



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Phoenix District
Hassayampa Field Office
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Phoenix, Arizona 85027
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In Reply Refer To:
3600 (AZP010)
DOI-BLM-AZ-P010-2014-0049-DNA

DECISION

Mineral Materials Sale, Arizona Natural Gold Excavation & Reclamation, Inc. DOI-BLM-AZ-P010-2014-0049-DNA

INTRODUCTION

The Bureau of Land Management, Hassayampa Field Office, has prepared the Arizona Natural Gold Excavation & Reclamation, Inc., Mineral Materials Sale, Determination of NEPA Adequacy (DNA) (DOI-BLM-AZ-P010-2014-0049-DNA) to evaluate the potential impacts related to the sale of 55,000 tons of mineral materials from existing stockpiles.

Proposal is to approve an application from Arizona Natural Gold Excavation & Reclamation, Inc. (ANG), for the sale of 50,000 tons of "greenschist" (AZA-36695) and 5,000 tons of "jasper" (AZA-36603) from existing stockpiles at the operations site of ANG's previous, but now expired, mineral materials sale contract AZA-32842.

BACKGROUND

Proposed action is in response to an application from a member of the public (ANG). BLM policy is to make available mineral and energy resources to meet the requirements of the public where lands are not otherwise encumbered and development can be conducted without unnecessary or undue degradation of public lands.

PUBLIC INVOLVEMENT

The public was provided the opportunity to participate in the original EA (AZ-210-2005-0017-EA) process in compliance with 43 CFR 1610.2. Affected and interested user groups were contacted by mail and provided the opportunity to comment on the original proposal which entailed the initiation of the mine and the processing and selling of the mined materials. Those comments were considered during the preparation of the EA. This DNA covers actions that are a subset of the original proposal, namely continued sale of material that has already been mined and currently resides in stockpiles. No new surface disturbance will be authorized under this sale.

DECISION

After reviewing the analysis presented in the ANG Mineral Materials Sale DNA, it is my decision to approve mineral materials sale contract applications AZA-36603 and AZA-36695 to Arizona Natural Gold Reclamation and Excavation, Inc. The original special stipulations applied to AZA-32842 will also be applied to AZA-36603 and AZA-36695.

RATIONALE

Proposed sale will provide for the resumption of operations for ANG and make available needed materials for local construction projects as per BLM policy. Activity is expected to have minimal impact as no new surface disturbance is authorized.

AUTHORITY

This Decision is in conformance with the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190) as amended (72 USC 4321 et. seq.); Land and Water Conservation Fund Act of 1965 (P.L. 88-578) as amended; and the General and Title V of the Federal Land Management Policy Act of 1976 (FLPMA). It is also in conformance with 43 CFR 3600 regulations, Mineral Materials Disposal.

APPEAL OF THE DECISION

This decision may be appealed to the Interior Board of Land Appeals (IBLA), Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office at the above address within 30 days from receipt of this decision. The appellant has the burden of showing that the Decision appealed from is in error.

If you wish to file a petition pursuant to regulation at 43 CFR 3256.11 or 43 CFR 3200.5 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the IBLA and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed in this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal must show sufficient justification based on the following standards:

1. The relative harm to parties if the stay is granted or denied.
2. The likelihood of the appellant's success on the merits.
3. The likelihood of immediate and irreparable harm if the stay is not granted.
4. Whether the public interest favors granting the stay.

D. Remington Hawes

D. Remington Hawes
Field Manager
Hassayampa Field Office

6/8/2015

Date

Special Stipulations, Contracts AZA-36603 & AZA-36695

1. Contracts AZA-36603 and AZA-36695 are for the sale of material already mined and currently residing in existing stockpiles. No additional or new surface disturbance is authorized under these contracts.
2. Unless otherwise provided by this contract, the Purchaser shall have the right to remove the materials, up to the contracted for quantity, until the termination of the contract, notwithstanding any subsequent appropriations or disposition under the general land laws, including the mining and mineral leasing laws.
3. Purchaser shall take fire precautions and conservation measures and shall dispose of slash or other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.
4. BLM's authorization does not imply that Federal approval has been granted to the purchaser or their customers the right to transport trucks and rock products across any City, County, State, private or other Federal property or roads. Buyer or their customers shall be held liable for any damages to such property.
5. Purchaser shall sever, extract, or remove mineral materials from the subject lands only in accordance with the mining plan. The purchaser will obtain and keep current and in good standing all required State, City, County, and Federal agency permits and will abide by stipulations as set forth in said permits. Purchaser will comply with all applicable Federal, state and county pollution standards and permits.
6. BLM's approval of the purchaser's proposed Plan and authorization of a sales contract shall not be construed to effect a preemption of Arizona State laws and regulations or to imply that BLM has granted any approvals normally under the purview or regulatory authority of City, County or other Federal agencies.
7. Any previously unknown cultural and/or Paleontological resource (prehistoric or historic site or object) discovered by the holder, or any person working on his behalf, on the subject lands shall be reported immediately to the Bureau of Land Management's authorized officer. It is unlawful to disturb, deface, or remove these cultural and paleontological resources unless authorized by the Bureau of Land Management under a cultural resources use permit. The 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
8. Access to the material site area shall be provided to BLM in order to conduct routine inspections of the extraction and removal of minerals, for the review of production records and sales data, or for the purpose of inspection or inventory of other resource values. Inspections may be unscheduled and will generally be conducted during normal working hours. When entering the project area BLM employees will first make their presence known to appropriate company personnel and then proceed to inspect the area in accordance with proper health and safety standards and requirements. Such inspections are not normally expected to stop or impede normal mining and processing functions by the company.

