



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Glennallen Field Office
P.O. Box 147
Glennallen, Alaska 99588-0147
<http://www.blm.gov/ak>

CATEGORICAL EXCLUSION

A. BACKGROUND

Project Name / Type: Ray Atkins, Soule Lake, Renewal

NEPA Register Number: DOI-BLM-AK-020-2015-0005-CX

Case File Number: AA092702

Location / Legal Description: Section 4, T. 20 S., R. 5 W., Fairbanks Meridian

Applicant (if any): Ray Atkins

Description of Proposed Action:

On October 4, 2010, Ray Atkins submitted an application to the Bureau of Land Management Glennallen Field Office to build a cabin for commercial guiding purposes on Federal public lands. The authorization was issued on August 4, 2011 for a period of 3 years with an option for renewal. On October 2, 2014 Mr. Atkins submitted a request for renewal for this site, while a longer term lease is processed.

B. LAND USE PLAN CONFORMANCE

Applicable Land Use Plan: East Alaska Resource Management Plan and Record of Decision, September 2007

The proposed action is in conformance with the applicable land use plan, even though it is not specifically provided for, because it is clearly consistent with the following land use plan decisions (objectives, terms, and conditions):

- I. Lands and Realty
 - I-1: Goals
Provide a balance between land use (rights-of-way, land use permits, leases and sales) and resource protection that best serves the public at large.

I-2: Land Use Authorization

Land use authorizations include various authorizations and agreements to use BLM lands such as right-of-way grants, road, temporary use permits under several different authorities: leases, permits, and easements under section 302 of the Federal Land Policy and Management Act of 1976 (FLPMA); airport leases under the Act of May 24, 1928; and Recreation and Public Purposes (R&PP) leases.

C. CATEGORICAL EXCLUSION

The proposed action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with United States Department of the Interior 43 CFR 46.210 or United States Department of the Interior Manual, Part 516, Chapter 11, which provides:

E. Realty

9. Renewals and assignments of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations.

D. EXTRAORDINARY CIRCUMSTANCES

The proposed action must be screened against the Extraordinary Circumstances found in 43 CFR § 46.215 (listed below). Any “yes” finding requires that an Environmental Assessment or Environmental Impact Statement be prepared for the Proposed Action.

EXTRAORDINARY CIRCUMSTANCES	YES/NO
1. Have significant adverse impacts on public health or safety.	No
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.	No
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].	No
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.	No
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.	No
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.	No
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.	No
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	No

EXTRAORDINARY CIRCUMSTANCES	YES/NO
Critical Habitat for these species.	
9. Violate Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.	No
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).	No
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).	No
12. Contribute to the introduction, continued existence, or spread of weeds or non-native invasive species known to occur in the area or 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).	No

E. SIGNATURE

The proposed action is in conformance with the applicable land use plan and is an action that can be categorically excluded. The Proposed Action does not trigger any of the Extraordinary Circumstances found in 516 FM Chapter 2, Appendix 2. I recommend that the Proposed Action be allowed and that no further environmental analysis is required.

/s/ Dennis C. Teitzel

12/16/2014

Dennis C. Teitzel
Glennallen Field Manager

Date

Stipulations

December 1, 2014

1.0 Definitions

- 1.1 The Bureau of Land Management (BLM) Glennallen Field Manager or designated representative is the Authorized Officer (AO), as defined by 43 CFR 2920.0-5(c).
- 1.2 “Grantee” means Ray H. Atkins, and any and all assignees that may be of record, including all agents, contractors, subcontractors, and employees.
- 1.3 “Grant” means the license, lease, permit, or other permission granted by the United States to the grantee for the use of public lands and resources.

