

APPENDIX D

MITIGATION COMPLIANCE AND MONITORING PLAN

Outline for a Mitigation Monitoring Plan for the WTP Natural Gas Full Field Development Project

Upon signing of the Record of Decision (ROD), the BLM and operators would develop a Memorandum of Understanding (MOU) that clearly outlines the specific mitigation measures required as part of the monitoring plan. Mitigation measures would be required during the development, production, and final abandonment and reclamation phases of the WTP project. Specific monitoring requirements would vary depending on the mitigation measures that are identified as Conditions of Approval (COA) in the ROD.

Points-of-Contact: The MOU would identify a BLM point-of-contact and an operator(s) point-of-contact for the monitoring process.

The BLM would select a third party contractor that would be paid for by the operator. The third party contractor would be responsible for monitoring and compliance reporting. Multiple third-party contractors may be required to ensure that monitoring is conducted by professionals with the appropriate expertise. For example, contractors with the skills needed to monitor the effectiveness of interim reclamation may not have the skills to monitor the effectiveness of erosion control best management practices (BMPs).

Specific Monitoring Components: The MOU would clearly identify the specific mitigation measures that require compliance inspections and/or effectiveness reports. Such measures may include the monitoring of surface disturbance thresholds, interim reclamation, road closures, gating of roads, erosion control BMPs, and wildlife protection mitigation requirements. The MOU would specifically identify the parameters and metrics for determining compliance with and/or effectiveness and success of mitigation measures. Part of determining the success of mitigation measures would involve receipt of required deliverables from compliance inspections (e.g., photographs of reclamation efforts). The frequency of compliance inspections would also be outlined in the MOU for each resource.

Documentation of Findings: The MOU will specify how the monitoring contractor will document compliance and/or violation of mitigation requirements. For example, the monitoring contractor could be responsible for providing verbal reports to the BLM point-of-contact (POC) within 1 business day of monitoring completion. The verbal reports could primarily serve to inform the BLM of any violations of or non-conformance with mitigation requirements. Within 3 business days of the verbal report, formal written compliance verification reports and/or notices of violation would then be submitted concurrently to the BLM and operators. Upon receipt of the notice of violation, the BLM would provide the operator with a notice of corrective action within 3 business days.

Quality Control: The MOU would identify the BLM's quality control responsibilities. The MOU would require that the BLM conduct spot checks of the monitoring contractor's work to ensure the adequacy and accuracy of monitoring efforts and reports.

Adaptive Management: The MOU would provide the flexibility for modifications to mitigation measures, monitoring techniques, and the metrics used to evaluate the mitigation measures. Adaptive management would allow for more effective resource management and communication between all stakeholders.

Annual Meeting: The MOU would explain the need for an annual performance and planning meeting to be held between the BLM, operator, and monitoring contractor. The purpose of the

meeting would be to review the operator's compliance with monitoring requirements; review performance by the monitoring contractor; review the adequacy of the monitoring requirements and techniques; and identify goals for the next calendar year. This performance and planning meeting would be held at the BLM Price Field Office during the 4th quarter of each calendar year starting in Year 1 of the WTP development phase.