

BLM- WYOMING
4TH QUARTER 2018 COMPETITIVE OIL AND GAS LEASE SALE (2018Q4)
ENVIRONMENTAL ASSESSMENT DOI-BLM-WY-0000-2018-0004-EA
PUBLIC COMMENTS RECEIVED August 29, 2018 thru September 12, 2018

This EA was released for an initial 14-calendar day comment period (August 29 – September 12). On September 21, 2018, the District of Idaho issued a Preliminary Injunction Order in *W. Watersheds Project v. Zinke*, No. 1:18-cv-00187-REB, 2018 U.S. Dist. (D. Idaho Sep. 21, 2018)) requiring BLM to provide additional public comment and a 30 day protest period for parcels in greater sage grouse habitat to be offered at the December 2018 and succeeding competitive oil and gas lease sales. In compliance with the Order, BLM has extended the public comment period. Response to all comments received through the extended comment period will be provided upon posting of the Supplemental Fourth Quarter Competitive Lease Sale Notice.

Three parcels (preliminary parcel numbers 394, 397, 398), containing approximately 720 acres, are not subject to the Order and will be offered separately at a sale planned for December 11, 2018.

BLM has summarized all comments received to date in the following pages.

No.	<u>Comment By:</u>	Comment (May be Excerpted/Summarized):	Agency Response
1	<u>Sweetwater County Board of County Commissioners:</u>	Thank you for the opportunity to comment on the BLM Fourth Quarter Oil and Gas Lease Sale Environment Assessment (EA).	
2	<u>Sweetwater County Board of County Commissioners:</u>	Sweetwater County requests that the BLM defer the sale of all lease parcels within the Red Desert Mule Deer Migration Corridor until the Record of Decision (ROD) is issued for the BLM Rock Springs RMP.	
3	<u>Sweetwater County Board of County Commissioners:</u>	Sweetwater County appreciates that the BLM is deferring all Fourth Quarter Lease Sales until the ROD is published for the revised BLM Rock Springs RMP within the following regions: • City of Superior Water Supply Recharge Area • Sweetwater County Growth Management Area • Greater Little Mountain Area	
4	<u>Sweetwater County Board of County Commissioners:</u>	Sweetwater County encourages the BLM to defer oil and gas lease sales within the Natural Corrals ACEC and Lucite Hills Region until the ROD is published for the revised BLM Rock Springs RMP.	
5	<u>Sweetwater County Board of County Commissioners:</u>	To support Sweetwater County land use and roadway regulations and permitting procedures, please add a bullet to the list under Section 1.5 on page 1-5 that lists: Sweetwater County Zoning Resolution (Wyoming Statutes 18-5-201 et seq) and Sweetwater County Roadway Permitting and Licensing Procedures (Wyoming Statutes 24-3-101 et seq).	
6	<u>Sweetwater County Board of County Commissioners:</u>	For future BLM oil and gas lease sales environmental assessments, the county position regarding lease sales within the following areas is as stated below: • Hoback to Red Desert Mule Deer Migration Corridor: Defer all oil and gas lease sales until after the ROD is published for the Rock Springs RMP. • Greater Little Mountain Area: Defer oil and gas lease sales until after the ROD is published for the Rock Springs RMP. • Natural Corrals ACEC/Lucite Hills Region: Defer oil and gas lease sales until after the ROD is published for the Rock Springs RMP. • Sweetwater County Growth Management Area: Close oil and gas lease sales within the Sweetwater County Growth Management Area. • Community Water	

		Supply Recharge Areas: Close oil and gas lease sales within Community Water Supply Recharge Areas.	
7	<u>Coalition of Local Governments:</u>	The analysis in the EA would benefit from including maps that identify the proposed lease sale parcels in relation to no leasing areas, NSO, CSU, or other stipulations identified in the associated RMPs. It is also essential to provide smaller scale maps that show all resources potentially impacted by the lease sale, such as maps showing VRM class designations, ACECs, and Special Management Areas.	
8	<u>Coalition of Local Governments:</u>	It is the BLM's policy to follow land use allocations and existing land use plan decisions when processing oil, gas, and geothermal leasing decisions. BLM IM No. 2004-110. Even if the BLM is revising the respective RMPs, the BLM can still act on lease nominations "even if the action would limit the range of alternatives in the new [RMP]." <i>Id.</i> at Attach. Comer and Ferguson Memo., <i>Implementation Actions During Land Use Planning</i> (June, 7, 2002) (<i>citing</i> 40 C.F.R. § 1506.1(c)). Nothing in the CEQ NEPA regulations requires postponing or denying a proposed action that is covered by the Environmental Impact Statement (EIS) for an existing RMP. <i>Id.</i> ; see <i>Colorado Envtl. Coal. The Wilderness Soc'y</i> , 161 IBLA 386, 396 (June 4, 2004) ("The language of [43 U.S.C. §] 1712 [pertaining to land use plans] does not, however, establish a clear duty of when to revise the plans, nor does it create a duty to cease actions during such revisions." (quoting <i>ONRC v. U.S. Bureau of Land Management</i> , 150 F.3d 1132, 1139 (9th Cir. 1998) (emphasis added))). Any new land allocations or classifications should be analyzed in the context of land use planning and not in the context of plan implementation, such as when BLM makes a leasing decisions. <i>Id.</i> The Federal Land Policy and Management Act (FLPMA) requires BLM to manage resources in conformance to the current land use plan, 43 U.S.C. § 1732(b), not some future and undisclosed plan.	
9	<u>Coalition of Local Governments:</u>	Last year, President Trump also issued Executive Order 13783, to stimulate economic growth by increasing the development of domestic energy resources and improve national security by increasing energy independence. The controlling policy directs federal agencies to make public lands available for mineral leasing to reduce the nation's energy dependence on foreign sources and to protect the national security. See Executive Order 13783; Secretarial Order 3349. Therefore, action on the lease nominations should conform with the President's and Interior Secretary's orders, especially where the current RMPs classify the land as available for oil and gas development. The BLM's current designations and standard restrictions sufficiently protect the resources within the Greater Little Mountain area while providing for	

