

CATEGORICAL EXCLUSION

Project Name/Applicant: Cellular Inc. COW (INL RWMC) Communication Use Lease Renewal

Project/Case File Number: IDI-35147

Project Lead: Becky Lazdauskas, Realty Specialist

CE Number: DOI-BLM-ID-I010-2013-0007-CX

Date of Preparation: December 19, 2012

PROPOSED ACTION:

On October 24, 2012, Kevin Howell of Verizon wireless, on behalf Cellular Inc. Network Corp, submitted an application (SF-299) requesting a renewal of an existing right-of-way allowing for the use of a mobile cell cite, commonly referred to as a cell on wheels (COW), located on public land in Butte County. The COW is located within the boundary of the Departments of Energy's Idaho National Laboratory and is referred to as the ID-5 RWMC COW. The COW is located next the INL's Radio Active Management Complex. The authorization encumbers approximately 0.16 acres of withdrawn public land in E½NE¼ of section 18, T. 2 N., R. 29 E., B.M., Idaho, see Exhibit A

The original ROW was issued February 2, 2006, and is due to expire on December 31, 2012. The authorization allows for an area 23'x30.5', a 60' monopole supported by guyed wires, an underground powerline and grounding system, and equipment mounted to a mobile trailer. A free-standing 6-foot chain link fence surrounds the facility, see Exhibit C.

This renewal would not convey any additional rights or allow for any new ground disturbance. The renewal was filed under the authority of Public Law 94-579, the Federal Land Policy and Management Act of 1976, and current Bureau regulations found at 43 CFR 2800. To meet current regulations and Bureau policy, the right-of-way renewal would be issued using the Communication Use Lease, Form 2800-018.

CONSULTATION AND COORDINATION:

A description of the proposed action was posted to the online NEPA register. This is available to members of the public through the Upper Snake Field Office webpage. The proposed renewal was presented to members of the BLM Interdisciplinary Team on December 10, 2012, no issues were identified.

This communication site is located on public lands within the Idaho National Laboratory (INL) boundaries. As these lands are managed under a Memorandum of Understand (MOU) between Department of Energy (DOE), Idaho and the BLM, INL was consulted regarding the renewal. DOE responded on December 12, 2012 and stated that INL concurred with the renewal of the lease for a 5 year period with attached DOE-ID Right-of-way Stipulations, Exhibit C.

FINDING AND RECOMMENDATION:

The proposed action is categorically excluded as outlined in 516 DM 11.9, Appendix 4 E9 and none of the extraordinary circumstances described in 516 DM 2, Appendix 2 apply. This exclusion states that renewing and assigning permits or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations may be excluded from further environmental review.

I recommend that communication use lease, IDI-35147, be renewed and granted for a period of 5 years subject to the terms and conditions and the attached stipulations (see Exhibit B). The communication use lease is to be issued under the authority of Public Law 94-579 (Federal Land Policy and Management Act) and the regulations found at 43 CFR 2800. Annual rental would be required in accordance with 43 CFR 2806.30.

DECISION AND RATIONALE FOR THE DECISION:

It is my decision to renew communication use lease IDI-35147, allowing the continued use of withdrawn public land for mobile cell cite (COW). The lease area encumbers approximately 0.16 acres. The lease would be issued for a 5 year period, expiring on December 31, 2017, subject to the current terms and conditions found at 43 CFR 2800 and the attached stipulations (Exhibit B). Rent would be collected as required in 43 CFR 2806.30.

Issuance of the lease would cause no significant environmental disturbance. The subject action qualifies as a Categorical Exclusion and meets the criteria contained in 516 DM 11.9, Appendix 4 E9. None of the exceptions found in 516 DM 2, Appendix 2 apply.

LAND USE PLAN CONFORMANCE:

The proposed action is located in Butte County, Idaho, within the boundaries of the BLM's Idaho Falls Field Office. The Big Desert Management Framework Plan USDOJ-BLM, 1981, provides general guidelines for the protection and use of resources in this area. While this action is not specifically addressed in the document, the plan does provide for the consideration of right-of-way applications.

The proposed action has been determined to be in conformance with the terms and conditions of the applicable BLM Land Use Plans as required by 43 CFR 1610.5.