9. The monthly production and royalty is due BLM at this office as outlined in Sec. 3(b) of the contract and shall be reported as follows:
 - A list shall be provided to BLM showing all sales of materials mined and transported. Listing shall include the date, the customer/buyer name, the invoice number, product description, product weight in tons, per ton price charged, and if price was wholesale or retail.
 - If no sales occur during a particular month that should also be indicated by submitting a statement that there were no sales across the scales that month.
10. Purchaser shall defend, and hold harmless the United States and/or its agencies and representatives against and from any and all demands, claims, and liabilities of every nature whatsoever, including, but not necessarily limited to, damage to property and injuries or death of persons arising from any activity connected with the purchaser's use or occupancy of the lands described in this contract, or with the activity authorized under this contract.
11. The area will be reclaimed in accordance with reclamation guidelines as found in the purchaser's Mining and Reclamation Plan, Metropolitan Phoenix Mineral Materials Program Guidelines, 1995, and H-3041-1, the Solid Mineral Reclamation Handbook.
12. Solid waste will be disposed of in accordance with applicable local law. The purchaser shall promptly remove and dispose of all waste caused by its activities as directed by the authorized officer. The term "waste" as used herein means all discarded matter, but not limited to human waste, trash, garbage, refuse, petroleum products, ashes and equipment. Wastes shall be disposed of in a sanitary landfill unless otherwise approved by the authorized officer. No burial of wastes on site is allowed. The area shall be maintained at all times in a condition that is not hazardous to humans or livestock.
13. If blasting becomes necessary, Purchaser will ensure that all required permits are obtained, with copies provided to the BLM, and that all applicable laws and regulations are followed to ensure public safety.
14. Operations shall be limited to the areas as described in the approved Plan of Operations.
15. Prior to removal of protected plants, the purchaser must have prior approval and the necessary authorizations issued by the State of Arizona. The Purchaser must notify the Arizona Department of Agriculture and Horticulture 30 days before the beginning surface disturbance for possible salvage of Arizona protected plants.
16. The purchaser shall implement plans and procedures to reduce the potential effects of spills or accidents which might include site security and safety measures, fire protection procedures, emergency response and notification procedures, best management practices for materials, transportation, handling and storage, contingency planning for accidental discharges and spill prevention control countermeasure planning. In the event of an accidental discharge or spill, the on-site emergency coordinator will direct the immediate cleanup. A list of emergency phone numbers will be on-site and readily accessible. Good housekeeping rules will be followed to keep chemicals and waste

material from entering any drainage areas. This may include providing sediment ponds, implementing proper disposal of oil and grease and use of lined pits for chemical storage. Care will be taken to ensure that no oil, grease, used filters or antifreeze can contaminate the soil. All used items will be properly stored and disposed of.

17. In the event that invasive or nonnative plant species are found in the area of operations, the purchaser will undertake necessary measures to eliminate the species. If invasive, nonnative weeds are detected in the area of operations, the Purchaser shall implement weed control, prevention, and treatment factors to remove the seed source and limit seed transport. Suitable weed treatment and prevention techniques will be established by the BLM.
18. If a live desert tortoise is encountered, operators must remove the tortoise from any danger and immediately contact the Arizona Department of Game and Fish so that they may determine if they need to recover the animal.
19. Any mineral materials contract will be subject to prior valid existing rights, i.e. Rights-of-Way and / or Special Recreational permits. Purchaser shall not interfere with existing authorized uses, unless and until Purchaser has obtained permission from current permit and / or Right-of-Way holders and the BLM. Written authorization must be provided to the BLM from the holders of the existing Rights-of-Way outlining the nature and extent of allowable activities within the extent of the Rights-of-Way.
20. As portions of the subject lands have in the past been used as a staging area for special recreational activities permitted by PFO, the applicant should make an effort, to the extent safely practicable, to accommodate those activities on those portions of the lands not needed for mining or attendant facilities.