		<p>continued energy development. The EA provides no explanation to defer these lease nominations other than BLM's intent to create a Greater Little Mountain area that may be closed to leasing. Proponents previously recommended this area for master lease planning, a concept revoked by secretarial order in January 2018. Second, the BLM fails to identify what wildlife and recreation values conflict with oil and gas development in the Greater Little Mountain area. By referring to the attached wildlife habitat maps and other data, it appears that the conflicting wildlife value is sage-grouse core habitat and mule deer, pronghorn, and elk crucial winter range habitats. The recreation values include the Pine Mountain Special Recreation Management Area, where oil and gas production is currently occurring. The BLM must disclose the values that conflict with oil and gas development in the EA to allow for substantive commenting on this decision. The BLM does not disclose why it is deferring parcels within the Greater Little Mountain area when all these other lease parcels are all offered for sale that have the potential to impact the same resources. The only difference is that the Greater Little Mountain area was proposed for a master leasing plan area and portions are now being considered for special management as an ACEC or Special Recreation Management Area in the Rock Springs RMP revisions. However, the BLM is not prevented from offering a lease parcel for sale just because a particular area is under consideration for a special designation under a proposed RMP amendment.</p>	
10	<p><u>Coalition of Local Governments:</u></p>	<p>Almost all of BLM's lease sale parcels are located within priority and general sage-grouse habitat and about 237 parcels in the High Desert District are within big game crucial winter range habitat. These parcels have a timing limitation stipulation to protect the big game on crucial winter range habitat and sage-grouse winter concentration areas, and surface use restrictions to protect sage grouse habitat. The State of Wyoming did not identify winter concentration areas in this area but BLM did. Given the claimed deference to the state plans, BLM should not be making lease decisions that do not conform to the Wyoming Sage Grouse plan.</p>	

11	<u>Coalition of Local Governments:</u>	<p>The BLM discusses the number of parcels located within lands with wilderness character (LWCs) and citizen proposed wilderness areas, and offers these parcels in this lease sale on the grounds that the areas are open for oil and gas development under the current RMPs. The Coalition agrees with this decision. The BLM has no authority to manage lands with wilderness character. FLPMA authorized a one-time wilderness study and review and those recommendations are still pending before Congress. 43 U.S.C. § 1782. The BLM has the authority to maintain “an inventory of all public lands and their resource and other values.” 43 U.S.C. § 1711(a). However, this inventory does not “change or prevent change of the management or use of public lands.” <i>Id.</i> The BLM must continue to offer leases for sale that are located within LWCs or any citizen proposed wilderness areas as is consistent with existing RMPs.</p>	
12	<u>Teton County:</u>	<p>The attached correspondence was submitted to Director Scott Talbott at Wyoming Game & Fish and Governor Mead on August 27, 2018, and is being included here for reference on behalf of the Teton County Board of Commissioners.</p>	
13	<u>Wyoming Game and Fish Department:</u>	<p>The Department and the BLM have a long and successful history of collaboration on Oil and Gas Lease Sales. This relationship is outlined in the Umbrella Memorandum of Understanding for Management of Fish and Wildlife Resources on the Public Lands, currently dated March 1990 and includes the 2013 Oil and Gas Coordination Procedures Appendix-5 G. The Department highly values this partnership and open dialog. The Department would like to express its appreciation to BLM for the extra collaboration that went into this lease parcel sale.</p>	