2.0 General

- 2.1 The grantee will address all matters to the BLM Glennallen Field Manager, P.O. Box 147, Glennallen, Alaska 99588-0147.
- 2.2 In case of change of address, the grantee shall immediately notify the AO.
- 2.3 This grant is subject to all prior valid and existing rights, and the United States makes no representations or warranties whatever, either expressed or implied, as to the existence, or nature of such valid existing rights.
- 2.4 Any modifications to the proposed activities must be approved in writing by the AO.
- 2.5 The right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant is reserved to the AO.
- 2.6 It is the responsibility of the leasee to ensure that field party members are familiar with and adhere to these stipulations.
- 2.7 The holder, in exercising the privileges granted under this grant shall comply with the regulations of the Department of the Interior and all Federal, State, Borough and Municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this grant.
- 2.8 The grantee may be requested by the AO to furnish transportation and quarters for designated field representatives or observers while inspecting operations.
- 2.9 In the advent of a disagreement of the interpretation or implementation of these stipulations the grantee agrees that the AO shall have the final say in how these stipulations are interpreted and implemented.

- 2.10 Grantee shall defend, indemnify and hold the United States, its assigns, agents, employees, representatives and successors in interest harmless from and against any and all actions, fees, for injury to or death of any person, persons, or property arising in connection with and as a direct result of grantee's activities, included but not limited to United States negligence, if any, in failing to recognize or remedy a hazardous condition existing on public lands.
- 2.11 Grantee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq) and the regulations of the Secretary of the Interior issued pursuant thereto.
- 2.12 This grant may not be encumbered, hypothecated, assigned, subleased, or transferred without prior written approval by the AO.
- 2.13 The AO may revoke or terminate this grant in whole, or in part, upon a determination by the AO that the terms, conditions, or stipulations of the grant have been violated, or by determination by the AO that the grantee's actions pose a threat to human health or safety, or irreparable harm to the surrounding environment.
- 2.14 The grantee shall not enclose or obstruct in any manner, or erect or maintain any signs or buildings on roads or trails commonly used for public travel or access to public lands surrounding the grant.
- 2.15 This grant does not authorize the grantee to take from the public lands any mineral or vegetative material, including timber, without securing authorization under 30 USC 601 et seq.
- 2.16 This grant does not authorize any other use of the public lands or improvements belonging to the U.S. Government.

3.0 Environmental

- 3.1 All operations will be conducted in such a manner as not to cause damage or disturbance to any fish or wildlife, or to impede rural residents from pursuing their traditional subsistence activities (ANILCA, PL 96-487).
- 3.2 Grantee will not intentionally harass or harm migratory birds or interfere with their nesting and brood rearing activities.
- 3.3 All activities shall be conducted so as to avoid or minimize disturbance to vegetation. If it becomes necessary to remove vegetation, prior approval by the AO is required.
- 3.4 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 cause the pollution or siltation of any stream or lake.

- 3.5 Use of pesticides or herbicides shall comply with the applicable Federal and State laws. Pesticides or herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of Interior. Prior to the use of pesticides or herbicides, the leasee shall obtain from the AO written approval of a plan showing the type and quantity of materials to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides or herbicides shall be approved in writing by the AO prior to such use.
- 3.6 The grantee shall conduct all activities associated with the construction, operation, and termination of the grant within the authorized limits of the grant. If any scarring or damage occurs outside of approved areas as a result of the grantee's operations, the areas shall be repaired and reseeded, or otherwise corrected as necessary to the satisfaction of the AO.
- 3.7 The grantee will do everything reasonable, both independently and/or upon request of the AO to prevent and suppress fires on or near the lands occupied under the grant.
- 3.8 Petroleum products or by-products shall not be used for dust suppression.
- 3.9 Any revegetation will be with native species only.

