air monitoring or air modeling reports will be provided to the BLM; federal land managers; federal, state, local community, or Tribal governments; and other interested parties, as appropriate.
- e. The BLM may require monitoring for the life of the project depending on:
  - i. The magnitude of potential air emissions from the project;
  - ii. Proximity to a federally mandated Class I area;
  - iii. Proximity to a population center;
  - iv. Location within or proximity to a nonattainment or maintenance area;
  - v. Meteorological or geographic conditions;
  - vi. Existing air quality conditions;
  - vii. Magnitude of existing development in the area; or
  - viii. Issues identified during the NEPA process.
- f. If ambient air monitoring or air quality modeling indicates that project-related emissions cause or contribute to impacts, unnecessary or undue degradation of the lands, exceedances of the NAAQS/AAAQS, or fails to protect health (either directly or through use of subsistence resources), then the BLM may require changes or additional emission control strategies. To reduce or minimize emissions from proposed activities, in order to comply with the NAAQS/AAAQS and/or minimize impacts on Air Quality Related Values, the BLM shall consider air quality mitigation measure(s) within its authority in addition to regulatory requirements and proponent-committed emission reduction measures, and also for emission sources not otherwise regulated by ADEC or EPA. Mitigation measures will be analyzed through the appropriate form of NEPA analysis to determine effectiveness. The BLM will consult with the federal land managers and other appropriate federal, state, and/or local agencies to determine potential mitigation options for any predicted significant impacts from the proposed project development.
- g. Publicly available reports on air quality baseline monitoring, emissions inventory, and modeling results developed in conformance with this ROP shall be provided by the project proponent to the NSB and to local communities and tribes in a timely manner.

## **WATER USE FOR PERMITTED ACTIVITIES**

### ***Required Operating Procedure 7—[Not applicable under Alternative B]***

### ***Required Operating Procedure 8***

**Objective:** In flowing waters (rivers, springs, and streams), ensure water of sufficient quality and quantity to conserve fish, waterbirds, and wildlife populations and habitats in their natural diversity.

**Requirement/Standard:** Withdrawal of unfrozen water from springs, rivers, and streams during winter (onset of freeze-up to break-up) is prohibited. The removal of ice aggregate from grounded areas 4 feet deep or less may be authorized from rivers on a site-specific basis.

### ***Required Operating Procedure 9***

**Objective:** Maintain natural hydrologic regimes in soils surrounding lakes and ponds, and maintain populations of, and adequate habitat for, fish, birds, and aquatic invertebrates.

**Requirement/Standard:** Withdrawal of unfrozen water from lakes and the removal of ice aggregate from grounded areas 4 feet deep or less during winter (onset of freeze up to breakup) and withdrawal of water from lakes during the summer may be authorized on a site-specific basis, depending on water volume and depth, the fish community, and connectivity to other lakes or streams and adjacent bird nesting sites. Current water use guidelines are as follows:

#### Winter Water Use

- a. Lakes with fish except ninespine stickleback or Alaska blackfish: unfrozen water available for withdrawal is limited to 15 percent of calculated volume deeper than 7 feet; only ice aggregate may be removed from lakes that are 7 feet deep or less.
- b. Lakes with only ninespine stickleback or Alaska blackfish: unfrozen water available for withdrawal is limited to 30 percent of calculated volume deeper than 5 feet; only ice aggregate may be removed from lakes that are 5 feet deep or less.
- c. Lakes with no fish, regardless of depth: water available for use is limited to 20 percent of total lake volume.
- d. In lakes where unfrozen water and ice aggregate are both removed, the total use will not exceed the respective 15 percent, 20 percent, or 30 percent volume calculations above, unless recharge calculations, river overbank flooding, or a connection to a stream or river indicate recharge will replenish full water withdrawal plus additional ice aggregate withdrawal amounts above these limits.
- e. Compacting snow cover or removing snow from fish-bearing waterbodies will be prohibited, except at approved ice road crossings, water pumping stations on lakes, or areas of grounded ice.

#### Summer Water Use

- f. Requests for summer water use must be made separately, and the volume allowance will be evaluated on a case-by-case basis. Approval from the BLM Authorized Officer is required.

All Water Use

- g. Any water intake structures in fish-bearing or non-fish-bearing waters will be designed, operated, and maintained to prevent fish entrapment, entrainment, or injury. Note: All water withdrawal equipment must be equipped with and use fish screening devices approved by the ADFG, Division of Habitat.
- h. Additional modeling or monitoring may be required to assess water level and water quality conditions before, during, and after water use from any fish-bearing lake or lake of special concern

**WINTER OVERLAND MOVES AND SEISMIC WORK**

*The following ROPs apply to overland and over-ice moves, seismic work, and any similar cross-country vehicle use and heavy equipment on surfaces without roads during winter. These restrictions do not apply to the use of such equipment on ice roads after they are constructed.*

**Required Operating Procedure 10**

**Objective:** Protect grizzly bear, polar bear, and seal denning and birthing locations.

**Requirement/Standard:**

- a. Grizzly bear dens: Cross-country use of all vehicles, equipment, and oil and gas activity is prohibited within 0.5 miles of occupied grizzly bear dens identified by the ADFG or the USFWS, unless alternative protective measures are approved by the BLM Authorized Officer, in consultation with the ADFG.
- b. Polar bear dens: Cross-country use of vehicles, equipment, oil and gas activity, and seismic survey activity is prohibited within 1 mile of known or observed polar bear dens, unless alternative protective measures are approved by the BLM Authorized Officer and are consistent with the MMPA and the ESA.

Polar bear and seal mitigation measures for onshore activities.

- c. In order to limit disturbance around known polar bear dens:
  - i. Attempt to locate polar bear dens. Operators seeking to carry out onshore activities in known or suspected polar bear denning habitat during the denning season (approximately November–April) must make efforts to locate occupied polar bear dens within and near areas of operation, utilizing appropriate tools, such as infrared imagery and/or polar bear scent-trained dogs. All observed or suspected polar bear dens must be reported to the USFWS prior to the initiation of activities.
  - ii. Observe the exclusion zone around known polar bear dens. Operators must observe a 1.6-kilometer (km) (1-mile) operational exclusion zone around all known polar bear dens during the denning season (approximately November–April, or until the female and cubs leave the areas). Should previously unknown occupied dens be discovered within 1 mile of activities, work must cease and the USFWS contacted for guidance. The USFWS will evaluate these instances on a case-by-case basis to recommend the appropriate action. Potential actions may range from cessation or modification of work to conducting additional monitoring, and the holder of the authorization must comply with any additional measures specified.



- iii. Use the den habitat map developed by the U.S. Geological Survey. This measure ensures that the location of potential polar bear dens is considered when conducting activities in the coastal areas of the Beaufort Sea.
- iv. Polar bear den restrictions. Restrict the timing of the activity to limit disturbance around dens.
- d. In order to limit disturbance of activities to seal lairs in the nearshore area (<3 meters) water depth:

Specific to seismic operations:

- v. Before the seismic survey begins, the operator will conduct a sound source verification test to measure the distance of vibroseis sound levels through grounded ice to the 120 decibels (dB) re 1  $\mu$ Pa threshold in open water and water within ungrounded ice. Once that distance is determined, it will be shared with the BLM and National Marine Fisheries Service (NMFS). The distance will be used to buffer all on-ice seismic survey activity operations from any open water or ungrounded ice throughout the project area. The operator will draft a formal study proposal that will be submitted to the BLM and NMFS for review and approval before the activity begins.

For all activities:

- vi. Maintain airborne sound levels of equipment below 100 dB re 20  $\mu$ Pa at 66 feet. If different equipment will be used than was originally proposed, the applicant must inform the BLM Authorized Officer and share sound levels and air and water attenuation information for the new equipment.
- vii. On-ice operations after May 1 will employ a full-time trained protected species observer (PSO) on vehicles to ensure all basking seals are avoided by vehicles by at least 500 feet and will ensure that all equipment with airborne noise levels above 100 dB re 20  $\mu$ Pa were operating at distances from observed seals that allowed for the attenuation of noise to levels below 100 dB. All sightings of seals will be reported to the BLM using a NMFS-approved observation form.
- viii. Ice paths must not be greater than 12 feet wide. No driving beyond the shoulder of the ice path or off planned routes unless necessary to avoid ungrounded ice or for other human or marine mammal safety reasons. On-ice driving routes shall minimize travel over snow/ice/topographical features that lead to birthing lair development.
- ix. No unnecessary equipment or operations (e.g., camps) will be placed or used on sea ice.

***Required Operating Procedure 11***

**Objective:** Protect stream banks and freshwater sources, minimize soils compaction and the breakage, abrasion, compaction, or displacement of vegetation.

**Requirement/Standard:**

- a. Ground operation will be allowed when soil temperatures at 12 inches below the tundra surface (defined as the top of the organic layer) reaches 23 degrees Fahrenheit (°F) and snow depths are an average of 9 inches, or 3 inches over the highest tussocks along the line of vehicle travel. Ground operations will cease when the spring snowmelt begins. The dates will be determined by the BLM Authorized Officer.
- b. Low ground pressure vehicles used for off-road travel will be defined by the BLM Authorized Officer. These vehicles will be selected and operated in a manner that eliminates direct impacts on

the tundra caused by shearing, scraping, or excessively compacting the tundra. **Note:** This provision does not include the use of heavy equipment required during ice road construction; however, heavy equipment will not be allowed on the tundra until conditions in “a,” above, are met.