14	<u>Wyoming Game and Fish Department:</u>	<p>We understand that the Special Lease Notice will be used on all parcels in the Department's designated Sublette Mule Deer Migration Corridor or corridors currently under review by the Department. Agreed upon Special Lease Notice: <i>This parcel is located within a big game migration corridor designated or currently under review by the Wyoming Game and Fish Department. The lessee or their designated operator will be required to work with the BLM and Wyoming Game and Fish Department to take reasonable measures (see 43 CFR 3101.1-2) to avoid and minimize impacts to maintain big game migration corridor functionality, such as those contained within the "Wyoming Game and Fish Commission Ungulate Migration Corridor Strategy" (February 2016). The BLM will encourage the use of Master Development Plans for operations proposed on this lease parcel in accordance with Onshore Oil and Gas Order No. 1.</i> The following parcels are also located within the Department's designated Sublette Mule Deer Migration Corridor. We recommend that the agreed upon Special Lease Notice language be applied to parcels: 304, 656, 665, 667, 668, 669, 670, 671, 672, 673,677, 679, and 680. The following parcels are located within a recently identified migration corridor known as the Baggs Mule Deer Migration Corridor. This area is currently under review for designation and we recommend the agreed upon Special Lease Notice language be applied to parcels: 2, 5, 8, 9, 13, 15, 43, 45, 46, 49, 50, 51, 57, 58, 59, 61, 62, 66, and 72.</p>	
15	<u>Wyoming Game and Fish Department:</u>	<p>The Department appreciates the deferment of lease parcels 180, 219, 658, 660. They follow the Department's corridor strategy and occur entirely or almost entirely within the Department's designated Sublette Mule Deer Migration Corridor. The Department would ask for an additional partial lease deferment of parcel 220. There are three parts to this lease parcel and we ask for the two that occur 100% in the Department's designated Sublette Mule Deer Migration Corridor to be deferred.</p>	
16	<u>Wyoming Game and Fish Department:</u>	<p>In addition, in order to be consistent with our corridor review strategy, we ask for the following parcels to be deferred in the Baggs Mule Deer Migration Corridor currently under review for designation by the Department. These parcels are entirely or almost entirely located within this corridor. There are a total of 11 parcels that meet the Department's strategy for deferment. The BLM has deleted 5 of these parcels for other issues (6, 7, 10, 16, 17), we recommend the following parcels for deferment: 41, 42, 44, 47, 48, 63.</p>	
17	<u>Wyoming Game and Fish Department:</u>	<p>The following parcels occur within 2 miles of a non-core sage-grouse lek. We recommend that the TLS_GHMAL stipulation be applied to parcels: 441,443.</p>	

18	<u>Wyoming Game and Fish Department:</u>	The following parcels occur within big game crucial winter range. We recommend that the Timing Lease Stipulation for Big Game Crucial Winter Range be applied to parcels: 606, 607, 609, 612.	
19	<u>Blue Ribbon Coalition</u>	<p>In 2012, 2000 square miles of leases were purchased by thepubliclands.org, an extreme environmentalist organization. The purchase and retirement of the 2,000 square miles was funded by a Swedish Billionaire (Wyss). Since then another 30,000 acres have been purchased and excluded from mineral extraction. Recent studies, indicate that the energy industries are the only businesses which truly pay for themselves as Wyoming has no income taxes.</p> <p>Since 2008 and the 8 year war on fossil fuels, the state of Wyoming has been decimated due to job losses in the energy industry. The BLM has been allowing extreme environmentalist organizations to buy up leases and retire them. BLM needs to prevent this "Lease Grab" by the green energy industry and not allow leases to be retired. Blue Ribbon strongly supports the mineral extract industry. Since thousands of recreationists use energy industry created roads we recommend the following:</p> <ol style="list-style-type: none"> 1. Roads created by the mineral extraction industry be open for public use as these are public lands. 2. Roads be preserved for recreation after the energy lease expires or extractions have ended. 3. Roads be included in the BLM's Motor Vehicle Use maps for Summer and Winter recreation. <p>Blue Ribbon would like to be considered a stakehold in this project and we request that we been invited to all meetings, phone calls and correspondence to avoid time consuming FOIA requests. We look forward to an excellent relationship.</p>	
20	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	BLM, in its lease sale EA, arbitrarily refuses to consider sufficiently site-specific impacts. BLM indicates it does not have to consider some, or perhaps all, site-specific impacts because the exact extent of those impacts is unknown at this stage and subject to regulation at a later date. EA at 1-5. The federal courts, however, have repeatedly clarified in numerous cases that site-specific impacts can and should be analyzed at the leasing stage. See Pennaco Energy, Inc. v. U.S. Dep't of Interior, 377 F.3d 1147, 1160 (10th Cir. 2004) (requiring analysis of coalbed methane development impacts at the oil and gas leasing stage). The Tenth Circuit in New Mexico ex rel. Richardson v. BLM, 565 F.3d 683 (10th Cir. 2009), explained in detail the extent of BLM's obligations at the leasing stage. The proposed lease sale would result in impacts that BLM will not be able to avoid once the lease sale is finalized because the agency's ability to prevent lessees from engaging in lawful activities on issued leases will be limited.	

