Appendix 13

Standardized Stipulations Applied to Mitigate the Impacts of Non-Oil and Gas Authorizations

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Following is a list of stipulations that BLM commonly applies to authorizations it issues in the Northwest NPR-A Planning Area to mitigate the impacts of these activities. It is very unlikely that any authorization would contain most of these stipulations. Rather, depending on the nature of the activity being authorized, the time of year during which the activity would occur, and the lands and resources likely to be impacted by the activity, different stipulations from this list would apply. "Holder" refers to the party receiving use authorization from BLM; in some authorizations the term is modified to Permittee, Lessee, or other similar designation.

1. All operations will be conducted in such a manner as not to cause damage or disturbance to any fish or wildlife or to subsistence resources.
2. Chasing by vehicles or buzzing by aircraft of any wildlife is prohibited. Particular attention will be given to not disturbing caribou.
3. Holder shall prohibit the feeding of wildlife. Garbage or other potentially edible items, which would attract wildlife, shall be kept in covered containers while awaiting incineration.
4. Aircraft shall maintain 1,000 foot above ground level (AGL) (except for take off and landings) over designated caribou concentration areas (i.e., winter and summer ranges, insect relief areas, etc.) during the specific time period designated (winter - October 1st through May 15th, summer - May 15th through September 30th) unless doing so would endanger human life or safe flying practices.
5. All operations shall be conducted with due regard for good resource management and in such a manner as not to block any stream, or drainage system, or change the character or course of a stream, or cause the pollution or siltation of any stream or lake.
6. All activities shall be conducted so as to avoid or minimize disturbance to vegetation.
7. Cultural and Paleontological Resources. Any cultural or Paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to the proper mitigation measures will be made by the AO after consulting with the Holder.
8. Crossing of waterway courses shall be made using a low angle approach in order not to disrupt the naturally occurring stream or lake banks.
9. Camps will be situated on gravel bars, sand, or other durable lands. Where leveling of trailers or modules is required and the surface has a vegetative mat, leveling will be accomplished with blocking rather than leveling with a bulldozer.
10. Black water shall be kept separate from gray water and kitchen wastewater. Gray wash water and kitchen wastewater may be filtered to remove solids and the liquid discharged to the land surface. All solids and sludges shall be incinerated.
11. All solid wastes shall be removed from the public lands to Alaska State DEC approved solid waste

disposal facilities. Solid waste combustibles may be incinerated. All non-combustible solid waste, including ash from incineration and fuel drums, shall be removed for approved disposal. There will be no burial of garbage or human wastes.

12. All fuel spills will be cleaned up immediately, taking precedence over all other matters, except the health and safety of personnel. Spills will be cleaned up utilizing absorbent pads or other Alaska State DEC approved methods.
13. As soon as possible, but not later than 24 hours, notice of any such discharge of oil or hazardous substance as defined in AS 46.03.755, 18 AAC 75.300-.307, will be given to the Authorized Officer and any other Federal and State officials as are required by law.
14. DEC approved oil spill cleanup materials (absorbents) will be carried by each field crew and stored at all fueling points and vehicle maintenance areas.
15. State and Federal safety standards for fuel handling will be followed.
16. No fuel storage or refueling of equipment will be allowed within the flood plain of a river or lake.
17. Drip basins or absorbent diapers will be placed under all non dry-disconnect-type fuel line couplings and valves.
18. Fuel and other petroleum products storage of 55 gallons or greater must have secondary containment with 110% of the capacity of the primary storage. The secondary containment, such as lined and bermed systems, must meet local, State and federal codes and regulations. Above ground storage of fuels or other petroleum products in excess of 660 gallons, or an aggregate above ground storage capacity of greater than 1320 gallons; or any facility which, due to location, could reasonably expect spilled fuels to reach waters of the United States or adjoining shorelines must prepare and maintain a Spill Prevention Control and Countermeasure (SPCC) Plan in accordance with 40 CFR 112 regulations.
19. All fuel containers, including barrels and propane tanks, shall be marked with Holder's name, product type, and year filled or purchased (e.g., Company Name, Hydraulic Fluid, 1994).
20. All structures will be painted so as to blend into the natural environment. All colors are to be pre-approved by the Authorized Officer of BLM.
21. All operations must not impede rural residents from pursuing their traditional subsistence activities (ANILCA, PL 96-487).
22. During construction the Holder shall provide a bond in the amount of $_____, to be maintained until restoration of the disturbed areas and other requirements relative to the construction phase of the project have been accepted by the Authorized Officer. Upon completion, or partial completion of these construction related requirements, the AO may terminate or reduce the amount of the bond.
23. During termination, a bond, acceptable to the AO, shall be furnished by the Holder by _____ or at such earlier date as may be specified by the AO. The amount of this bond shall be determined by the AO. This bond must be maintained in effect until removal of improvements and restoration of the right-of-way / permit have been accepted by the AO.
24. Should the bond delivered under this grant / permit become unsatisfactory to the AO, the Holder, shall, within 30 days of demand, furnish a new bond.
25. The Holder agrees that all monies deposited with the AO as security for Holder's performance of the terms and conditions of this grant / permit may, upon failure on the holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the satisfaction of the Holder's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.
26. Holder shall comply with all applicable Federal, State and local laws and regulations thereunder, existing or hereafter enacted or promulgated, affecting in any manner, construction, operation, or maintenance of the authorized structures and surrounding lands.
27. The United States reserves the right to use the lands or to authorize the use of the lands in any way compatible with the authorized use. Authorized representatives of Federal and State agencies, and State or local law enforcement personnel shall at all times have the right to enter the premises on official business.
28. This permit/lease does not authorize the cabin(s) or site to be used for a residence or for any purposes not specified on the permit/lease. Any changes must be approved in advance by the authorized officers. The Authorization grants no unspecified privileges, such as exclusive use of a trapping area, etc.
29. No authorized prior existing uses will be interfered with by the holder of the lease/permit, nor will any public access routes, including, but not limited to trails, roads, river, and streams, be blocked or otherwise disturbed.