- c. Bulldozing tundra mat and vegetation, trails, or seismic lines is prohibited. Clearing or smoothing drifted snow is allowed to the extent that the tundra mat is not disturbed. Only smooth pipe snow drags will be allowed for smoothing drifted snow.
- d. To reduce the possibility of excessive compaction, vehicle operators will avoid using the same routes for multiple trips, unless necessitated by serious safety or environmental concerns and approved by the BLM Authorized Officer. This provision does not apply to hardened snow trails or ice roads.
- e. Ice roads will be designed and located to avoid the most sensitive and easily damaged tundra types as much as practicable. Ice roads may not use the same route each year; offsets may be required to avoid using the same route or track in subsequent years.
- f. Conventional ice road construction may not begin until off-road travel conditions are met (as described in “a,” above) within the ice road route and approval to begin construction is given by the BLM Authorized Officer.
- g. Snow fences may be used in areas of low snow to increase snow depths within an ice road or snow trail route. Excess snow accumulated by snow fences must be excavated or pushed to decrease snow depths to that found in surrounding tundra at the end of road use.
- h. Seismic operations and winter overland travel may be monitored by agency representatives, and the operator may be required to accommodate the representative during operations.
- i. Incidents of damage to the tundra will be reported to the BLM Authorized Officer within 72 hours of occurrence. Follow-up corrective actions will be determined in consultation with and approved by the BLM Authorized Officer.

#### ***Required Operating Procedure 12—[Not applicable under Alternative B]***

#### ***Required Operating Procedure 13***

**Objective:** Avoid additional freeze-down of aquatic habitat harboring overwintering fish and aquatic invertebrates that fish prey on.

**Requirement/Standard:** Travel up and down streambeds is prohibited unless it can be demonstrated that there will be no additional impacts from such travel on overwintering fish, the aquatic invertebrates they prey on, and water quality. Rivers, streams, and lakes will be crossed at areas of grounded ice or with the approval of the BLM Authorized Officer and when it has been demonstrated that no additional impacts will occur on fish or aquatic invertebrates.

#### ***Required Operating Procedure 14***

**Objective:** Minimize the effects of high-intensity acoustic energy from seismic surveys on fish.

**Requirement/Standard:** When conducting vibroseis-based surveys above potential fish overwintering areas (water 6 feet deep or greater, ice plus liquid depth), lessees/operators/contractors will follow recommendations by Morris and Winters (2005):<sup>2</sup> only a single set of vibroseis shots will be conducted if possible; if multiple

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<sup>2</sup>W. Morris and J. Winters. 2005. Fish Behavioral and Physical Responses to Vibroseis Noise, Prudhoe Bay, Alaska 2003. Alaska Department of Fish and Game Technical Report 05-02. March 2005.

shot locations are required, these will be conducted with minimal delay; multiple days of vibroseis activity above the same overwintering area will be avoided, if possible.

***Required Operating Procedure 15***

**Objective:** Reduce changes in snow distribution associated with the use of snow fences to protect water quantity and wildlife habitat, including snow drifts used by denning polar bears.

**Requirement/Standard:** The use of snow fences to reduce or increase snow depth requires permitting by the BLM Authorized Officer.

**Oil and Gas Exploratory Drilling**

***Required Operating Procedure 16***

**Objective:** Protect water quality in fish-bearing waterbodies and minimize alteration of riparian habitat.

**Requirement/Standard:** Exploratory drilling is prohibited in fish-bearing rivers and streams and other fish-bearing waterbodies. On a case-by-case basis, the BLM Authorized Officer may consider exploratory drilling in floodplains of fish-bearing rivers and streams.

***Required Operating Procedure 17***

**Objective:** Minimize surface impacts from exploratory drilling.

**Requirement/Standard:** Construction of gravel roads and pads will be prohibited for exploratory drilling. Use of a previously constructed road or pad may be permitted if it is environmentally preferred.

***Required Operating Procedure 18***

**Objective:** Protect subsistence use and access to subsistence hunting and fishing areas.

**Requirement/Standard:** All roads must be designed, constructed, maintained, and operated to create minimal environmental impacts and to avoid or minimize impacts on subsistence use and access to subsistence hunting and fishing areas. The BLM Authorized Officer will consult with appropriate entities before approving construction of roads. Subject to approval by the BLM Authorized Officer, the construction, operation, and maintenance of oil and gas field roads is the responsibility of the lessee/operator/contractor, unless the construction, operation, and maintenance of roads are assumed by the appropriate governing entity.

***Required Operating Procedure 19***

**Objective:** Protect water quality and the diversity of fish, aquatic invertebrates, and wildlife populations and habitats.

**Requirement/Standard:**

- a. Permanent oil and gas facilities, including roads, airstrips, and pipelines, are prohibited within 500 feet, as measured from the ordinary high-water mark, of fish-bearing waterbodies, unless further setbacks are stipulated under **Lease Stipulations 1, 2, or 3**. Pipeline and road crossings will be permitted by the BLM Authorized Officer in accordance with PL 115-97, following coordination with the appropriate entities. Temporary winter exploration and construction camps are prohibited on frozen lakes and river ice.

- b. Siting temporary winter exploration and construction camps on river sand and gravel bars is allowed and encouraged. Where trailers or modules must be leveled and the surface is vegetation, they will be leveled using blocking in a way that preserves the vegetation.

### ***Required Operating Procedure 20***

**Objective:** Maintain free passage of marine and anadromous fish, protect subsistence use and access to subsistence hunting and fishing and anadromous fish, and protect subsistence use and access to subsistence and non-subsistence hunting and fishing.

**Requirement/Standard:**

- a. Causeways and docks are prohibited in river mouths and deltas. Artificial gravel islands and permanent bottom-founded structures are prohibited in river mouths and active stream channels on river deltas.
- b. Causeways, docks, artificial islands, and bottom-founded drilling structures will be designed to ensure free passage of marine and anadromous fish and to prevent significant changes to nearshore oceanographic circulation patterns and water quality characteristics. A monitoring program, developed in coordination with appropriate entities (e.g., USFWS, NMFS, State of Alaska, or NSB), will be required to address the objectives of water quality and free passage of fish.

### ***Required Operating Procedure 21***

**Objective:** Minimize impacts of the development footprint.

**Requirement/Standard:** Facilities will be designed and located to minimize the development footprint and impacts on other purposes of the Arctic Refuge. Issues and methods that are to be considered, as appropriate, are as follows:

- a. Using extended-reach drilling for production drilling to minimize the number of pads and the network of roads between pads;
- b. Sharing facilities with existing development;
- c. Collocating all oil and gas facilities with drill pads, except airstrips, docks, base camps, and STPs;
- d. Using gravel-reduction technologies, e.g., insulated or pile-supported pads;
- e. Using approved impermeable liners under gravel infrastructure to minimize the potential for hydrocarbon and other hazardous materials spills to migrate to underlying ground;
- f. Harvesting the tundra organic layer within gravel pad footprints for use in rehabilitation;
- g. Coordinating facilities with infrastructure in support of adjacent development;
- h. Locating facilities and other infrastructure outside areas identified as important for wildlife habitat, subsistence uses, and recreation;
- i. Where aircraft traffic is a concern, balancing gravel pad size and available supply storage capacity with potential reductions in the use of aircraft to support oil and gas operations;
- j. Facilities and infrastructure will be designed to minimize alteration of sheet flow/overland flow; and
- k. Where gravel is brought in from outside of the Coastal Plain, require the use of certified weed-free gravel.

### ***Required Operating Procedure 22***

**Objective:** Reduce the potential for ice-jam flooding, damage from aufeis, impacts on wetlands and floodplains, erosion, alteration of natural drainage patterns, and restriction of fish passage.

**Requirement/Standard:**

- a. To allow for sheet flow and floodplain dynamics and to ensure passage of fish and other organisms, single-span bridges are preferred over culverts, if technically feasible. When necessary, culverts can be constructed on smaller streams, if they are large enough to avoid restricting fish passage or adversely affecting natural stream flow.
- b. To ensure that crossings provide for fish passage, all proposed crossing designs will adhere to the best management practices outlined in Fish Passage Design Guidelines, developed by the USFWS Alaska Fish Passage Program, McDonald & Associates (1994),<sup>3</sup> Stream Simulation: An Ecological Approach to Providing Passage for Aquatic Organisms at Road-Stream Crossings (USFS 2008),<sup>4</sup> and other generally accepted best management procedures prescribed by the BLM Authorized Officer, in consultation with the USFWS.
- c. In addition to the best management practices outlined in the aforementioned documents for stream simulation design, the design engineer will ensure that crossing structures are designed for aufeis, permafrost, sheet flow, additional freeboard during breakup, and other unique conditions of the arctic environment.

### ***Required Operating Procedure 23***

**Objective:** Minimize disruption of caribou movement and subsistence use.

**Requirement/Standard:** Pipelines and roads will be designed to allow the free movement of caribou and the safe, unimpeded passage of those participating in subsistence activities. Listed below are the accepted design practices.

- a. Aboveground pipelines will be elevated a minimum of 7 feet, as measured from the ground to the bottom of the pipeline at vertical support members (VSMs).
- b. In areas where facilities or terrain would funnel caribou movement or impede subsistence or public access, ramps of appropriate angle and design over pipelines, buried pipelines, or pipelines buried under roads may be required by the BLM Authorized Officer, in coordination with the appropriate entity.
- c. A minimum distance of 500 feet between pipelines and roads will be maintained. Where it is not feasible, alternative pipeline routes, designs, and possible burial under the road for pipeline road crossings will be considered by the BLM Authorized Officer.
- d. Aboveground pipelines will have a nonreflective finish.

