

**DEPARTMENT OF THE INTERIOR****Office of the Secretary****Exxon Valdez Oil Spill Public Advisory Group; Meeting**

**AGENCY:** Department of the Interior, Office of the Secretary.

**ACTION:** Notice of meeting.

**SUMMARY:** The Department of the Interior, Office of the Secretary is announcing a public meeting of the Exxon Valdez Oil Spill Public Advisory Group.

**DATES:** June 13–14, 1995 at 9 a.m.

**ADDRESSES:** First floor conference room, 645 "G" Street, Anchorage, Alaska.

**FOR FURTHER INFORMATION CONTACT:** Douglas Mutter, Department of the Interior, Office of Environmental Policy and Compliance, 1689 "C" Street, Suite 119, Anchorage, Alaska, (907) 271-5011.

**SUPPLEMENTARY INFORMATION:** The Public Advisory Group was created by Paragraph V.A.4 of the Memorandum of Agreement and Consent Decree entered into by the United States of America and the State of Alaska on August 27, 1991, and approved by the United States District Court for the District of Alaska in settlement of *United States of America v. State of Alaska*, Civil Action No. A91-081-CV. The agenda will include the review of the fiscal year 1996 restoration work plan and proposed fish and marine mammal projects.

Dated: May 10, 1995.

**Willie R. Taylor,**

*Director, Office of Environmental Policy and Compliance.*

[FR Doc. 95-11979 Filed 5-15-95; 8:45 am]

**BILLING CODE 4310-10-M**

**Bureau of Land Management**

[AK-962-1410-00-P]

**Alaska; Notice for Publication AA-10968; Alaska Native Claims Selection**

In accordance with Departmental regulation 43 CFR 2650.7(d), notice is hereby given that a decision to issue conveyance under the provisions of Sec. 14(h)(1) of the Alaska Native Claims Settlement Act of December 18, 1971, 43 U.S.C. 1601, 1613(h), will be issued to Chugach Alaska Corporation for 0.10 acre. The land involved is in the vicinity of Long Bay, Alaska.

U.S. Survey No. 6935, Alaska.

A notice of the decision will be published once a week, for four (4) consecutive weeks, in the ANCHORAGE

DAILY NEWS. Copies of the decision may be obtained by contacting the Alaska State Office of the Bureau of Land Management, 222 West Seventh Avenue, #13, Anchorage, Alaska 99513-7599 ((907) 271-5960).

Any party claiming a property interest which is adversely affected by the decision, an agency of the Federal government or regional corporation, shall have until June 15, 1995 to file an appeal. However, parties receiving service by certified mail shall have 30 days from the date of receipt to file an appeal. Appeals must be filed in the Bureau of Land Management at the address identified above, where the requirements for filing an appeal may be obtained. Parties who do not file an appeal in accordance with the requirements of 43 CFR part 4, subpart E, shall be deemed to have waived their rights.

**Christy Favorite,**

*Acting Chief, Branch of Gulf Rim Adjudication.*

[FR Doc. 95-11964 Filed 5-15-95; 8:45 am]

**BILLING CODE 4310-84-P**

**Interagency Memorandum of Understanding Concerning Animal Damage Control and National Environmental Policy Act (NEPA) Compliance**

**AGENCY:** Bureau of Land Management; Interior.

**ACTION:** Notice of final memorandum of understanding.

**SUMMARY:** The Department of the Interior, Bureau of Land Management (BLM) and the Department of Agriculture, Animal and Plant Health Inspection Service—Animal Damage Control (APHIS-ADC) have signed a Master Memorandum of Understanding (MOU) that recognizes APHIS-ADC as the lead federal agency for the conduct of animal damage management on lands administered by the BLM. Specifically, the MOU assigns responsibility to APHIS-ADC for carrying out animal damage management, primarily for protection of livestock, including compliance with the National Environmental Policy Act (NEPA) and the issuance of records of decision. The MOU also recognizes the State's responsibilities for management of resident wildlife populations and the need for communication among the parties, the States, and other affected agencies such as the USDA Forest Service.