(For use only with commercial cabins), The Holder shall submit a yearly statement which includes:

1. period(s) of use;
2. purpose of use; and

revenue generated by use. Copies of receipts indicating gross income shall be submitted yearly. Failure to submit the required statement of use for cabin(s) for a period of two consecutive years will result in a determination that the cabin(s) has been abandoned and the lease/permit will be canceled.

30. Failure to construct during an 18-month period after issuance of the lease/permit will result in a determination that the cabin(s) and/or site has been abandoned and the lease/permit will be canceled. Commercial Cabins: This lease/permit may be transferred subleased, or rented by the lessee only after receiving written authorization from the authorized officer.
Special Cabin(s): The structure(s) authorized shall not be subleased or rented.
31. Clearing of vegetation is permitted only for the area of the actual construction site and brushing for fire protection, in other areas the vegetation will be left in its natural state.
32. The applicant shall obtain a house log permit or sale for logs used in construction of structures.
33. The applicant shall obtain a firewood cutting permit which shall be limited to dead timber (down or standing).
34. If the Holder discovers any archeological, Paleontological, or historical objects, he shall leave them in place and notify the authorized officer within 30 days of their discovery.
35. The Federal government shall not be held responsible for protection of the Holder's structures or other personal property. Fire protection in the area will be consistent with the approved fire management plan.
36. The Holder shall be liable for damages to public lands resulting from his/her negligent use of fire.
37. Outhouses will be located a minimum of at least 100 feet from the high-water mark of streams, rivers or lakes. Pits will be backfilled with a minimum of two feet of over-material when the pit has reached capacity or the permit/lease is terminated. All outhouses must comply with State DEC Standards.
38. The cabin(s) and surrounding area must be kept clear and litter free. Waste must be burned or incinerated as specified by State law (IIAAC (94.260)) and noncombustible waste will be backhauled to an approved solid waste disposal site.
39. Fuel drums will be stored a minimum of 150 feet from any water body.
40. Violation of any of the terms of the lease/permit or associated stipulations shall be considered cause for termination. The cabin lease or permit may be terminated immediately, if necessary to prevent damage to public values or for public safety, if the permit site has not been brought into conformance.
41. Cabin permits and leases will expire upon conveyance of interim managed land to the State or Native Corporation(s), unless an agreement has been reached with the entity receiving title. (This agreement must be reached prior to issuance of the lease.)
42. Upon termination, revocation, or cancellation of a lease or permit, the Holder shall remove all structures and improvements, except those owned by the United States, within 60 days of the notice of termination, revocation, or cancellation, and shall restore the site to as nearly a natural condition as possible, unless otherwise agreed upon in writing or in the use authorization. If the Holder fails to remove all such structures of improvements within the agreed upon time period, the structures or improvements shall become the property of the United States, however, this shall not relieve the holder of liability for the cost of any required removal and restoration of the site.
43. Cancellation of a lease or permit for any reason does not relieve the Holder of the responsibility and liability for cleaning up and rehabilitation the site.
44. Precise geographic positions of all research sites associated with this authorization shall be submitted to the Authorized Officer. These locations can be noted by either Latitude and Longitude or Universal Transverse Mercator coordinates.
45. A summary of the previous field seasons activities shall be submitted to the Authorized Officer by December 31st of each year during the authorized period. The summary shall include the approximate number of times each site was visited, by how many people, and at what time periods. This summary shall also include any changes to the type of collection taking place and any proposed site additions.
46. A copy of published results from the data acquired will be submitted to the Authorized Officer upon Permit expiration or renewal.
47. Protection of Survey Monuments. The Holder shall protect all survey monuments. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic benchmarks and triangulation

stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing agency, if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a Bureau Cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of Public Lands of the United States, latest edition. If the Bureau Cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monuments, the Holder shall be responsible for survey costs.