21	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>To the extent that the September lease sale implements IM 2018-034, including abbreviated comment and protest periods and the addition of substantial new acreage without time for adequate analysis, the lease sale is unlawful.</p>	
22	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>First, BLM promulgated IM 2018-034 without notice-and-comment rulemaking required under the Federal Land Policy and Management Act (FLPMA), National Environmental Policy Act (NEPA), and Administrative Procedure Act (APA). Second, the revised procedures disregard BLM's obligations, under both FLPMA and NEPA, to allow for public participation in land management decisions. Third, BLM failed to provide a reasoned explanation for its elimination of longstanding public comment and protest periods, violating its obligation to engage in well-reasoned, non-arbitrary decisionmaking under the APA.</p> <p>1) By, under IM 2018-034, providing the public with only a 10-day protest period, on a Determination of NEPA Adequacy addressing proposed oil and gas leases involving substantial uncertainties and potential impacts, BLM is violating the APA, NEPA, and FLPMA. Here, IM 2018-034 falls within the scope of FLPMA Section 309, because it establishes procedures for public participation in oil and gas leasing, a BLM management decision. Yet BLM adopted IM 2018-034 by fiat, without notice-and-comment rulemaking as required by FLPMA and the APA. Accordingly, BLM's issuance of IM 2018-034 was procedurally invalid. Second, BLM's issuance of IM 2018-034 also violated its obligation to proceed by notice-and-comment rulemaking when updating its NEPA procedures. Third, BLM's elimination of critical opportunities for public participation in leasing decisions is arbitrary, capricious, and contrary to law.</p>	
23	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>For the proposed December 2018 lease sale, BLM must calculate the amount of greenhouse gas emissions that will result on an annual basis from (1) each of the fossil fuels that can be developed within the planning area; (2) each of the well stimulation or other extraction methods that can be used, including, but not limited to, fracking, acidization, acid fracking, and gravel packing; and (3) cumulative greenhouse gas emissions expected over the long-term (expressed in global warming potential of each greenhouse pollutant as well as CO2 equivalent), including emissions throughout the entire fossil fuel lifecycle discussed above.</p>	

24	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>Under NEPA's requirement to analyze indirect as well as direct impacts, BLM's environmental review must therefore include not only emissions from drilling operations, but the full "lifecycle" emissions from the transportation, refining, processing, leakage, and combustion of the oil and gas produced. It is reasonably foreseeable that this lease sale will induce oil and natural gas production, transmission and ultimate end-user climate change impacts. The effects of this induced production must be fully analyzed. BLM has failed to provide any analysis of the severity or significance past reported greenhouse gas emissions of leasing decisions. If the BLM declines to quantify the costs of the downstream emissions resulting from the proposed action, it must, at a minimum, meaningfully evaluate them in the context of regional, national, and international carbon budgets. An agency must "consider every significant aspect of the environmental impact of a proposed action." Baltimore Gas & Elec. Co. v. Natural Resources Defense Council, 462 U.S. 87, 107 (1983) (quotations and citation omitted). This includes the disclosure of direct, indirect, and cumulative impacts of its actions, including climate change impacts and emissions. 40 C.F.R. § 1508.25(c). The more than 726 million metric tons CO2 equivalent that would result from the lease sale is significant in the scope of national, state, and local level commitments to implementing rapid GHG emissions reductions. At a time when the U.S. must rapidly ratchet down GHG emissions to avoid the worst dangers of climate change, the BLM should not be committing to new fossil fuel development and infrastructure on our public lands that locks in carbon intensive oil production for years into the future.</p>	
25	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>Many of the Wyoming December 2018 Fourth Quarter Lease Sale parcels bring forth concerns regarding abundance and quality of water resources. The EA fails entirely to address the fact that it contains parcels within southern Wyoming's Great Divide Basin watershed.</p>	

26	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>[T]he EA fails in five major respects to disclose or analyze indirect and cumulative impacts of leasing on greater sage-grouse. <u>First</u>, it fails to conduct site-specific analysis of sage-grouse impacts. <u>Second</u>, it fails to acknowledge the most recent and best available science regarding measures necessary to ensure the survival and recovery of the species. <u>Third</u>, the proposed leasing action violates FLPMA by failing to conform to a key management prescription of the still-operative Wyoming 2015 plan amendments – the obligation to “prioritize the leasing and development of fluid mineral resources outside GRSG habitat.” Because the proposed leases are not in conformance with the 2015 RMP amendments and undermine significant assumptions of their accompanying FEISs (i.e., that new oil and gas development will be prioritized outside of greater sage-grouse habitat), the EA cannot tier to or rely on those EISs. <u>Fourth</u>, the EA fails to consider the reasonable alternative of leasing only parcels outside of sage-grouse habitats. <u>Fifth</u>, it fails to meaningfully inform the reader or the decision-maker of the extent of new leasing within designated greater sage-grouse habitat, both in this lease sale and cumulatively in lease sales since the finalization of the sage-grouse RMP amendments.</p>	
27	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>Recent peer-reviewed scientific publications have reviewed Greater Sage-Grouse population response to oil and gas management measures in Wyoming, and re-confirmed lek attendance by male sage-grouse declines approximately 2.5% per year in response to oil and gas development, and that attendance declines as development increases, even where well pad density is limited. In light of this information, BLM cannot continue to assume, against scientific evidence, that the management measures in the 2015 RMP amendments will be sufficient to stem sage-grouse population decline.</p>	