4.0 Operational

- 4.1 There shall be no disturbance of any archaeological or historical sites, including graves and remains of cabins, and no collection of any artifacts whatsoever. Also, collection of vertebrate fossils, including mammoths and mastodon bones, tusks, etc., is strictly prohibited. If historic resources are encountered then all artifacts will be respectfully left in place and the Glennallen Field Office's cultural resources staff will be notified immediately.
- 4.2 Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Grantee, or any person working on his behalf, on public or Federal lands shall be immediately reported to the AO. Grantee 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 Grantee will be responsible for the cost of the evaluation and the AO will make any decision as to proper mitigation measures after consulting with the Grantee.
- 4.3 All waste generated during operation, maintenance, and termination activities under this authorization shall be removed or otherwise disposed of as required by state and federal law. In this case the waste must be dumped in a DEC approved landfill site. Waste in this subparagraph means all discarded matter, including but not limited to, human waste, trash, garbage, refuse, and oil drums, petroleum products, ashes and discarded equipment.

- 4.4 Areas of operation shall be left clean of all unauthorized foreign objects. This shall include, but is not limited to, wires, pins, flags and reflectors.
- 4.5 All fuel or lubricant 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. Any such spill sites will be documented so that they can be located during the compliance check.
- 4.6 Recovered spill fluids will be removed and incinerated in approved receptacles.
- 4.7 As soon as possible, but not later than 24 hours, notice of any such discharge as defined in Alaska Statute Title 17, Chapter 75, Article 2, will be given to the AO and any other Federal and State Officials as are required by law.
- 4.8 All State and Federal safety standards and regulations for fuel transportation and handling will be followed. Only fuel products and amounts specifically authorized shall be stored on site, and shall be located at least 100 feet away from any source of water. All fuel containers, including barrels and propane tanks, shall be marked with the grantees name, product type, and year filled.
- 4.9 The grantee shall protect all Survey Monuments. In the advent of obliteration or disturbance of a survey monument, the grantee shall immediately notify the AO. The grantee will be financially responsible to re-establish the survey monuments to the Bureau standards.
- 4.10 No hazardous materials shall be transported or disposed within the area of authorized use.
- 4.11 Prior to abandonment of any portion of the facilities authorized by this grant, the grantee shall contact the AO, and if the situation warrants, to arrange a joint inspection of the authorized use area. The inspection will be held to agree on an acceptable rehabilitation plan. The AO must approve the plan in writing prior to the grantee commencing any abandonment and/or rehabilitation activities.
- 4.12 The grantee shall, at his expense, perform all maintenance and repairs, including exterior painting, structural maintenance and repairs, and maintenance of the ground necessary to keep the premises in first class order, repair, and safe condition throughout the term of the grant. The grantee waives the right to make repairs at the expense of the United States Government.
- 4.13 All construction, maintenance, painting, etc., shall be done utilizing natural earth tone colors/materials, approved by the AO.
- 4.14 Any further ground disturbance will be done after approval by the AO.

- 4.15 The grantee shall maintain above the doorway to the structure a sign identifying the BLM authorization number.
- 4.16 Grantee shall inform and ensure compliance of the grant and its stipulations by his/her agents, contractors, subcontractors, employees, and guests.
- 4.17 No new access trails or roads are authorized without written authorization from the Bureau of Land Management, or upon conveyance of the land to the State of Alaska.
- 4.18 The site must be kept clean. All waste generated during the operation and termination activities of this lease shall be removed and disposed of as required by state and federal laws. As defined in this paragraph "waste" means all discarded matter, including but not limited to human waste, trash, garbage, litter, oil drums, petroleum, ashes, and discarded equipment.
- 4.19 Fuel storage containers, including slow test holding tanks and hazardous substances, with a total combined capacity larger than 55 gallons shall not be placed within 100 feet of the ordinary high water mark of any water body. Containers which exceed a total combined capacity of 110 gallons must be stored within an impermeable diked area or portable impermeable containment structure capable of containing 110 percent capacity of the largest independent container. All containers must clearly be marked with the content's and the Grantee name. Drip pans and materials, such as absorbent pads, must be on hand to contain and clean up spills from any transfer or handling of fuel.
- 4.20 This authorization does not relieve the grantee from securing any other permits, licenses, or other authorizations required by federal, state, or local law.

Leasee Signature

Date