APPEALS INFORMATION:

Right-of-way Decisions become effective upon approval by the authorized officer (43 CFR 2801.10(b)). Appeal procedures may be found at *43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2801.10.*

Becky Lazdauskas
Realty Specialist

Date

Josh Gibbs
NEPA Reviewer

Date

Jeremy Casterson
Field Manager

Date

Extraordinary Circumstances Requiring Preparation of an EA or EIS

(516 DM 2, Appendix 2)

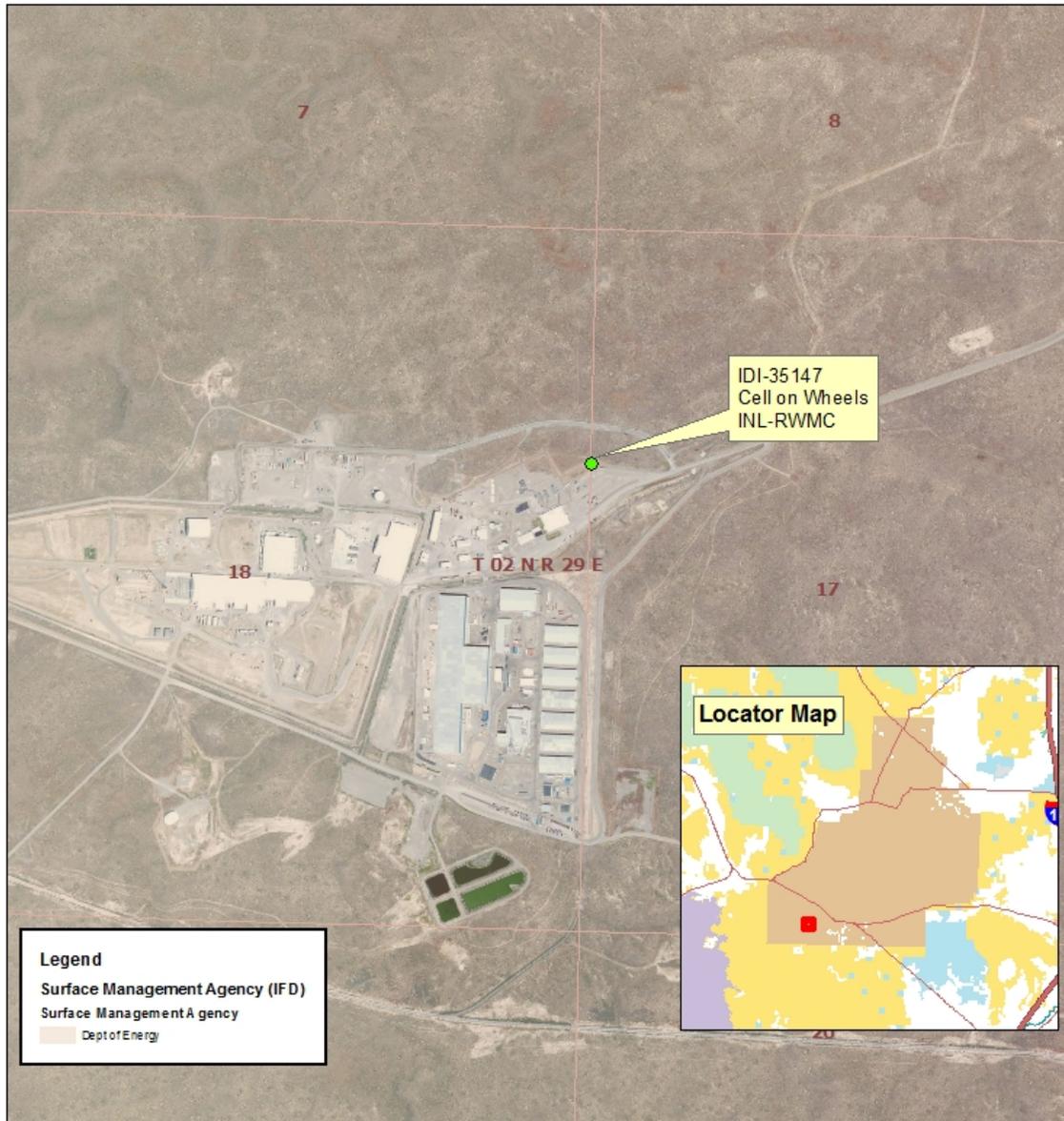
The action described in categorical exclusion **#DOI-BLM-ID-I010-2013-0007-CX (IDI-35147)** has been reviewed to determine that none of the extraordinary circumstances listed below pertain to the proposed action.