28	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>Even under the BLM's own determinations, the proposed action is directly in conflict with a core provision of the 2015 sage-grouse RMP amendments. All the Wyoming Rocky Mountain Region RMPs (with the exception of the previously-adopted Lander RMP) are subject to the following measure for both priority and general habitat management areas: <i>Prioritization Objective—In addition to allocations that limit disturbance in PHMAs and GHMAs, the ARMPs and ARMPAs prioritize oil and gas leasing and development outside of identified PHMAs and GHMAs.</i> The “heart” of NEPA is an agency's obligation, in evaluating the environmental impacts of its actions, whether by EA or EIS, to consider all reasonable alternatives to those actions. See <i>Center. for Biological Diversity v. Nat'l Highway Traffic Safety Admin.</i>, 538 F.3d 1172, 1217 (9th Cir. 2008) (citing 40 C.F.R. § 1502.14(a)). The December 2018 leasing EA fails to meet this core NEPA obligation by arbitrarily excluding from consideration any alternative that could meaningfully preserve BLM Wyoming offices' authority to adopt effective and scientifically credible conservation measures for greater sage-grouse. The EA does not analyze the cumulative impacts to sage-grouse of leasing these parcels on top of all of the other parcels already leased and/or developed both in Wyoming and in adjacent states with connected sage-grouse populations, such as Montana. The December leasing EA considers only the no-action, proposed alternative, and a lease all parcels alternatives. The BLM should consider an alternative, regularly considered and adopted by other field offices, would defer all or selected remaining parcels located within sage grouse “Priority Habitat Management Areas” and “General Habitat Management Areas,” until new information regarding sage-grouse populations and the effectiveness of mitigation measures can be analyzed and applied.</p>	
29	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>First, the EA's percentage of greater sage-grouse designated habitat under lease in Wyoming is incomplete and will be outdated by the time of this lease sale. BLM's analysis of existing leasing in this EA does not include GHMA, which is also designated greater sage-grouse habitat. It also, stops at April 2018, as demonstrated by the EA's maps, 120 and needs to be updated with the results of BLM's Wyoming September lease sale, as well any lease parcels that have been sold noncompetitively since April 2018. Then BLM must add in the designated sagegrouse habitat that is being offered for lease in this sale and actually consider the impacts to sage-grouse of adding oil and gas development on those parcels. Furthermore, BLM must consider these cumulative impacts not at a vague statewide level, but at the regional and site specific level. BLM has not considered the conservation biology principles of representation, resiliency, and redundancy, which are key to preventing the extinction of species.</p>	

30	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>Second, BLM assumes that decreases in oil and gas development in PHMA will continue, without taking into account the boom and bust cycles of Wyoming oil and gas development.</p>	
31	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>Third, the EA does not analyze the cumulative impacts to sage-grouse of adding oil and gas development on the proposed lease sale parcels to the impacts of current oil and gas development; only leasing is discussed in the quoted passage above.</p>	
32	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>Fourth, the EA does not analyze cumulative impacts to sage-grouse of adding oil and gas development on the proposed lease sale parcels to the impacts of reasonably foreseeable oil and gas development projects that have recently completed or are currently undergoing NEPA processes.</p>	

33	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>BLM's EA fails to take a hard look at significant new research showing adverse effects to mule deer and pronghorn habitat use, migration corridors, and ultimately survival and abundance resulting from indirect effects of energy development, and the compounding effects of climate change. The EA further fails to justify BLM's refusal to engage in actual site-specific assessment of effects on particular deer and pronghorn subpopulations, winter use areas, and/or migration corridors. Merely describing "the <i>category</i> of impacts anticipated from oil and gas development" fails to meet NEPA's hard look requirement when it is reasonable for BLM to do more. <i>See New Mexico ex rel Richardson v. BLM</i>, 565 F.3d 683, 707 (10th Cir. 2009) (emphasis in original). "NEPA does not permit an agency to remain oblivious to differing environmental impacts, or hide these from the public, simply because it understands the general type of impact likely to occur. Such a state of affairs would be anathema to NEPA's 'twin aims' of informed agency decisionmaking and public access to information." <i>Id.</i></p>	
34	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>BLM should not lease any of these parcels containing crucial winter range habitat for pronghorn and mule deer, given the potential for long-term loss of this important habitat. In the alternative, it should require NSO stipulations on crucial winter range of these parcels. Or, at minimum, it should modify the timing limitation to prohibit vehicle traffic, noise, and other activities that disturb wintering ungulates during winter months. BLM should defer all lease parcels containing crucial winter range until each of these suggested alternatives are properly considered in an EIS.</p>	
35	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>BLM should defer all parcels with pronghorn and mule deer migratory routes and crucial winter range until it has conducted site-specific analysis disclosing the effect of sage-grouse stipulations and any other applicable mitigation measures on these big game habitats.</p>	
36	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers,</u></p>	<p>Again, while withdrawal of these areas from leasing or requiring an NSO would be more protective of winter range habitat, BLM should at least consider imposing a stipulation limiting density to 1 well pad location per square mile on the four parcels identified above.</p>	