**EFFECTIVE DATE:** This MOU becomes effective May 16, 1995.

**FOR FURTHER INFORMATION CONTACT:** Cal McCluskey, Bureau of Land Management, Wildlife, Fisheries, Rangeland and Forestland Group, 1849 C St., N.W., Washington, D.C. 20240; telephone (202) 452-7765.

**Background Information**

On August 5, 1994 the BLM published for a 60-day public comment period, a draft MOU between BLM and APHIS-ADC outlining the proposed shift of responsibility for compliance with NEPA, ESA, and authorization of animal damage management actions on BLM administered lands to APHIS-ADC. The BLM received a total of 66 written comments from various sources. Approximately half (36) of the comments came from individuals, 20 from non-profit, nongovernment organizations and 10 were received from either State or Federal agencies.

A summary of the comments received, responses to the comments and a copy of the final MOU is provided in the following section.

**Denise Meridith,**

*Acting Director.*

*Comment:* APHIS-ADC does not have any administrative appeals process thereby forcing individual citizens or organizations to resort to litigation in order to challenge a decision issued by APHIS-ADC on their control program.

*Response:* The transfer of NEPA compliance and decision-making responsibility to APHIS-ADC does not eliminate the responsibility to obtain adequate public input into the decision-making process. APHIS-ADC must consider issues presented to them during the NEPA process and comment period. APHIS recently published its new NEPA implementation procedures (60CFR 6000-05, February 1, 1995) which contain specific commitments to public involvement and notification during the NEPA process.

*Comment:* The BLM should complete NEPA analysis using either an Environmental Assessment or Environmental Impact Statement before it makes a decision to transfer NEPA responsibilities and decision-making authority for animal damage control to APHIS-ADC as proposed by the MOU.

*Response:* The development of policies, directives, regulations and guidelines of an administrative, financial, legal, technical or procedural nature, or environmental effects which are too broad, speculative or conjectural to lend themselves to meaningful analysis and that will be subject to the NEPA process, either collectively or case by case are categorically excluded from the NEPA process under

Department of the Interior Manual Section 516, Chapter 2. The transfer of responsibilities to complete NEPA for animal damage management activities from the BLM to APHIS-ADC via the MOU is a decision that meets several of the above-listed criteria. The implementation of the MOU will result in the action-agency, in this case APHIS-ADC, being responsible for completing NEPA analysis on its program. In addition, site-specific NEPA analysis on individual ADC Plans will occur at the local level with involvement from the BLM, other appropriate agencies or organizations and individual citizens.

*Comment:* The missions of APHIS-ADC and the BLM conflict. APHIS-ADC is responsible for carrying out animal damage management under the authority of the Animal Damage Control Act, as amended, while the BLM is responsible for multiple use management.

*Response:* While it is true that the BLM and APHIS-ADC have different missions, the MOU provides a framework for coordinating activities and communicating information that needs to be considered in the NEPA process. The MOU states that APHIS-ADC will coordinate their activities annually with the BLM and other appropriate State and federal agencies and cooperate with the BLM in identification of human safety zones and other areas where mitigation or restriction may be required to comply with BLM Resource or Management Framework Plans (i.e., land use plans).

*Comment:* The MOU fails to state how often coordination between the two agencies will occur.

*Response:* The draft MOU stated in section III (A), that the BLM shall cooperate with APHIS-ADC in the development and annual review of animal damage management plans affecting BLM lands and resources on those lands and ensure they are consistent with the Federal Land Policy and Management Act. In addition, Section IV (B) of the draft MOU stated the APHIS-ADC shall develop and update animal damage management annual plans in cooperation with BLM, appropriate State and federal agencies, permittees, and others. Section III (A) of the final MOU is essentially unchanged. Section IV (B) has been modified to more clearly state that APHIS-ADC shall annually review and update as needed, ADC plans in cooperation with the BLM, appropriate State and federal agencies, permittees and others.