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<sup>3</sup>G. N. McDonald & Associates. 1994. Stream Crossing Design Procedure for Fish Streams on the North Slope Coastal Plain. Prepared by G. N. McDonald & Associates, Anchorage, Alaska. Prepared for BP Exploration (Alaska) Inc., Anchorage, Alaska, and Alaska Department of Environmental Conservation, Juneau.

<sup>4</sup>U.S. Forest Service. 2008. Stream Simulation: An Ecological Approach to Providing Passage for Aquatic Organisms at Road-Stream Crossings. U.S. Department of Agriculture, Forest Service National Technology and Development Program. 7700—Transportation Management 0877 1801—SDTDC. San Dimas, California.

- e. When laying out oil and gas field developments, lessees will orient infrastructure to avoid impeding caribou migration and to avoid corralling effects.
- f. Before the construction of permanent facilities is authorized, the lessee will design and implement and report a study of caribou movement, unless an acceptable study specific to the PCH and CAH has been completed within the last 10 years and approved by the BLM Authorized Officer.
- g. A vehicle use management plan will be developed by the lessee/operator/contractor and approved by the BLM Authorized Officer, in consultation with the appropriate federal, state, and NSB regulatory and resource agencies. The management plan will minimize or mitigate displacement during calving and would avoid, to the extent feasible, delays to caribou movements and vehicle collisions during the midsummer insect season, with traffic management following industry practices. By direction of the BLM Authorized Officer, traffic may be stopped throughout a defined area for up to 4 weeks, to prevent displacement of calving caribou. If required, a monitoring plan can include collection of data on vehicle counts and caribou interaction.

#### ***Required Operating Procedure 24***

**Objective:** Minimize the impact of mineral materials mining on air, land, water, fish, and wildlife resources.

**Requirement/Standard:** Gravel mine site design, construction, and reclamation will be done in accordance with a plan approved by the BLM Authorized Officer. The plan will take into consideration the following:

- a. Locations inside or outside the active floodplain, depending on potential site-specific impacts;
- b. Design and construction of gravel mine sites in active floodplains to serve as water reservoirs for future use;
- c. Potential use of the site for enhancing fish and wildlife habitat; and
- d. Potential storage and reuse of sod/overburden for the mine site or at other disturbed sites on the North Slope.

#### ***Required Operating Procedure 25***

**Objective:** Avoid human-caused changes in predator populations on ground-nesting birds.

**Requirement/Standard:**

- a. Lessee/operator/contractor will use best available technology to prevent facilities from providing nesting, denning, or shelter sites for ravens, raptors, and foxes. The lessee/operator/contractor will provide the BLM Authorized Officer with an annual report on the use of oil and gas facilities by ravens, raptors, and foxes as nesting, denning, and shelter sites.
- b. Feeding of wildlife and allowing wildlife to access human food or odor-emitting waste is prohibited.

#### ***Required Operating Procedure 26***

**Objective:** Reduction of risk of attraction and collisions between migrating birds and oil and gas and related facilities during low light conditions.

**Requirement/Standard:** All structures will be designed to direct artificial exterior lighting, from August 1 to October 31, inward and downward, rather than upward and outward, unless otherwise required by the Federal Aviation Administration.

### ***Required Operating Procedure 27***

**Objective:** Minimize the impacts on bird species from direct interaction with oil and gas facilities.

**Requirement/Standard:**

- a. To reduce the possibility of birds colliding with aboveground utility lines (power and communication), such lines will either be buried in access roads or will be suspended on VSMs, except in rare cases, limited in extent. Exceptions are limited to the following situations:
  - i. Overhead power or communication lines may be allowed when located entirely within the boundaries of a facility pad;
  - ii. Overhead power or communication lines may be allowed when engineering constraints at the specific and limited location make it infeasible to bury or connect the lines to a VSM; or
  - iii. Overhead power or communication lines may be allowed in situations when human safety would be compromised by other methods.

If exceptions are granted allowing overhead wires, overhead wires will be clearly marked along their entire length to improve visibility to low-flying birds. Such markings will be developed through consultation with the USFWS.

- b. To reduce the likelihood of birds colliding with them, communication towers will be located, to the extent practicable, on existing pads and as close as possible to buildings or other structures and on the east or west side of buildings or other structures. Towers will be designed to reduce bird strikes and raptor nesting. Support wires associated with communication towers, radio antennas, and other similar facilities, will be avoided to the extent practicable. If support wires are necessary, they will be clearly marked along their entire length to improve visibility to low-flying birds. Such markings will be developed through consultation with the USFWS.

### ***Required Operating Procedure 28***

**Objective:** Use ecological mapping as a tool to assess wildlife habitat before developing permanent facilities to conserve important habitat types.

**Requirement/Standard:** An ecological land classification map of the area will be developed before approval of facility construction. The map will integrate geomorphology, surface form, and vegetation at a scale and level of resolution and position accuracy adequate for detailed analysis of development alternatives. The map will be prepared in time to plan an adequate number of seasons of ground-based wildlife surveys needed, if deemed necessary by the BLM Authorized Officer, before the exact facility location and facility construction is approved.

### ***Required Operating Procedure 29***

**Objective:** Protect cultural and paleontological resources.

**Requirement/Standard:** The lessee/operator/contractor will conduct a cultural and paleontological resources survey before any ground-disturbing activity, based on a study designed by the lessee/operator/contractor and approved by the BLM Authorized Officer. If any potential cultural or paleontological resource is found, the lessee/operator/contractor will notify the BLM Authorized Officer and will suspend all operations in the immediate area until she or he issues a written authorization to proceed.

### ***Required Operating Procedure 30***

**Objective:** Prevent or minimize the loss of nesting habitat for cliff-nesting raptors.

**Requirement/Standard:**

- a. Removing greater than 100 cubic yards of bedrock outcrops, sand, or gravel from cliffs shall be prohibited.
- b. Any extraction of sand or gravel from an active river or stream channel will be prohibited, unless preceded by a hydrological study that indicates no potential impact on the integrity of the river bluffs.

### ***Required Operating Procedure 31***

**Objective:** Prevent or minimize the loss of raptors due to electrocution by power lines.

**Requirement/Standard:** Comply with the most up-to-date, industry-accepted, suggested practices for raptor protection on power lines. Current accepted standards were published in Reducing Avian Collisions with Power Lines: The State of the Art in 2012, by the Avian Power Line Interaction Committee (APLIC 2012)<sup>5</sup> and are updated as needed.

### ***Required Operating Procedure 32***

**Objective:** Avoid and reduce temporary impacts on productivity from disturbance near Steller's or spectacled eider nests.

**Requirement/Standard:** Ground-level vehicle or foot traffic within 200 meters (656 feet) of occupied Steller's or spectacled eider nests, from June 1 through July 31, will be restricted to existing thoroughfares, such as pads and roads. Construction of permanent facilities, placement of fill, alteration of habitat, and introduction of high noise levels within 200 meters (656 feet) of occupied Steller's or spectacled eider nests will be prohibited. Between June 1 and August 15, support/construction activity must occur off existing thoroughfares, and USFWS-approved nest surveys must be conducted during mid-June before the activity is approved.

Collected data will be used to evaluate whether the action could occur based on a 200-meter (656-foot) buffer around nests or if the activity will be delayed until after mid-August once ducklings are mobile and have left the nest site.

The BLM will also work with the USFWS to conduct nest surveys or oil spill response training in riverine, marine, and intertidal areas that is within 200 meters (656 feet) of shore outside sensitive nesting/brood-rearing periods. The protocol and timing of nest surveys for Steller's or spectacled eiders will be determined in cooperation with and must be approved by the USFWS. Surveys will be supervised by biologists who have previous experience with Steller's or spectacled eider nest surveys.

### ***Required Operating Procedure 33***

**Objective:** Provide information to be used in monitoring and assessing wildlife movements during and after construction.

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<sup>5</sup>Avian Power Line Interaction Committee. 2012. Reducing Avian Collisions with Power Lines: The State of the Art in 2012. Edison Electric Institute and APLIC. Washington, DC.



**Requirement/Standard:** A representation, in the form of ArcGIS-compatible shapefiles, of the footprint of all new infrastructure construction will be provided to the BLM Authorized Officer, the USFWS Arctic Refuge Manager, State of Alaska, and NSB by the operator. During the planning and permitting phase, GIS shape files representing proposed footprint locations will be provided. Within 6 months of construction completion, shapefiles of all new infrastructure footprints will be provided.

Infrastructure includes all gravel roads and pads, facilities built on pads, pipelines, and independently constructed power lines (as opposed to those incorporated in pipeline design). Gravel pads will be included as polygon features. Roads, pipelines, and power lines may be represented as line features but must include ancillary data to denote such data as width and number of pipes. Poles for power lines may be represented as point features. Ancillary data will include construction beginning and ending dates.

## USE OF AIRCRAFT FOR PERMITTED ACTIVITIES

### *Required Operating Procedure 34*

**Objective:** Minimize the effects of low-flying aircraft on wildlife, subsistence activities, local communities, and recreationists of the area, including hunters and anglers.