DM # Extraordinary Circumstance

- 2.1 Have significant impacts on public health or safety
- 2.2 Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.
- 2.3 Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)].
- 2.4 Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.
- 2.5 Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.
- 2.6 Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.
- 2.7 Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places as determined by either the bureau or office.
- 2.8 Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated critical habitat for these species.
- 2.9 Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.
- 2.10 Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).
- 2.11 Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).
- 2.12 Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).

Cellular Inc Network Corp Communication Lease Renewal IDI-35147

EXHIBIT A
Sec. 18, T. 2 N., R. 29 E., B.M., Idaho
December 8, 2012



0 750 1,500 3,000 Feet



No warranty is made by the Bureau of Land Management for use of the data for purposes not intended by BLM.

DRAFT



Drawn 4/29/2009

Stipulations- Exhibit B
IDI-35147

THESE STIPULATIONS ARE IN ADDITION TO ALL TERMS AND CONDITIONS AS LISTED ON COMMUNICATION USE LEASE FORM 2800-018

1. All future construction, maintenance, and operation of this facility, as appropriate, shall conform to the latest edition of the Motorola R56 standards, or their equivalent, unless approved by the BLM Authorized Officer.
2. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the lease.
3. The holder shall prepare a fire prevention and suppression plan that shall be reviewed, modified and approved, as appropriate, by the authorized officer. The holder shall take into account such measures for prevention and suppression of fire on the lease area and other public land used or traversed by the holder in connection with operations of the authorization. Project personnel shall be instructed as to individual responsibility in implementation of the plan.
4. The lease area shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
5. The holder shall be responsible for weed control on disturbed areas within the limits of the lease area. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the lease stipulations).
6. The holder of right-of-way No. IDI-35147 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the holder's activity on the lease area.) This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
7. There is reserved to the Authorized Officer, the right to grant additional rights-of-way, leases or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
8. Any cultural and/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 authorized officer. An evaluation of the discovery will be made by the authorized officer 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 proper mitigation measures will be made by the authorized officer after consulting with the holder.

9. Pursuant to 43 CFR 10.4(g), the holder of this authorization must immediately notify the authorized officer by telephone, with written confirmation, upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), the holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.
10. Ninety (90) days prior to termination of the lease, the holder shall contact the authorized officer to arrange a joint inspection of the area. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

DOE-ID RIGHT-OF-WAY STIPULATIONS **Specific Obligations of the Grantee**

Grantee, its contractors, agents, and employees (Grantee) must **at its sole expense** comply with all of the following requirements while using lands within the Idaho National Laboratory (INL) Site:

1. Grantee must follow all INL security regulations and procedures imposed on its activities. Prior to commencement of any activity that involves access to the INL Site, Grantee must obtain INL identification badges for its employees and agents and instruction on security regulations and procedures. Point of contact for these requirements is the Central Facilities Area Physical Security Officer [telephone (208) 526-0577].
2. Grantee must obtain all permits, licenses, and authorizations necessary for it to conduct activities under this Right-of-Way and must abide by all federal, state, and local requirements that apply to its activities under this Right-of-Way.
3. Grantee will receive and read a US Department of Energy Idaho Operations Office (DOE-ID) Idaho Cleanup Project Safety Brochure on Military Munitions on the INL. Grantees must also ensure that their employees and agents working on the INL receive and read the brochure.
4. Grantee may excavate only where necessary and only within the area included within this Right-of-Way. If Grantee will excavate in an area that has not been previously disturbed, a cultural resources survey must be performed and clearance given by the Department of Energy, Idaho Operations Office (DOE-ID) before excavating. If Grantee will excavate in an area designated as an institutionally controlled unexploded ordnance area that has not been

previously cleared, an unexploded ordnance survey must be performed and clearance given by DOE-ID before excavating.