*Comment:* APHIS-ADC will conduct animal damage control programs without public input.

*Response:* As a federal agency, APHIS-ADC is subject to the same public involvement requirements under the National Environmental Policy Act as any other agency. We have no reason to believe that APHIS-ADC will not provide adequate opportunities for public involvement and comment. In addition, section IV (B) of the MOU clearly states the APHIS-ADC agrees to ensure that coordination between all appropriate State and federal agencies, permittees, and others will occur.

*Comment:* APHIS-ADC lacks sufficient staff to complete NEPA analysis for its program at a site-specific level.

*Response:* The BLM is not in a position to evaluate the capabilities of APHIS-ADC staff. We are generally aware that APHIS-ADC has accelerated training on NEPA for their field personnel over the past two years and that additional funds have been allocated to implementation of NEPA. In addition, in accordance with the MOU, the BLM has agreed to provide information and assistance to APHIS-ADC for the NEPA process, when requested.

*Comment:* The transfer of NEPA compliance for animal damage management on BLM lands from the BLM to APHIS-ADC is a violation of the Federal Land Policy and Management Act.

*Response:* The Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. section 1701 et seq., authorizes the Secretary of the Interior to manage the public lands under principles of multiple use and sustained yield. The Secretary, in managing the public lands, is subject to other applicable law, such as the Animal Damage Control Act as amended (7 U.S.C. 426-426(c)). FLPMA also allows the Secretary to permit other Federal agencies to use public lands through cooperative agreements. 43 U.S.C. 1732.

The Animal Damage Control Act, as amended, gives the Secretary of Agriculture, among other things, the authority to conduct campaigns for the destruction or control of predatory animals on public and private lands. It also provides that the Secretary may cooperate with public agencies, States and others.

Both APHIS-ADC and the BLM must comply with a variety of federal environmental laws such as the Endangered Species Act, Clean Water Act, and the National Environmental Policy Act or NEPA. NEPA directs all Federal agencies to use systematic interdisciplinary approach in planning and authorizing activities that affect the human environment. The transfer of

NEPA compliance for animal damage management activities performed by APHIS-ADC will not diminish or eliminate compliance requirements for these important environmental statutes. It will only place responsibility for compliance with the action-agency, in this case APHIS-ADC, with full cooperation and coordination with the land management agency, in this case the BLM.

*Comment:* APHIS-ADC is not required to consider biological needs of ecosystems on BLM lands.

*Response:* APHIS-ADC, like the BLM, is required to comply with the National Environmental Policy Act of 1969, as amended. This statute established a national policy for the protection and enhancement of the environment. NEPA directs all Federal agencies to use a systematic interdisciplinary approach, which ensures integration of natural and social sciences and environmental design arts in planning and decisions that affect the human environment. In addition, Executive Order 11514, Protection and Enhancement of Environmental Quality, directed heads of Federal agencies to monitor, evaluate, and control their activities to protect and enhance the quality of the environment.

*Comment:* APHIS-ADC activities should conform to State laws.

*Response:* We are not aware of any APHIS-ADC activities that do not conform to State laws. However, the BLM is not in a position to dictate to another Federal agency what its statutory obligations or commitments are under existing State law.

*Comment:* The BLM should retain the decision-making authority for animal damage management activities carried out on public lands.

*Response:* APHIS-ADC is the Federal agency with the expertise and authority under the Animal Damage Control Act of March 2, 1931, as amended, for providing wildlife damage management services. This includes maintaining technical expertise in the science of wildlife damage management, control tools and techniques, conducting research, management programs, and NEPA compliance for APHIS-ADC activities related to predator control protection on public lands. Both the BLM and APHIS-ADC recognize that without proper management, damage in the form of livestock predation, big game predation, range, watershed and forest resource destruction, and negative impacts to human health and safety can occur. Both agencies have an interest in limiting this damage caused by, and to wildlife, so as to protect other multiple-use objectives. They also agree that in

evaluating the need for, and in conducting wildlife damage management programs, multiple-use objectives must be considered.