**Requirement/Standard:** The operator will ensure that operators of aircraft used for permitted oil and gas activities and associated studies maintain altitudes according to the following guidelines (**Note:** This ROP is not intended to restrict flights necessary to survey wildlife to gain information necessary to meet the stated objectives of the lease stipulations and ROPs; however, such flights will be restricted to the minimum necessary to collect such data and should consider other technologies, such as remote sensing and drones, in order to minimize impacts from aircraft):

- a. Land users will submit an aircraft use plan as part of an oil and gas exploration or development proposal, which includes a plan to monitor flights and includes a reporting system for subsistence hunters to easily report flights that disturb subsistence harvest. The plan will address strategies to minimize impacts on subsistence hunting and associated activities, including the number of flights, type of aircraft, and flight altitudes and routes, and will also include a plan to monitor flights. Proposed aircraft use plans will be reviewed by the appropriate Alaska Native or subsistence organization. Consultations with these same agencies will be required if unacceptable disturbance is identified by subsistence users. Adjustments, including possible suspension of all flights, may be required by the BLM Authorized Officer, if resulting disturbance is determined to be unacceptable. The number of takeoffs and landings to support oil and gas operations with necessary materials and supplies will be limited to the maximum extent practical.
- b. Use of aircraft, especially rotary wing aircraft, will be kept to a minimum near known subsistence camps and cabins or during sensitive subsistence hunting periods (e.g., spring goose hunting and summer caribou) and when recreationists are present.
- c. Operators of aircraft used for permitted activities will maintain an altitude of at least 1,500 feet above ground level (except for takeoffs and landings) within 0.5 miles of cliffs identified as raptor nesting sites, and over caribou calving range, unless doing so would endanger human life or violate safe flying practices. An exception to flight altitudes may be approved by the Authorized Officer after coordination and review of the aircraft use plan to accommodate requirements to fly lower for some required activities (e.g., archaeological clearance).
- d. Minimize the number of helicopter landings in caribou calving ranges from May 20 through June 20.

- e. Pursuing running wildlife is hazing. Hazing wildlife by aircraft pilots is prohibited, unless otherwise authorized. If wildlife begins to run as an aircraft approaches, the aircraft is too close, and the operator must break away.
- f. Avoid operation of aircraft over snow goose staging areas between August 15 and September 30. Necessary overflights during this timeframe shall avoid areas of heavy snow goose concentrations.
- g. When polar bears are present:
  - i. Operators of support aircraft shall conduct their activities at the maximum distance possible from concentrations of polar bears.
  - ii. Aircraft will not operate at an altitude lower than 457 meters (1,500 feet) within 805 meters (0.5 miles) of polar bears observed on ice or land. Helicopters may not hover or circle above such areas or within 805 meters (0.5 miles) of such areas. When weather conditions do not allow a 457-meter (1,500-foot) flying altitude, operators will take precautions to avoid flying directly over or within 805 meters (0.5 miles) of these areas.
  - iii. Plan all aircraft routes to minimize any potential conflict with known subsistence polar bear hunting activity.

## **Oil and Gas Field Abandonment**

### ***Required Operating Procedure 35***

**Objective:** Ensure ongoing and long-term reclamation of land to its previous condition and use.

**Requirement/Standard:** Before final abandonment, land used for oil and gas infrastructure—including well pads, production facilities, access roads, and airstrips—will be reclaimed. The leaseholder will develop and implement a BLM-approved abandonment and reclamation plan. The plan will describe short-term stability, visual, hydrological, and productivity objectives and steps to be taken to ensure eventual rehabilitation to the land's previous hydrological, vegetation, and habitat functions. The BLM Authorized Officer may grant exceptions to satisfy stated environmental or public purposes.

## **Subsistence Consultation for Permitted Activities**

### ***Required Operating Procedure 36***

**Objective:** Provide opportunities for subsistence users to participate in planning and decision-making to prevent unreasonable conflicts between subsistence uses and other activities.

**Requirement/Standard:** The lessee/operator/contractor will coordinate directly with affected communities, using the following guidelines:

- a. Before submitting an application to the BLM, the applicant will work with directly affected subsistence communities, the Native Village of Kaktovik, NSB, and the North Slope and Eastern Interior Alaska Subsistence Regional Advisory Councils. They will discuss the siting, timing, and methods of their proposed operations to help discover local traditional and scientific knowledge. This is to minimize impacts on subsistence uses. Through this coordination, the applicant will make every reasonable effort, including such mechanisms as conflict avoidance agreements and mitigating measures, to ensure that proposed activities will not result in unreasonable interference with subsistence activities. In the event that no agreement is reached between the parties, the BLM

Authorized Officer will work with the involved parties and determine which activities would occur, including the time frames.

- b. Applicants will submit documentation of coordination as part of operation plans to the North Slope and Eastern Interior Alaska Subsistence Regional Advisory Councils for review and comment. Applicants must allow time for the BLM to conduct formal government-to-government consultation with Native Tribal governments if the proposed action requires it.
- c. A plan will be developed that shows how the activity, in combination with other activities in the area, will be scheduled and located to prevent unreasonable conflicts with subsistence activities. The plan will also describe the methods used to monitor the effects of the activity on subsistence use. The plan will be submitted to the BLM Authorized Officer as part of the plan of operations. The plan will address the following items:
  - i. A detailed description of the activities to take place (including the use of aircraft);
  - ii. A description of how the applicant will minimize or address any potential impacts identified by the BLM Authorized Officer during the coordination process;
  - iii. A detailed description of the monitoring to take place, including process, procedures, personnel involved, and points of contact both at the work site and in the local community;
  - iv. Communication elements to provide information on how the applicant will keep potentially affected individuals and communities up-to-date on the progress of the activities and locations of possible, short-term conflicts (if any) with subsistence activities; communication methods can include holding community open house meetings, workshops, newsletters, and radio and television announcements;
  - v. Procedures necessary to facilitate access by subsistence users to conduct their activities;
  - vi. Barge operators requiring a BLM permit are required to demonstrate that barging activities will not have unmitigable adverse impacts, as determined by NMFS, on the availability of marine mammals to subsistence hunters; and
  - vii. All operators of vessels over 50 feet in length engaged in operations requiring a BLM permit must have an automatic identification system transponder system on the vessel.
- d. Permittees who propose transporting facilities, equipment, supplies, or other materials by barge to the Coastal Plain in support of oil and gas activities in the Arctic Refuge will notify and coordinate with the Alaska Eskimo Whaling Commission, the appropriate local community whaling captains' associations, and the NSB to minimize impacts from the proposed barging on subsistence whaling.
- e. For polar bears:

Operators must minimize adverse impacts on the availability of polar bears for subsistence uses.

  - viii. Community consultation. Applicants must consult with potentially affected communities and appropriate subsistence user organizations to discuss potential conflicts with subsistence polar bear hunting caused by the location, timing, and methods of operations and support activities.
  - ix. Plan of Cooperation (POC). If conflicts arise, the applicant must address conflict avoidance issues through a POC, where an operator will be required to develop and implement a USFWS-approved POC.

***Required Operating Procedure 37***

**Objective:** Avoid conflicts between subsistence activities and seismic exploration.

**Requirement/Standard:** In addition to the coordination process described in **ROP 36** for permitted activities, before seismic exploration begins, applicants will notify the local search and rescue organizations in proposed seismic survey locations for that operational season. For the purpose of this standard, a potentially affected cabin or campsite is defined as one used for subsistence purposes and located within the boundary of the area subject to proposed geophysical exploration or within 1 mile of actual or planned travel routes used to supply the seismic operations.

- a. Because of the large land area covered by typical geophysical operations and the potential to affect a large number of subsistence users during the exploration season, the permittee/operator will notify all potentially affected subsistence use cabin and campsite users.
- b. The official recognized list of subsistence users of cabins and campsites is the NSB's most current inventory of cabins and campsites, which have been identified by the subsistence users' names.
- c. A copy of the notification letter, a map of the proposed exploration area, and the list of potentially affected users will also be provided to the office of the appropriate Native Tribal government.
- d. The BLM Authorized Officer will prohibit seismic work within 1 mile of any known subsistence use cabin or campsite, unless an alternate agreement between the owner or user is reached through the consultation process and presented to the BLM Authorized Officer.
- e. Each week, the permittee will notify the appropriate local search and rescue of the operational location in the Coastal Plain. This notification will include a map indicating the extent of surface use and occupation, as well as areas previously used or occupied during the operation. The purpose of this notification is to give hunters up-to-date information regarding where seismic exploration is occurring and has occurred, so that they can plan their hunting trips and access routes accordingly. A list of the appropriate search and rescue offices to be contacted can be obtained from the coordinator of the North Slope and Eastern Interior Alaska Subsistence Regional Advisory Councils in the BLM's Arctic District Office.

***Required Operating Procedure 38***

**Objective:** Minimize impacts from non-local hunting, trapping, and fishing activities on subsistence resources.

**Requirement/Standard:** Hunting, trapping, and fishing by lessees/operators/contractors are prohibited when persons are on work status. This is defined as the period during which an individual is under the control and supervision of an employer. Work status is terminated when workers' shifts ends, and they return to a public airport or community (e.g., Kaktovik, Utqiagvik, or Deadhorse). Use of operator/permittee facilities, equipment, or transport for personnel access or aid in hunting, trapping, and fishing is prohibited.

***Required Operating Procedure 39***

**Objective:** Prevent disruption of subsistence use and access.

**Requirement/Standard:** Before starting exploration or development, lessees/operators/contractors are required to develop a subsistence access plan, in coordination with the Native Village of Kaktovik and the City of Kaktovik, to be approved by the BLM Authorized Officer.