	<u>Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>		
37	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	The "Special Lease Sale Notice," lacking any enforceable legal force, plainly fails to retain the necessary authority for BLM to avoid drilling and infrastructure placement within mule deer crucial winter ranges. Adding insult to injury, the sale notice makes reference only to WGFD's 2010 "Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats," the big game provisions of which were last updated in 2009. It fails entirely to acknowledge either more recent research or WGFD's 2018 "Mule Deer Initiative," which specifically concludes that prior BLM assumptions regarding temporary impacts are unsubstantiated, and that avoiding impacts requires avoiding drilling and infrastructure placement within crucial winter ranges.	
38	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	BLM should also defer all parcels containing crucial winter range and migratory corridors (as identified above), in light of a new directive from the Secretary of Interior requiring that BLM's land use plans for western states contain habitat management objectives for big game. Under Secretarial Order 3362, BLM and other Department agencies are required to work with State agencies "to conserve and/or improve priority western big-game winter range and migration corridors in sagebrush ecosystems," including in Wyoming. ¹⁷⁵ At the national level, these agencies are essentially required to ensure that their land use plans accomplish habitat objectives for the protection of big game winter range habitat and migratory corridors with measureable outcomes. BLM does not appear to have any specific habitat objectives for crucial winter range or migratory corridors within any of its land use plans for the Rawlins, Kemmerer, Rock Springs, or Uinta field offices. For example, the plans fail to address management objectives concerning which specific crucial winter ranges or migratory corridors should be preserved, and for which herds, and in what condition; how much winter range acreage should remain functional, and what population level should this acreage support; how wide should migratory corridors be; and to what extent should migratory corridors and crucial winter range be buffered from development. Until BLM has prepared Action Plans and revised management plans addressing specific habitat management objectives with measurable outcomes for big game habitat within these field offices, it should not allow any oil and gas leasing in areas containing winter range and migratory corridors. Accordingly, all parcels containing crucial winter range habitat and migratory corridors should be deferred.	

39	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>BLM's assessment of impacts associated with oil and gas leasing and development is perfunctory at best, and provides little to no site specific information regarding immediate or cumulative impacts to recreation, scenic landscapes, or wild places. Many parcels offered for the BLM's fourth Quarter 2018 lease sale are located within BLM identified lands with wilderness characteristics (LWCs), in close proximity or adjacent to designated wilderness study areas (WSAs), and in areas that are highly valued by many Wyoming residents for recreational purposes including hunting, hiking, backcountry horseback riding, camping, wildlife watching, and exploring.</p>	
40	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>Parcels WY-184Q-668 through 73, -677, -678, -679, and -680: The cumulative effects of leasing this block of parcels on sage grouse, mule deer, desert elk, and nongame species of wildlife, must be analyzed and considered in the context of impacts to recreational values, hunting, and local community economies. Without disclosure and analysis of these impacts, we request deletion of these parcels.</p>	
41	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>Parcels WY-184Q-309, 310, 312, 313, 315-18, 320, 321, 326-31, 686: Given the substantial impacts to recreation and wildlife habitat, and lacking full disclosure and analysis of those impacts, these parcels should be withdrawn from the sale.</p>	
42	<u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u>	<p>Parcels WY-184Q-140, and 650-652: These parcels each have boundaries in close proximity to several WSAs including Alkali Basin/East Sand Dunes, South Pinnacles, and Alkali Draw with some parcels sharing borderlines with the WSAs. This area is designated crucial range for both antelope and elk and provides excellent habitat for deer and other wildlife. Leasing parcels in such close proximity to these WSAs has the potential to disturb unique recreational experiences, mar viewsheds, demolish any sense of solitude and disrupt critical habitat for two iconic Wyoming species. Given the substantial potential impacts from leasing these parcels to designated WSAs, wildlife habitat, and recreational opportunities, we request their deletion from the sale.</p>	

43	Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:	<p>Parcels WY-184Q-218, -220, -263, -304, -656, -661, -662, -667: The parcels listed above lie in part or in whole within the designated corridor. Fragmenting this corridor not only threatens the herds themselves but may also have negative effects on the hunting economy which relies on the sale of hunting licenses, equipment, and transportation, as well as local recreationally-based economies that relies on opportunities for the public to view wildlife. Without adequate analysis and disclosure of information regarding the impacts to these herds and consequences to recreational use, we request that these lease parcels be deleted.</p>	
44	Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:	<p>Parcels WY-184Q-87 through 95, 105 through 113, -118, -638, and -640: Lease parcels WY-184Q-87 through 95, 105 through 113, -118, -638, and -640 are all located within close proximity to the Adobe Town WSA, and every one of these parcels except 638 and 640 lie within designated LWCs. These lease parcels surrounding the southern and western perimeter of Adobe Town threaten that area's wild character, opportunity for solitude, scenic viewpoints, outstanding wildlife habitat, and abundant cultural resources. The BLM must evaluate and fully disclose these impacts, including their effect on the recreation and tourism economies of surrounding counties and communities. Lacking such analysis, we request that these parcels be deleted from the sale.</p>	
45	Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:	<p>Parcels With Potential Impacts to Native Fish We are concerned about potential impacts to native fish in the Muddy Creek Drainage, Henry's Fork River Drainage, and Little Snake River Basin. The Colorado River cutthroat trout, Flannelmouth sucker, Roundtail chub, and Bluehead sucker are distributed throughout the Upper Green River Basin and deserve special analysis. Muddy Creek Drainage: Based on the presence of the three-native fish, the following parcels should at a minimum have Special Lease Notice language applied, or better yet be deferred or deleted: 339, 341, 345, 348, 350, 363, 364, 376, 379, 380, 389; Henry's Fork River: Based on these attributes, the following parcel should at a minimum have Special Lease Notice language applied, or better yet be deferred or deleted: 324; Little Snake River Basin: Two parcels should at a minimum have Special Lease Notice language applied, or better yet be deferred or deleted: 17, 64. BLM must use the existing readily available data to identify which sensitive species that are of critical concern with regards to the lands included in, or in immediate proximity to, the proposed sale parcels.</p>	