In addition, both agencies recognize that the States are responsible for managing the resident wildlife within their respective borders on land owned by the United States under control and jurisdiction of the BLM. The State responsibilities include regulation of wildlife populations so the habitat on public lands will remain productive for future wildlife populations. The BLM is responsible for managing wildlife habitat, not wildlife populations. The MOU establishes a framework for close coordination and cooperation between APHIS-ADC, the BLM and the State agencies with legal authorities for managing resident wildlife species.

*Comment:* The transfer of NEPA responsibility and authorization to APHIS-ADC for animal damage management activities by it on BLM lands will result in increased impacts to nontarget or threatened and endangered species.

*Response:* APHIS-ADC is responsible for compliance with applicable State and Federal environmental laws including the Endangered Species Act for animal damage management activities it conducts. APHIS-ADC will be responsible for evaluating and disclosing the impacts of their program through the NEPA process. In addition, through annual coordination with the BLM and other appropriate State and Federal agencies, data on livestock losses, harvest of target and nontarget animals and sensitive habitats will be reviewed and evaluated, and if needed, adjustments to animal damage control activities will be implemented by APHIS-ADC. In those areas where federally listed threatened or endangered species occur, site-specific activities will be evaluated and reviewed by the Fish and Wildlife Service in compliance with the Section 7 process of the Endangered Species Act. Through annual coordination, the BLM will provide any information on sensitive species and habitats that should be considered in the decision-making process, including any land use restrictions that are needed to comply with applicable Resource or Management Framework Plans.

The following is the final MOU which reflects several changes that resulted from the comments received on the draft.

**Master Memorandum of Understanding Between the Animal and Plant Health Inspection Service, United States Department of Agriculture and the Bureau of Land Management, United States Department of the Interior**

This Master Memorandum of Understanding (MOU), is made and entered into by and between the United States Department of the Interior, Bureau of Land Management, hereinafter referred to as the BLM, and United States Department of Agriculture, Animal and Plant Health Inspection Service-Animal Damage Control, hereinafter referred to as APHIS-ADC.

**I. Purpose**

The purpose of this MOU is: (1) To establish general guidelines to assist field personnel in carrying out their wildlife damage management responsibilities consistent with the policies of BLM and APHIS-ADC; (2) to strengthen the cooperative approach to wildlife damage management on BLM lands through exchange of information and mutual program support; and (3) to reaffirm working relationships with State governments and (4) to identify responsibilities in compliance with the National Environmental Policy Act (NEPA) of the respective agencies and foster a partnership in discharging the federal commitment under the Animal Damage Control Act of March 2, 1931 (46 Stat. 1468, 7 U.S.C. 426-426b), as amended, for the management of wild vertebrates causing damage on Bureau of Land Management (BLM) lands in accordance with the Federal Land Policy and Management Act (FLPMA) 43 U.S.C. Section 1201 et seq.

**II. Statement of Mutual Interest and Responsibilities**

The parties recognize the importance of effective animal damage control on lands under the administrative jurisdiction of the BLM including control of predation by individual animals and/or local populations to achieve land and resource management objectives. Further, it is mutually recognized that the tools and procedures available to APHIS-ADC for managing populations must be used in a professional manner according to a wildlife damage management plan developed in compliance with the National Environmental Policy Act (NEPA), Endangered Species Act, Federal Land Policy and Management Act, and the Animal Damage Control Act.