## ORIENTATION PROGRAMS ASSOCIATED WITH PERMITTED ACTIVITIES

### ***Required Operating Procedure 40***

**Objective:** Minimize cultural and resource conflicts.

**Requirement/Standard:** All personnel involved in oil and gas and related activities will be provided with information concerning applicable lease stipulations, ROPs, standards, and specific types of environmental, social, traditional, and cultural concerns that relate to the region. The operator will ensure that all personnel involved in permitted activities will attend an orientation program at least once a year. The proposed orientation program will be submitted to the BLM Authorized Officer for review and approval and will accomplish the following:

- a. Provide sufficient detail to notify personnel of applicable lease stipulations and ROPs and to inform individuals working on the project of specific types of environmental, social, traditional, and cultural concerns that relate to the region.
- b. Address the importance of not disturbing archaeological and biological resources and habitats, including endangered species, fisheries, bird colonies, and marine mammals, and provide guidance on how to avoid disturbance, including on the preparation, production, and distribution of information cards on endangered or threatened species.
- c. Be designed to increase sensitivity and understanding of personnel to community values, customs, and lifestyles in areas in which personnel would be operating.
- d. Include information concerning avoidance of conflicts with subsistence and pertinent mitigation.
- e. Include information for aircraft personnel concerning subsistence activities and areas and seasons that are particularly sensitive to disturbance by low-flying aircraft; of special concern is aircraft use near traditional subsistence cabins and campsites, flights during spring goose hunting and fall caribou and moose hunting seasons, and flights near potentially affected communities.
- f. Provide that individual training is transferable from one facility to another, except for elements of the training specific to a site.
- g. Include on-site records of all personnel who attend the program for so long as the site is active, though not to exceed the 5 most recent years of operations; this record will include the name and dates of attendance of each attendee.
- h. Include a module discussing bear interaction plans to minimize conflicts between bears and humans.
- i. Provide a copy of 43 CFR 3163 regarding noncompliance assessment and penalties to on-site personnel.
- j. Include training designed to ensure strict compliance with local and corporate drug and alcohol policies; this training will be offered to the NSB Health Department for review and comment.
- k. Include employee training on how to prevent transmission of communicable diseases, including sexually transmitted diseases, to the local communities; this training will be offered to the NSB Health Department for review and comment.

In order to limit disturbance around known polar bear dens:

Monitoring requirements.

- a. Develop and implement a site-specific, USFWS-approved marine mammal monitoring and mitigation plan to monitor and evaluate the effectiveness of mitigation measures and the effects of activities on polar bears, and the subsistence use of this species.
- b. Provide trained, qualified, and USFWS-approved onsite observers to carry out monitoring and mitigation activities identified in the marine mammal monitoring and mitigation plan.
- c. For offshore activities, provide trained, qualified, and USFWS-approved observers on board all operational and support vessels to carry out monitoring and mitigation activities identified in the marine mammal monitoring and mitigation plan.
- d. Cooperate with the USFWS and other designated federal, state, and local agencies to monitor the impacts of Industry activities on polar bears. Where information is insufficient to evaluate the potential effects of activities on polar bears, and the subsistence use of this species, operators may be required to participate in joint monitoring and/or research efforts to address these information needs and ensure the least practicable impact on these resources.

Reporting requirements. Operators must report the results of monitoring and mitigation activities to the USFWS.

- a. In-season monitoring reports
  - i. Activity progress reports. Notify the USFWS at least 48 hours prior to the onset of activities; provide the USFWS weekly progress reports of any significant changes in activities and/or locations; and notify the USFWS within 48 hours after ending of activities.
  - ii. Polar bear observation reports. Report all observations of polar bears and potential polar bear dens, during any Industry activity. Information in the observation report must include, but is not limited to: (1) Date, time, and location of observation; (2) Number of bears; (3) Sex and age; (4) Observer name and contact information; (5) Weather, visibility, sea state, and sea-ice conditions at the time of observation; (6) Estimated closest distance of bears from personnel and facilities; (7) Industry activity at time of sighting; (8) Possible attractants present; (9) Bear behavior; (10) Description of the encounter; (11) Duration of the encounter; and (12) Mitigation actions taken.
- b. Notification of Letters of Authorization incident report. Report all bear incidents during any Industry activity. Reports must include: (1) All information specified for an observation report; (2) A complete detailed description of the incident; and (3) Any other actions taken.
- c. Final report. The results of monitoring and mitigation efforts identified in the marine mammal monitoring and mitigation plan must be submitted to the USFWS for review within 90 days of the expiration of an authorization. Information in the final report must include: (1) Copies of all observation reports submitted under an authorization; (2) A summary of the observation reports; (3) A summary of monitoring and mitigation efforts, including areas, total hours, total distances, and distribution; (4) Analysis of factors affecting the visibility and detectability of polar bears during monitoring; (5) Analysis of the effectiveness of mitigation measures; (6) Analysis of the distribution, abundance, and behavior of polar bears observed; and (7) Estimates of take in relation to the specified activities.

## **SUMMER VEHICLE TUNDRA ACCESS**

### ***Required Operating Procedure 41***

**Objective:** Protect stream banks and water quality; minimize compaction and displacement of soils; minimize the breakage, abrasion, compaction, or displacement of vegetation; protect cultural and paleontological resources; maintain populations of and adequate habitat for birds, fish, and caribou and other terrestrial mammals; and minimize impacts on subsistence activities.

**Requirement/Standard:** On a case-by-case basis, the BLM Authorized Officer, in consultation with the USFWS, may permit low-ground-pressure vehicles to travel off gravel pads and roads during times other than those identified in ROP 11. Permission for such use will be granted only after an applicant has completed the following:

- a. Submitted studies satisfactory to the BLM Authorized Officer of the impacts on soils and vegetation of the specific low-ground-pressure vehicles to be used; these studies will reflect use of such vehicles under conditions like those of the route proposed and will demonstrate that the proposed use will have no more than minimal impacts on soils and vegetation. Alternatively, the most current list of summer off-road vehicles approved by the State may be used to fulfill this requirement.
- b. Submitted surveys satisfactory to the BLM Authorized Officer of subsistence uses of the area as well as of the soils, vegetation, hydrology, wildlife, and fish (and their habitats), paleontological and archaeological resources, and other resources, as required by the BLM Authorized Officer.
- c. Designed or modified the use proposal to minimize impacts to the BLM Authorized Officer's satisfaction; design steps to achieve the objectives and based on the studies and surveys may include timing restrictions (generally it is considered inadvisable to conduct tundra travel before August 1 to protect ground-nesting birds), shifting work to winter, rerouting, and not proceeding when certain wildlife are present or subsistence activities are occurring.

## **GENERAL WILDLIFE AND HABITAT PROTECTION**

### ***Required Operating Procedure 42***

**Objective:** Minimize disturbance of wildlife or alteration and hinderance of wildlife movements through the Coastal Plain.

**Requirement/Standard:**

- a. Following wildlife with ground vehicles or aircraft is prohibited. Particular attention will be given to avoid disturbing caribou.
- b. Avoid and minimize the disturbance to loafing and nesting birds to the extent practicable.

### ***Required Operating Procedure 43***

**Objective:** Prevent the introduction or spread of nonnative, invasive species in the Coastal Plain.

**Requirement/Standard:**

- a. Certify that all equipment, supplies (including gravel, lumber, erosion control material), and vehicles (including helicopters, planes, boats, off-road vehicles, trucks, tracked vehicles, and barges) intended for use either off or on roads are free of invasive species before transiting into the Coastal Plain.

- b. Survey annually along roads, drilling platforms, and barge access points for invasive species and begin effective eradication measures on evidence of their introduction.
- c. Before beginning operations into the Coastal Plain, submit a plan, for BLM approval, detailing the methods for 1) cleaning equipment, supplies, and vehicles, including off-site disposal of cleaning fluids or materials and detected organisms, and 2) early detection surveys, and eradication response measures (including post treatment monitoring) for all invasive species, noxious plants and animals, and weeds.

#### ***Required Operating Procedure 44***

**Objective:** Minimize loss of populations and habitat for plant species designated as sensitive by the BLM in Alaska.

**Requirement/Standard:** If a development is proposed in an area that provides potential habitat for a BLM sensitive plant species, the development proponent will conduct surveys at appropriate times of the summer season and in appropriate habitats for the sensitive plant species. The results of these surveys and plans to minimize impacts will be submitted to the BLM with the application for development.

#### ***Required Operating Procedure 45***

**Objective:** Minimize loss of individuals and habitat for mammalian, avian, fish, and invertebrate species designated as sensitive by the BLM in Alaska.

**Requirement/Standard:** If a development is proposed in an area that provides potential habitat for BLM sensitive species, the development proponent will conduct surveys at appropriate times of the year and in appropriate habitats to detect the presence of BLM sensitive species. The results of these surveys and plans to minimize impacts will be submitted to the BLM with the application for development.

### **MARINE VESSEL TRAFFIC-ASSOCIATED ACTIVITIES**

#### ***Required Operating Procedure 46***

**Objective:** Minimize impacts on marine mammals from vessel traffic.

**Requirement/Standard:**

##### General vessel traffic

- a. Operational and support vessels will be staffed with dedicated PSOs to alert crew of the presence of marine mammals and to initiate adaptive mitigation responses.
- b. When weather conditions require, such as when visibility drops, support vessel operators must reduce speed and change direction, as necessary (and as operationally practicable), to avoid the likelihood of injuring marine mammals.
- c. The transit of operational and support vessels is not authorized before July 1. This operating condition is intended to allow marine mammals the opportunity to disperse from the confines of the spring lead system and minimize interactions with subsistence hunters. Exemption waivers to this operating condition may be issued by the NMFS and USFWS on a case-by-case basis, based on a review of seasonal ice conditions and available information on marine mammal distributions in the area of interest.