5. Grantee must use existing roads. Any necessary travel off existing roads is allowed only with advance permission from DOE-ID.
6. Grantee must immediately notify DOE-ID if it finds any archeological site, including Native American human remains, funerary artifacts, ceremonial or religious artifacts, cultural artifacts, or camp sites or structures. Grantee must immediately stop any work that may disturb or destroy an archeological site. Anything discovered must be left in place. Grantee is prohibited from releasing to the public any information pertaining to the location of archeological sites.
7. Grantee must immediately notify the Central Facilities Area Physical Security Officer [telephone (208) 526-0577] if it finds any unexploded ordnance. Grantee must immediately stop any work that may disturb the identified unexploded ordnance.
8. Not later than thirty (30) days after written notice from DOE-ID, Grantee must modify any structures or equipment located on the INL or modify any operation or activity furthering the purpose(s) for which this Right-of-Way is granted where either has or potentially has an adverse impact on (a) an INL mission; (b) INL security requirements; or (c) INL environmental, safety or health (ES&H) requirements. If the impact cannot be eliminated, this Right-of-Way is automatically terminated.
9. Grantee must not damage any existing or future Government-owned facilities or equipment. Grantee must promptly repair or replace any Government-owned facilities or property damaged or destroyed as a result of Grantee's activities, including survey monuments.
10. Grantee must maintain its facilities and equipment located within this Right-of-Way so that they do not present a hazard to people or the environment.
11. Grantee must comply with reasonable requirements imposed as conservation measures for the protection of wildlife within the INL, including, but not limited to the requirement to (a) bury utility lines in important habitat areas; (b) limit the construction of utility lines, guy wires and fences in important habitat areas (and if their construction is absolutely necessary, mark them to minimize collisions with sage grouse, raptors and other protected species) and seasonal use restrictions for sage-grouse breeding activities.
12. Grantee is responsible for establishing limiting conditions and mitigation activities for the area within this Right-of-Way consistent with other measures across the INL. This responsibility includes keeping the area free from accumulations of rubbish, debris, and weeds or other non-indigenous plants. DOE-ID's Environmental Surveillance, Education and Research contractor, currently Gonzales-Stoller Surveillance, LLC, may be contacted for further guidance on mitigation activities, weeds and non-indigenous plants.
13. Grantee must pay all Federal, state, and local taxes and fees associated with its activities and operations.

14. Grantee must not assign any interest in the Right-of-Way without advance written permission from DOE-ID.
15. Grantee must use the Right-of-Way only for the purposes described in the Right-of-Way. Any change in use or scope of the activities identified, including a change of spectrum use, must receive prior DOE-ID approval.
16. Grantee must disclose any significant use of the electromagnetic frequency spectrum, if any, associated with its activities under this Right-of-Way with its application. Failure to disclose use of the spectrum may, at DOE's discretion result in termination of the Right-of-Way. Further, Grantee must receive prior approval from DOE for any significant changes to the electromagnetic spectrum.
17. All wastes, including hazardous substances spills, generated by the Grantee from construction on and use of the area included within this Right-of-Way must be remediated as appropriate and disposed of off-site.
18. Grantee must remove all facilities and equipment and restore the site to its pre-Right-of-Way condition no later than 120 days after it permanently stops activities under this Right-of-Way. Lands disturbed by the Grantee's activities and final restoration of the site includes an obligation to re-establish native vegetation (native seeds or seedlings) for those areas disturbed by Grantee operations. Grantee must obtain a list of appropriate native species from DOE-ID's Environmental Surveillance, Education, and Research contractor, currently Gonzales-Stoller Surveillance, LLC.
19. Grantee must contact the Central Facilities Area Physical Security Office [telephone (208) 526-0577] if an employee or agent who has not already been cleared by INL security needs immediate access to the Right-of-Way site.

Other Conditions and Requirements

1. DOE-ID reserves the right to construct roads, drill wells, and perform other activities in the area included within this Right-of-Way. DOE-ID will take reasonable steps to avoid affecting Grantee's operations.
2. DOE-ID and Tribal representatives may view and inspect any archeological site discovered within the Right-of-Way.
3. This Right-of-Way is not exclusive. DOE-ID may grant additional rights to use the area within the boundaries of this Right-of-Way.
4. Grantee will indemnify and hold harmless the United States and any person or entity acting on behalf of the United States from: (a) all costs, damages, fines, or penalties; and (b) all costs of defending any action that involves Grantee activities under this Right-of-Way.
5. This Right-of-Way may be terminated at the sole discretion of DOE-ID if (a) reasonably necessary for DOE-ID to fulfill its statutory missions; (b) Grantee fails to comply fully and promptly with any requirement contained in this document or in this Right-of-Way, or (c) this Right-of-Way has been abandoned by Grantee.

6. The INL, DOE-ID and DOE-ID contractors are not financially responsible for any costs or any damages (consequential or otherwise) related to Grantee's operations or compliance with these Stipulations.