Both agencies recognize that without proper management, damage in the form

of livestock predation, big game predation, range, watershed and forest resource destruction, and negative impacts to human health and safety can occur. Both agencies have an interest in limiting this damage caused by, and to wildlife, so as to protect other multiple-use objectives. They also agree that in evaluating the need for, and in conducting wildlife damage management programs, multiple-use objectives must be considered.

*The parties also recognized that:*

A. The BLM administers public lands located primarily in the western States and Alaska amounting to about 270 million acres. These lands and resources are managed under multiple-use principles providing for a variety of uses, including timber harvesting, recreation, livestock grazing, mining and mineral development and fish and wildlife habitat management under the laws of Congress and regulations of the Department of the Interior.

B. The States are responsible for managing the resident wildlife within their respective borders on land owned by the United States under control and including jurisdiction of the BLM. The BLM is responsible for managing habitat. For purposes of this agreement, the term "wildlife" shall not include wild horses or burros, as defined in Public Law 92-195 dated December 15, 1971.

C. APHIS-ADC is the agency with the expertise and authority under the Animal Damage Control Act of March 2, 1931, as amended, and the Rural Development, Agriculture and Related Agencies Appropriations Act of 1988 for providing wildlife damage management services. This includes maintaining technical expertise in the science of wildlife damage management, control tools and techniques, and conducting research and management programs.

To implement the foregoing, the parties agree as follows where BLM lands are involved:

**III. The BLM Shall**

A. Cooperate with APHIS-ADC in the development and annual review of wildlife damage management plans affecting BLM lands and resources on those lands and ensure they are consistent with FLPMA.

B. Cooperate with the APHIS-ADC to identify areas on BLM lands where mitigation or restrictions may be needed to comply with BLM's Resource or Management Framework Plans.

C. When requested, provide information and assistance to APHIS-ADC during the NEPA processes.

D. Complete NEPA compliance for nonpredator wildlife damage

management activities initiated by BLM to protect natural resources and facilities.

#### IV. The APHIS-ADC Shall

A. Evaluate wildlife damage management needs in cooperation with State agencies and permittees.

B. Annually review and update as needed, wildlife damage management plans in cooperation with the BLM, appropriate State and federal agencies, permittees, and others. Cooperate with the BLM to identify areas where mitigation or restriction may be needed to comply with BLM's Resource or Management Framework Plans.

C. Complete necessary NEPA documents and decision records on activities related to predator control primarily for livestock protection on BLM lands.

D. Conduct activities on BLM lands in accordance with APHIS-ADC policies, wildlife damage management plans, applicable State and Federal laws and regulations, and consistent with BLM Resource or Management Framework Plans.

E. Provide the BLM with technical information on recommended wildlife damage management tools and techniques, when requested.

#### V. It Is Mutually Agreed by the Parties That

A. The parties will participate, as needed, in State agreements relating to wildlife damage management on BLM lands with the appropriate State and federal agencies.

B. The parties will ensure interagency coordination and review of the effects of wildlife damage management activities on BLM lands and resources before APHIS-ADC makes decisions on management plans that it develops.

C. The parties will meet on a State or regional basis annually or more often if needed, to coordinate management operations. Representation shall be by the BLM State Director and the APHIS-ADC Regional or State Director. The BLM and APHIS-ADC may agree to have other parties or agencies with shared or related responsibilities be present at these annual meetings such as the State Wildlife Agency Director, State Departments of Agriculture and the Forest Service Regional Forester or their designated representatives.

D. The parties will elevate any problems regarding implementation of this agreement that cannot be resolved to the next higher level for resolution.

E. This MOU shall supersede all existing MOUs between APHIS-ADC and BLM and supplements and amendments thereto, relating to the

conduct of wildlife damage management programs by the parties on BLM lands.

F. Nothing in this MOU is intended to modify in any manner the present cooperative programs of either agency with States, other public agencies, or educational institutions.

G. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

H. Nothing in this memorandum shall obligate either the BLM or APHIS-ADC to expend appropriations or to enter into any contract or other obligations.