- d. Vessels may not be operated in such a way as to separate members of a group of marine mammals from other members of the group.
- e. Operators shall take reasonable steps to alert other vessel operators in the vicinity of marine mammals.
- f. Operators shall report any dead or injured listed marine mammals to NMFS and the USFWS.
- g. Vessels will not allow tow lines to remain in the water when not towing, all closed loops will be cut, and all trash will be retained on board for disposal in secure landfills, thereby reducing the potential for marine mammal entanglement.
- h. The lessees will implement measures to minimize risk of spilling hazardous substances. These measures will include avoiding operation of watercraft in the presence of sea ice to the extent practicable and using fully operational vessel navigation systems composed of radar, chart plotter, sonar, marine communication systems, and satellite navigation receivers, as well as Automatic Identification System for vessel tracking.

Vessels in vicinity of whales

- a. Vessel operators will avoid groups of three or more whales by staying at least 1 mile away. A group is defined as being three or more whales observed within a 1,641-foot (500-meter) area and displaying behaviors of directed or coordinated activity (e.g., group feeding).
- b. All boat and barge traffic will be scheduled to avoid periods when bowhead whales are migrating through the area. Boat, hovercraft, barge, and aircraft will remain at least 12 miles from Cross Island during the bowhead whale subsistence hunting consistent with the conflict avoidance agreement.
- c. The transit of operational and support vessels through the North Slope region is not authorized prior to July 1. This operating condition is intended to allow marine mammals the opportunity to disperse from the confines of the spring lead system and minimize interactions with subsistence hunters. Exemption waivers to this operating condition may be issued by NMFS and USFWS on a case-by-case basis, based upon a review of seasonal ice conditions and available information on marine mammal distributions in the area of interest.
- d. If the vessel approaches within 1 mile of observed whales, except when providing emergency assistance to whalers or in other emergency situations, the operator will take reasonable precautions to avoid potential interaction with the whales by taking one or more of the following actions, as appropriate:
  - i. Reducing vessel speed to less than 5 knots within 900 feet of the whale;
  - ii. Steering around the whale if possible;
  - iii. Operating the vessel to avoid causing a whale to make multiple changes in direction, avoiding sudden or multiple course changes;
  - iv. Checking the waters around the vessel to ensure that no whales are within 164 feet of the vessel prior to engaging the propellers;
  - v. Reducing vessel speed to 9 knots or less when weather conditions reduce visibility to avoid the likelihood of injury to whales;
  - vi. Vessels shall not exceed speeds of 10 knots in order to reduce potential whale strikes; and
  - vii. If a whale approaches the vessel and if maritime conditions safely allow, the engine will be put in neutral and the whale will be allowed to pass beyond the vessel. If the vessel is taken out of gear, vessel crew will ensure that no whales are within 50 meters of the vessel when propellers are re-engaged, thus minimizing risk of marine mammal injury.

- e. Vessels will stay at least 984 feet away from cow-calf pairs, feeding aggregations, or whales that are engaged in breeding behavior. If the vessel is approached by cow-calf pairs, it will remain out of gear as long as whales are within 984 feet of the vessel (consistent with safe operations).
- f. Consistent with NMFS marine mammal viewing guidelines (<https://alaskafisheries.noaa.gov/pr/mm-viewing-guide>), operators of vessels will, at all times, avoid approaching marine mammals within 300 feet. Operators will observe direction of travel and attempt to maintain a distance of 300 feet or greater between the animal and the vessel by working to alter course or slowing the vessel.
- g. Special consideration of North Pacific right whale and their critical habitat:
  - i. Vessel operators will avoid transit through North Pacific right whale critical habitat. If such transit cannot be avoided, operators must post a dedicated PSO on the bridge and reduce speed to 10 knots while in the North Pacific right whale critical habitat. Alternately, vessels may transit at no more than 5 knots without the need for a dedicated PSO.
  - ii. Vessel operators will remain at least 800 meters from all North Pacific right whales and avoid approaching whales head-on, consistent with vessel safety.
  - iii. Operators will maintain a ship log indicating the time and geographic coordinates at which vessels enter and exit North Pacific right whale critical habitat.

Vessels in vicinity of pacific walruses and polar bears

- a. Operators shall take all reasonable precautions, such as reduce speed or change course heading, to maintain a minimum operational exclusion zone of 0.5 mile around groups of feeding walruses.
- b. Except in an emergency, vessel operators will not approach within 0.5 mile of observed polar bears, within 0.5 mile of walrus observed on ice, or within 1 mile of walrus observed on land.
- c. For polar bears:
  - i. Operational and support vessels must be staffed with dedicated marine mammal observers to alert crew of the presence of polar bears and initiate mitigation responses.
  - ii. Vessels must maintain the maximum distance possible from concentrations of polar bears. No vessel shall approach within an 805-meter (0.5-mile) radius of polar bears observed on land or ice.
  - iii. Vessels must avoid areas of active or anticipated polar bear subsistence hunting activity as determined through community consultations.
  - iv. The USFWS may require trained marine mammal monitors on the site of the activity or on board any vessel or vehicles to monitor the impacts of Industry's activity on polar bear.

Vessels in vicinity of seals

- a. Vessels used as part of a BLM-authorized activity will be operated in a manner that minimizes disturbance to wildlife in the coastal area. Vessel operators will maintain a 1-mile buffer from the shore when transiting past an aggregation of seals (primarily spotted seals) when they have hauled out on land, unless doing so would endanger human life or violate safe boating practices.

Vessel transit through steller sea lion critical habitat/near major rookeries and haul outs

- a. Vessels will remain 3 nautical miles (5.5 kilometers) from all Steller sea lion rookery sites listed in paragraph 50 CFR 224.103 (d)(1)(iii). The vessel operator will not purposely approach within 3

nautical miles of any major Steller sea lion rookery or haul out unless doing so is necessary to maintain safe conditions.

### **A.3.3 Lease Notices**

#### **ENDANGERED SPECIES ACT SECTION 7 CONSULTATION AND MARINE MAMMAL PROTECTION ACT**

***Lease Notice 1.*** The lease areas may now or hereafter contain plants, animals, or their habitats determined to be threatened or endangered. The BLM will not approve any activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the ESA, as amended (16 United States Code 1531 et seq.), including completion of any required procedure for conference or consultation.<sup>6</sup>

***Lease Notice 2.*** The lease area and/or potential project areas may now or hereafter contain marine mammals. The BLM may require modifications to exploration and development proposals to ensure compliance with Federal laws, including the MMPA. The BLM would not approve any exploration or development activity absent documentation of compliance under the MMPA. Such documentation shall consist of a Letter of Authorization, Incidental Harassment Authorization, and/or written communication from USFWS and/or NMFS confirming that a take authorization is not warranted.

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<sup>6</sup> Lease Notice 1 was developed through the ESA Section 7 Consultation process and has been adjusted to more accurately reflect the requirements of the ESA.

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# **EXHIBIT D**

## **Bidder Form and Envelope**

Bidders are **strongly urged** to use the attached formats for the bid form and envelope. A blank bid form is provided which may be copied and filled in.

### **Additional Information:**

1. Name of bidding entity, official address, Tract Number.
2. Use large boldface type-style, such as Times New Roman Bold - 12 pt.
3. A statement **must** be included on the bid form acknowledging that the bidder(s) understand that they are legally required to comply with all applicable regulations.
4. Amount Bid must be in whole dollar figure.
5. Indicate “Amount of payment submitted with bid” (right column).
6. Proportional interest of joint bids must not exceed 5 decimal places; total must always equal 100%. There is no limit to the number of joint bidders that may participate.
7. Type Signer’s name under signature; each joint bidder must sign.



**SAMPLE BID FORM**

Bureau of Land Management  
 Alaska State Office  
 222 W. 7<sup>th</sup> Avenue, #13  
 Anchorage, Alaska 99513-7599

CP Oil and Gas Lease Sale 2021  
 Date of Sale: \_\_\_\_\_  
 Bid Submitter: \_\_\_\_\_

**CP OIL AND GAS LEASE BID**

It is understood that this bid legally binds the bidder(s) to comply with the relevant regulations in Title 43 Code of Federal Regulations Subpart 3132, other applicable regulations, and requirements of the Detailed Statement of Sale.

The following bid is submitted for an oil and gas lease for the tract specified below:

Tract Number	Amount Bid	Amount of Payment Submitted with Bid
_____	_____	\$ _____
Bidder Name	Percent Interest	Name(s), Address(es), and Signature(s)
_____	_____	
		By: _____
_____	_____	
		By: _____
_____	_____	
		By: _____
<b>TOTAL:</b>	<u>100.00</u>	

**SAMPLE OF BID FORM**

Bureau of Land Management  
 Alaska State Office  
 222 W. 7<sup>th</sup> Avenue, #13  
 Anchorage, Alaska 99513-7599

CP Oil and Gas Lease Sale 2021  
 Date of Sale: \_\_\_\_\_  
 Bid Submitter: **Explorer LTD**

**CP OIL AND GAS LEASE BID**

It is understood that this bid legally binds the bidder(s) to comply with the relevant regulations in Title 43 Code of Federal Regulations Subpart 3132, other applicable regulations, and requirements of the Detailed Statement of Sale.