46	<p><u>Center for Biological Diversity, Western Watersheds Project, Sierra Club, Living Rivers, Colorado Riverkeeper, Upper Green River Network, and WildEarth Guardians:</u></p>	<p>In addition, BLM must consult with the Service regarding the impacts of the lease sale on affected listed species, in compliance with its section 7 obligations under the ESA. To the extent that BLM relies on its section 7 programmatic consultations for the several management plans governing the lease sale, that reliance is not proper for any of the listed species affected by BLM's action. The potential for fracking and horizontal drilling and its associated impacts within the planning area constitutes "new information reveal[ing] effects of the [RMPs] that may affect listed species or critical habitat in a manner or to an extent not previously considered [in the prior section 7 programmatic consultations]." 50 CFR § 402.16(b). BLM must therefore reinitiate consultation on all of the planning documents for these areas. In any case, it must formally consult over the lease sale's potential adverse effects on listed species and consider the full scope of fracking and other drilling activities that could affect these species. The BLM's refusal to consult at the lease stage, and proposal to defer consultation to the APD stage, is precisely the sort of incremental step consultation decisively rejected as inconsistent with the ESA in Conner v. Burford. The refusal to consult at the lease stage further precludes reliance on the earlier Phoenix RMP and any related plan-level consultation, because that plan level consultation does not include site-specific evaluations for individual activities. Under Conner, the individual activity in question is clearly the issuance of a (non-NSO) lease, and consultation must occur prior to lease issuance if the resulting activities may affect listed species or critical habitat. Therefore, under ESA § 7, BLM must consult with FWS prior to leasing.</p>	
47	<p><u>Greater Little Mountain Coalition:</u></p>	<p>By deferring these lease sales until the completion of the RMP, the Greater Little Mountain Coalition believes that, through the RMP revision process, an opportunity to develop an upfront plan for oil and gas leasing in these critical areas will properly balance the economic, conservation and social concerns presented by the lease sales within the GLMA. The Coalition urges the BLM to include strong resource protections and an upfront plan for oil and gas leasing in the signed Record of Decision for the Greater Little Mountain Area (Figure 3). If the DEIS for the RS RMP is released before the week of December 10th 4th Quarter Lease Sale, the Coalition recommends the following resource management prescriptions: § Implementation of an upfront plan for oil and gas leasing in the GLMA; § Additional no surface occupancy (NSO), not just avoidance language, in the specific management areas of Sugarloaf Basin, Sage Creek and Pine Mountain to protect fish and wildlife habitat and recreational opportunities and; § Maintain existing management in Currant Creek and Red Creek management areas.</p>	
48	<p><u>Multiple Sportsmen</u></p>	<p>We request that the parcels that overlap with the designated Sublette mule deer migration corridor and soon to be designated Baggs mule deer migration</p>	

	<u>Conservation Organizations:</u>	corridor be deferred. The current Green River RMP from 1997 is outdated and does not adequately address leasing or development in wildlife migration corridors nor does the Rawlins RMP. The recent DOI Secretarial Order No. 3362, "Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors" has yet to be implemented and guidance for leasing is warranted. As such, these leases should be deferred until RMPs are finalized or amended, and guidance is issued as it relates to energy development and conserving critical winter range and migration corridors. Also, by deferring the leases, it provides an opportunity to develop upfront comprehensive plans for oil and gas leasing in and/or near these critical areas that reduces conflicts, incorporates local input, and provides balance for economic, conservation, and social concerns.	
49	<u>Multiple Sportsmen Conservation Organizations:</u>	The proposed Special Lease Notice does not carry the same weight as a lease stipulation; it simply requires coordination with the proponent with no legal obligation of said proponent to abide by the WGFD's recommendations to maintain corridor function. The proposed special lease notice may result in dialogue with the proponent and WGFD over lease development, but no legal obligation or assurance the proponent will implement WGFD recommendations, nor does it provide additional authority to the state or BLM to manage development impacts on wildlife habitat within the corridor.	
50	<u>Multiple Sportsmen Conservation Organizations:</u>	Additionally, there has yet to be an analysis of projected development and potential impact to mule deer in combination with already existing energy leases and wells in the corridors. We recommend such an analysis occur prior to offering additional leasing in crucial winter range and migration corridors.	
51	<u>Multiple Sportsmen Conservation Organizations:</u>	Given the resulting impacts of energy development on public land throughout the West, the future management of federal public lands administered by the BLM with important wildlife habitat is of great interest to us - as our mule deer herds are renowned for world-class hunting. Hunters and wildlife management funding would be impacted if the herds continue to decline. The decline of the Sublette deer that winter on the Anticline has already resulted in the amount of non-resident licenses cut in half, directly impacting the WGFD budget. Additionally, the season was shortened by one-week as a result of the decline causing loss of hunter opportunity. Also, the Sublette herd has not reached its population objective of 32,000 animals since 2003. More leases should not be sold in their critical habitats until there is a comprehensive plan to achieve the population objective.	