I. All wildlife damage management activities on BLM lands will be coordinated with appropriate State and Federal agencies.

J. This MOU may be modified or amended upon written consent of both parties or may be terminated by either party with 30-day written notice to the other party.

K. The principal contacts for this agreement are:

Cal McCluskey, Senior Wildlife Biologist, Department of the Interior, Bureau of Land Management, Wildlife, Fisheries, Rangeland, and Forestry (WO 330), 1849 C.N.W. (LSB Rm. 204), Washington, D.C. 20240, Phone #: 202-452-7765

Donald Hawthorne Associate Deputy Administrator, USDA Animal & Plant Health, Inspection Service, P.O. Box 96464, Washington, D.C. 20090, Phone #: 202-720-2054.

#### VI. Effective Date

In Witness Whereof, the parties hereto have executed this MOU as of the last written date below.

Dated: March 21, 1994.

*U.S. Department of Interior, Bureau of Land Management.*

**Denise P. Meridith,**

*Director.*

Dated: March 21, 1995.

*U.S. Department of Agriculture, Animal and Plant Health Inspection Service.*

**Lonnie J. King,**

*Administrator.*

[FR Doc. 95-12013 Filed 5-15-95; 8:45 am]

BILLING CODE 4310-84-P

#### Fish and Wildlife Service

##### Receipt of Applications for Permit

**AGENCY:** Fish and Wildlife Service, Interior.

**ACTION:** Notice of receipt of applications for permit.

The following applicants have applied for a permit to conduct certain activities with endangered species. This notice is provided pursuant to section 10(c) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*):

PRT-802461

*Applicant:* Louis Jay Levine, Nashville, Tennessee

Collection and possession of dead shells from each of the following endangered mollusks and aquatic snails throughout the respective species' ranges in the southeastern United States:

Alabama lamp pearly mussel—*Lampsilis virescens*  
 Appalachian monkeyface pearly mussel—*Quadrula sparsa*  
 Birdwing pearly mussel—*Conradilla caelata*  
 Cracking pearly mussel—*Hemistena (=Lastena) lata*  
 Cumberland bean pearly mussel—*Villoso (=Micromya) trabalis*  
 Cumberland monkeyface pearly mussel—*Quadrula intermedia*  
 Cumberland pigtoe mussel—*Pleurobema gibberum*  
 Curtus' mussel—*Pleurobema curtum*  
 Dark pigtoe—*Pleurobema furvum*  
 Dromedary pearly mussel—*Dromus dromas*  
 Fine-rayed pigtoe—*Fusconia cuneolus*  
 Green-blossom pearly mussel—*Epioblasma (=Dysnomia) torulosa gubernaculum*  
 Little-wing pearly mussel—*Pegias fabula*  
 Orange-footed pearly mussel—*Plethobasus cooperianus*  
 Pale lilliput pearly mussel—*Toxolasma (=Carunculina) cylindrellus*  
 Pink mucket pearly mussel—*Lampsilis orbiculata*  
 Rough pigtoe—*Pleurobema plenum*  
 Shiny pigtoe—*Fusconia edgariana*  
 Tan riffle shell—*Epioblasma walkeri*  
 Tubercled-blossom pearly mussel—*Epioblasma (=Dysnomia) torulosa torulosa*  
 Turgid-blossom pearly mussel—*Epioblasma (=Dysnomia) turgidula*  
 White wartyback pearly mussel—*Plethobasus cicatricosus*  
 Yellow-blossom pearly mussel—*Epioblasma (=Dysnomia) florentina florentina*  
 Painted snake coiled forest snail—*Anquispira picta*  
 Nashville crayfish—*Orconectes shoupi*

These purposes are for the enhancement of survival of the species.

Written data or comments on any of these applications should be submitted to: Regional Permit Coordinator, U.S. Fish and Wildlife Service, 1875 Century Boulevard, Suite 200, Atlanta, Georgia