The following bid is submitted for an oil and gas lease on the tract specified below:

Tract Number	Amount Bid	Amount of Payment Submitted with Bid
<u>2021-CP-XXX</u>	<u><b>\$6,157,623</b></u>	<u><b>\$1,231,524.60</b></u>
 Bidder Name	 Percent Interest	 Name(s), Address(es), and Signature(s)
<u><b>Explorer LTD.</b></u>		<u><b>33.33</b></u> <u><b>Explorer LTD</b></u> <u><b>Box 123456</b></u> <u><b>Dime Box, Texas 12345</b></u>  By: <u>(signature)</u> <u><b>L. W. In</b></u> <u><b>Vice President</b></u>
 <u><b>Oil Musher's Inc.</b></u>	 <u><b>33.33</b></u>	<u><b>Oil Musher's Inc.</b></u> <u><b>General Delivery</b></u> <u><b>Cicely, Alaska 99000</b></u>  By: <u>(signature)</u> <u><b>M. E. Too, II</b></u> <u><b>Attorney-in-Fact</b></u>
 <u><b>Let's Explore</b></u>	 <u><b>33.34</b></u>	<u><b>Let's Explore</b></u> <u><b>246 Muskeg Lane</b></u> <u><b>Anchorage, Alaska 99000</b></u>  By: <u>(signature)</u> <u><b>I. Al So</b></u> <u><b>President</b></u>
 TOTAL:	 <u><b>100.00</b></u>	



## Sample Bid Envelope

1. Use standard size envelopes not to exceed 4-1/2" x 10-1/2" when submitting bids.
2. Use large boldface type, such as Times New Roman Bold - 12 pt.

**Bid Submitter**

**Tract No.**

**SEALED BID FOR CP OIL AND GAS LEASE SALE 2021**  
**NOT TO BE OPENED UNTIL 10:00 am, January 6, 2021** -



# **EXHIBIT E**

## **Bidder Contact Form**



United States Department of the Interior  
Bureau of Land Management  
Alaska State Office  
222 W. 7<sup>th</sup> Avenue, #13  
Anchorage, AK 99513-7599

EXHIBIT E

**Bidder Contact Form**  
CP Oil and Gas Lease Sale

Bidder Name: \_\_\_\_\_  
(Bidder submitting bids)

Signature: \_\_\_\_\_

Title \_\_\_\_\_

Area Code - Phone Number \_\_\_\_\_

Date \_\_\_\_\_

**I. Payments and Refunds**

Indicate below the contact for notification of bid acceptance and payment instructions for the 1/5th bonus and first year rental amounts (please also indicate an alternate):

\_\_\_\_\_  
(Name) (Alternate)

\_\_\_\_\_  
(Company or Bidder)

\_\_\_\_\_  
(Area Code - Phone Number)

\_\_\_\_\_  
(Area Code - Fax Number)

**II. Deliver Leases to: (Federal Express requires Street Address and Zip Code)**

\_\_\_\_\_  
(Company/Bidder)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Attention)

\_\_\_\_\_  
(Area Code - Phone Number)

**III. Return of Unsuccessful Checks**

The bid deposit check or checks for unsuccessful bids will be returned to only one bidder within a bidding combine. Indicate preferred method of delivery:

☐ Pick-up at Alaska State Office

\_\_\_\_\_  
(Individual Authorized to Pick up Checks)

\_\_\_\_\_  
(Company/Bidder)

\_\_\_\_\_  
(Area Code - Phone Number)

☐ Mail to: (Federal Express requires Street Address and Zip Code)

\_\_\_\_\_  
(Company/Bidder)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Attention)

\_\_\_\_\_  
(Area Code - Phone Number)

**IV. Return of Deposit for Rejected Bids**

All refunds for rejected bids will be made to only one bidder within a bidding combine. Indicate in which manner you would like these refunds returned.

☐ Mail ☐ Pick-up at Alaska State Office

\_\_\_\_\_  
(Name of Authorized Individual)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Phone Number)



# **EXHIBIT F**

## **Oil and Gas Lease Bond Form 3000-4**

**Note to Bidders:** BLM will accept the form in this exhibit for use in bonding for the Coastal Plain Lease sale.





UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**OIL AND GAS OR GEOTHERMAL LEASE BOND**

ACT OF FEBRUARY 25, 1920 (30 U.S.C. 181 ET SEQ. )

ACT OF AUGUST 7, 1947 (30 U.S.C. 351-359)

DEPARTMENT OF THE INTERIOR APPROPRIATIONS ACT, FY 1981 (42 U.S.C. 6508)

ACT OF DECEMBER 24, 1970 (30 U.S.C. 1001-1025)

SECTION 20001 OF THE TAX CUT AND JOBS ACT OF DECEMBER 22, 2017 (16 U.S.C. 3143)

OTHER OIL AND GAS AND GEOTHERMAL LEASING AUTHORITIES AS APPLICABLE

Bond Number

Lease Serial Number (For Individual Bond Only)

CHECK ONE ☐ OIL AND GAS ☐ GEOTHERMAL RESOURCES

CHECK ONE

☐ SURETY BOND

KNOW ALL BY THESE PRESENTS, That \_\_\_\_\_ (name)

of \_\_\_\_\_ (address)

as principal, and \_\_\_\_\_ (name)

of \_\_\_\_\_, as surety, (address)

are held and firmly bound unto the United States of America in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),

lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond.

☐ PERSONAL BOND

KNOW ALL BY THESE PRESENTS, That \_\_\_\_\_ (name)

of \_\_\_\_\_, as principal, is held and firmly (address)

bound unto the United States of America in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States which sum may be

increased or decreased by a rider hereto executed in the same manner as this bond.

The principal, in order to more fully secure the United States in the payment of the aforesaid sum, hereby pledges as security therefore United States negotiable securities of a par value equal to the amount specified. The principal, pursuant to the authority conferred by Section 1 of the Act of September 13, 1982 (31 U.S.C. 9303), does hereby constitute and appoint the Secretary of the Interior to act as his attorney. The interest accruing on the United States securities deposited, in the absence of any default in the performance of any of the conditions, or stipulations set forth in this bond and the instrument(s) granting rights and interests in Federal lands, must be paid to the principal. The principal hereby for himself/herself, any heirs, executors, administrators, successors, and assigns, joint and severally, ratifies and confirms whatever the Secretary shall do by virtue of these presents.

The principal/surety shall apply this bond or the Secretary shall transfer this deposit as security for the faithful performance of any and all of the conditions and stipulations as set forth in this bond and the instruments granting rights and interests in Federal lands. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that: (1) for a Surety Bond, the surety/principal shall apply the bond or any portion thereof; (2) for a Personal Bond, the Secretary shall have full power to assign, appropriate, apply or transfer the deposit or any portion thereof, to the satisfaction of any damages, assessments, late payment charges, penalties, or deficiencies arising by reason of such default.

This bond is required for the use and benefit of (1) the United States; (2) any lessee, permittee, or contractor, under a lease, permit, or resource sale contract issued, or to be issued, by the United States covering the same land subject to this bond, covering the use of the surface or the prospecting for, or the development of other mineral deposits in any portion of such land, to be paid to the United States. For such payment, well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors, and assigns, jointly and severally.

This bond shall cover all surface disturbing activities related to drilling operations on a Federal leasehold(s) in accordance with authorization(s) granted under the Acts cited above for:

CHECK ONE

☐ NATIONWIDE BOND — Operations conducted by or on behalf of the principal(s) or on the leasehold(s) of the principal(s) in the United States including the Coastal Plain or the National Petroleum Reserve in Alaska (NPR-A) when a rider sufficient to bring the amount in conformance with 43 CFR 3134 is provided, and provided a rider is obtained, also coverage of multiple exploration operations.

☐ STATEWIDE BOND — Operations conducted by or on behalf of the principal(s) or on the leasehold(s) of the principal(s), except the NPR-A, and, provided a rider is obtained, also coverage of multiple exploration operations within the single state of \_\_\_\_\_.

☐ INDIVIDUAL BOND — Operations conducted by or on behalf of the principal or on the leasehold of the principal on the single lease identified by the serial number above.

NATIONAL PETROLEUM RESERVE IN ALASKA (NPR-A) BOND OR COASTAL PLAIN (CP) BOND - This bond shall cover:

☐ NPR-A LEASE BOND ☐ CP LEASE BOND — The terms and conditions of a single lease.

☐ NPR-A WIDE BOND ☐ CP WIDE BOND — The terms and conditions of all leases. and provided a rider is obtained, coverage of multiple exploration operations.

## BOND CONDITIONS

The conditions of the foregoing obligations are such that:

1. WHEREAS the principal has an interest in a lease(s) and/or responsibility for operations on a lease(s) issued under the Acts cited in this bond; and
2. WHEREAS the principal and surety agree(s) that with notice to the surety the coverage of this bond, in addition to the present holding(s) of and/or authorization(s) granted to the principal, shall extend to and include:
  - a. Any lease(s) hereafter issued to or acquired by the obligor/principal, except under individual lease bonds, the coverage is to be confined to the principal's holding( s) and/or authorization(s) granted under the Acts cited in this bond, and to become effective immediately upon such authorization, approval or issuance of a transfer in favor of the principal; and
  - b. Any transfer(s) of operating rights hereafter entered into or acquired by the principal affecting lease(s); and
  - c. Any activity subsequent hereto of the principal as operator under a lease(s) issued pursuant to the Acts cited in this bond; and

Provided, That the surety may elect to terminate the additional coverage authorized under this paragraph. Such termination will become effective 30 days after the BLM receives notice of the election to terminate. After the termination becomes effective, the additional interest(s) identified in this paragraph will not be covered by this bond; and

3. WHEREAS the principal and surety agree(s) that with notice to the surety that this bond shall remain in full force and effect notwithstanding: Any assignment(s) of an undivided interest in any part or all of the lands in the lease(s) in which event the assignee(s) shall be considered to be coprincipal(s) on an individual, CP or NPR-A bond as fully and to the same extent as though his/her or their duly, authenticated signatures appeared thereon; and
4. WHEREAS the obligor/surety hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding:
  - a. Any assignment(s) of 100% of some of the lands described in the lease(s), the bond to remain in full force and effect only as to the lands retained in the lease(s); and
  - b. Any transfer(s) either in whole or in part, of any or all of the operating rights and further agrees to remain bound under this bond as to the interests in the operating rights retained by the principal; and
  - c. Any modification of a lease or operating right, or obligation thereunder, whether made or effected by commitment of lease or operating right to unit, co-

operative, communitization or storage agreements, or development contracts, suspensions of operations or production, waivers, suspensions or changes in rental, minimum royalty and royalties, compensatory royalty payments, or otherwise; and

- d. Any extension of a lease(s) covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth in the lease(s); and

5. WHEREAS the principal and surety hereby agree(s) that notwithstanding the termination, expiration, cancellation or relinquishment of any lease(s), whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of all remaining leases and obligations covered by the bond; and

6. WHEREAS the principal, as to any lease or part of a lease for land on which he/she is the operator, in consideration of being permitted to furnish this bond in lieu of the lessee(s) or operating rights owner(s), agrees and by these presents does hereby bind himself/herself to fulfill on behalf of each lessee or operating rights owner all obligations of such for the entire leasehold in the same manner and to the same extent as though he/she were lessee or operating rights owner; and

7. WHEREAS the obligor/principal and surety agree(s) that the neglect or forbearance of said lessor in enforcing, as against any responsible party, the payment of rentals or royalties or the performance of any other term or condition of the lease(s) shall not, in any way, release the principal and surety, or either of them from any liability under this bond; and

8. WHEREAS the principal and surety agree(s) that in the event of any default under the lease(s) the lessor may commence and prosecute any claim, suit, or other proceeding against the principal and surety or either of them, without the necessity of joining the lessee(s); and

9. WHEREAS if the principal fails to comply with any provisions of an oil and gas lease, and the noncompliance continues for thirty (30) days after written notice thereof, such lease shall be subject to cancellation and the principal shall also be subject to applicable provisions and penalties of the Federal Oil and Gas Royalty Management Act (30 U.S.C. 1701 et seq.) or the Federal Onshore Oil and Gas Leasing Reform Act. This provision shall not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default.

10. NOW, THEREFORE If said principal, his/her heirs, executors, administrators, successors, or assigns shall in all respects faithfully comply with all of the provisions of the instrument(s) granting rights and interests in Federal lands referred to above, then the obligations are to be void; otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of:

### NAMES AND ADDRESSES OF WITNESSES

_____	_____ (L.S.)
	(Principal)
_____	_____
	(Business Address)
_____	_____ (L.S.)
	(Surety)
_____	_____
	(Business Address)

If this bond is executed by a corporation, it must bear the seal of that corporation.

# **EXHIBIT G**

## **Geophysical Exploration Rider Form** **for Use with CP**



**U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ALASKA STATE OFFICE – ANCHORAGE, ALASKA**

**Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)**  
**Other Oil and Gas Leasing Authorities as Applicable**

AK 3104-1 (March 2002)



# **EXHIBIT H**

## **Sample Coastal Plain Lease Form**





**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ALASKA STATE OFFICE  
OFFER TO LEASE AND LEASE FOR OIL AND GAS**

Serial No. \_\_\_\_\_

The undersigned (page two) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to Section 20001 of Public Law 115-97 (Dec. 22, 2017; 131 Stat. 2235; 16 U.S.C. 3143 Note).

**READ INSTRUCTIONS BEFORE COMPLETING**

1. Name

Street

City, State, Zip Code

2. This application/offer/lease is for Federal Lands in the Coastal Plain of the Arctic National Wildlife Refuge (ANWR).

Legal description of land requested:

\*Tract No.: \_\_\_\_\_ \* Sale Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(m/d/y):

T. \_\_\_\_\_ R. \_\_\_\_\_ Meridian \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Amount remitted: Filing fee \$ \_\_\_\_\_ Rental fee \$ \_\_\_\_\_ Total acres applied for \_\_\_\_\_  
Total \$ \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE**

3. Land included in lease:

T. \_\_\_\_\_ R. \_\_\_\_\_ Meridian \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Total acres in lease \_\_\_\_\_

Rental retained \$ \_\_\_\_\_

This lease is issued granting the exclusive right to drill for, extract, remove and dispose of all the oil and gas (except helium) in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon, and including access to those lands through the availability of off-lease right-of-way and easements necessary for the exploration, development, production, or transportation of oil and gas from such lands for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to reasonable regulations and formal orders hereafter promulgated when not inconsistent with, or unduly burdensome on, lease rights granted or specific provision of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR Part 3130 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

THE UNITED STATES OF AMERICA

[ ] Competitive Coastal Plain Lease with a term of 10 years.

by \_\_\_\_\_  
(Signing Officer)

(Title)

(Date)

EFFECTIVE DATE OF LEASE \_\_\_\_\_

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR Part 3132.1 and the leasing authorities; (3) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

NOTICE

The Privacy Act of 1974 and the regulations at 43 CFR 2.223(d) provide that you be furnished with the following information:

**AUTHORITY:** Section 20001 of PL 115-97 (Dec. 22, 2017; 131 Stat. 2235)

**PRINCIPAL PURPOSE:** The primary uses of the records are (1) to determine your qualification to receive an oil and gas lease; and (2) to provide information concerning oil and gas leases for administrative and public use.

**ROUTINE USES:** BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to members of the public who have a need for the information that is maintained by BLM for public record; (2) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (3) to appropriate Federal, State, local or foreign agencies responsible for investigating, prosecuting violations, enforcing or implementing this statute, regulation, or lease; and (4) to a congressional office when you request the assistance of the Member of Congress in writing.

**EFFECT OF NOT PROVIDING THIS INFORMATION:** If you do not furnish all the information required by this form, your application may be rejected.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

- Sec. 1. Rentals - Rentals must be paid to the proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are specified in the detailed statement of sale.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, or a well that meets criteria in 43 CFR 3137.82 and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified for those lands not within a participating area.

Failure to pay annual rent, within 30 days after receipt of a Notice of Delinquency shall cause this lease to terminate. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties – Royalties shall be paid to the proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. The royalty rate is 16.67 percent.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of the lessee.

An interest charge shall be assessed on the late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas loss or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rules, regulations, orders, or citations issued under FOGRMA or the leasing authority.

Sec. 3. Bonds – A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage – Lessee must exercise reasonable diligence in developing and producing, and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves the right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection – Lessee shall file with the proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that support costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee’s accounting office for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552)

Sec. 6. Conduct of operations – Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. To the extent consistent with the lease rights granted, lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. Such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the
- approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with the rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short-term special studies under guidelines provided by lessor. If, in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Extraction of helium – Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provision of this section.

Sec. 8. Damages to property – Lessee shall pay lessor for damage to lessor’s improvements and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 9. Protection of diverse interests and equal opportunity – Lessee shall pay when due, all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States, maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee’s subcontractors shall maintain segregated facilities. During the performance of this lease, the lessee must comply fully with paragraphs (1) through (8) of 41 CFR 60-1.4(a) with respect to employment discrimination on the basis of race, color, religion, sex, or national origin, and must incorporate the requirements set forth in those paragraphs in every subcontract or purchase order, as provided by that regulation.

Sec. 10. Transfer of lease interests and relinquishment of lease – As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office, a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 11. Delivery of premises – At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 12. Proceedings in case of default – If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains;

(a) a well capable of production of oil and gas in paying quantities or

(b) meets criteria under 43 CFR 3135.1-5 or

The lease is committed to an approved cooperative or unit plan or communitization agreement which;

(a) contains a well capable of production of unitized substances in paying quantities or

(b) meets the criteria under 43 CFR 3137.70 and 43 CFR 3137.82.

This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. As such, remedy or waiver shall prevent later cancellation of the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 13. Heirs and successors-in-interest – Each obligation of this lease shall extend to and be binding upon and every benefit hereof shall inure to: the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

Sec. 14. Coastal Plain leases and associated lease rights, other development rights, and access rights are granted

pursuant to the authority contained in Section 20001 of PL 115-97; and are subject to the lease stipulations established by the ROD for the ANWR Coastal Plain Leasing Environmental Impact Statement (Leasing EIS) in effect at the time this lease is issued or renewed, the required operating procedures established by the ROD for the ANWR Coastal Plain Leasing EIS in effect at the time lease operations are approved, and compliance with the Section 106 National Historic Preservation Act Programmatic Agreement for the Coastal Plain leasing program in effect at the time lease operations are approved.

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## INSTRUCTIONS

### A. General

1. The front of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete front of the form for all other types of leases.
2. Entries must be typed or printed plainly. Offeror must sign Item 4.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.10 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

### B. Special:

Item 1 - Enter offeror's name and billing address.

Item 2 - A single tract number and Sale Date shall be the only acceptable description.

Item 3 - This space will be completed by the United States.

## PAPERWORK REDUCTION ACT STATEMENT

The Paperwork Reduction Act of 1990 (44 U.S.C. 3501 et seq.) requires us to inform you that:

1. This information is being collected pursuant to the law.
2. This information will be used to create and maintain a record of oil and gas lease activity.
3. Response to this request is required to obtain a benefit.

**EFFECT OF NOT PROVIDING INFORMATION - If you do not provide all the information, the offer may be rejected. See regulations at 43 CFR Part 3130.**