52	<u>National Outdoor Leadership School:</u>	<p>Of specific concern to NOLS are eight parcels listed below near Sand Dunes, Alkali Draw, and South Pinnacles Wilderness Studies Areas. These parcels lie adjacent to, and in most cases within, the viewshed of existing routes and campsites frequented by NOLS to guide students through this scenic and historic landscape (Appendix, Map 1). We ask that these parcels be deferred or offered as No Surface Occupancy (NSO) because of the specific and cumulative impacts development would have on backcountry recreation in the area. (140, 649, 650, 652, 653, 661, 665, 667)</p>	
53	<u>National Outdoor Leadership School:</u>	<p>In the EA's Impact Analysis, only direct and potential impacts on recreation are discussed in very general terms (EA 4-19). There has been no substantive research into the impacts of this lease sale on guides and outfitters who operate in and around the JMH area. These impacts extend beyond just the economics and include health and safety concerns for those participating in backcountry recreation in this area.</p>	
54	<u>National Outdoor Leadership School:</u>	<p>[T]he BLM does not discuss the "cumulative impacts" on recreational users from its previous 3rd quarter lease sale that, to the best of our knowledge, will move forward with offering numerous leases in the Jack Morrow Hills area in September 2018. Together, the combined impacts of these two lease sales will almost certainly have a significantly impact on the ability of any outfitter or backcountry user to move across this unique and contiguous landscape without encountering the sights, smells, sounds, lights, and infrastructure associated with oil and gas development. Although site-specific NEPA can be done at the application to drill stage for each parcel, it is the broader cumulative impacts to this landscape that we think need further research.</p>	
55	<u>National Outdoor Leadership School:</u>	<p>Finally, the EA clearly recognizes the importance of recreation on public lands by highlighting the role of the tourism and outdoor recreation as an economic driver in Wyoming (EA 3-29). However, the EA makes no substantive effort to consider this more extensively in the context of the Jack Morrow Hills, which has long been recognized as a locally important hunting, horseback riding, camping, and cultural area for Wyoming residents. Isolating this region's renounced wilderness study areas amongst a patchwork of oil and gas development does not constitute a practical management solution, for recreational users or wildlife in the JMH, nor does it uphold the concept of "multiple use management" across the broader landscape.</p>	
56	<u>National Outdoor Leadership School:</u>	<p>Deferring the parcels mentioned above would help maintain the connectivity and natural viewshed for backcountry recreational users who have seen few changes to this landscape in the last century. It would also reduce user resource conflicts between guides and outfitters who frequent this area and contribute to the states growing recreation economy.</p>	

57	<u>National Parks Conservation Association:</u>	The National Parks Conservation Association (NPCA) writes today with concerns regarding the Bureau of Land Management's (BLM) fourth quarter lease sale and its potential impact directly to Fossil Butte National Monument as well as to the long-term health of mule deer, elk and pronghorn antelope populations that migrate through the landscape that would be impacted by the proposed lease sale to areas within and around Grand Teton and Yellowstone National Parks.	
58	<u>National Parks Conservation Association:</u>	Thus, we request that the BLM defer lease number 392 near Fossil Butte National Monument, as well as all leases that overlay areas identified as important for wildlife movement based on data provided through the University of Wyoming study. We request the National Park Service (NPS), Wyoming Game and Fish and U.S. Fish and Wildlife Service conduct a joint planning effort to determine where oil and gas leasing is appropriate in the High Desert District accounting for wildlife and wildlife migration. In the interim, the BLM should defer any leasing, or industrial application or use that could conflict with this key migration corridor.	
59	<u>National Parks Conservation Association:</u>	In addition, we request that before this parcel were to be considered for lease in the future, the BLM must consult with NPS to determine if mitigation efforts would be insufficient to resolve conflicts with Fossil Butte National Monument and therefore should be permanently removed from nomination.	
60	<u>National Parks Conservation Association:</u>	BLM is obligated under the National Environmental Policy Act (NEPA) to analyze the potential impacts of federal leasing on national parks and other sensitive areas. NPCA continues to take the position that, pursuant to this obligation, the BLM is required to conduct an environmental assessment (EA) to evaluate leases of federal lands for proposed oil and gas development. Where such development would occur near protected lands, BLM is required under NEPA to take a hard look at potential impacts to National Park Service (NPS) units from the proposed action, including the effects on protected resources, recreation and tourism.	
61	<u>National Parks Conservation Association:</u>	Further, NEPA requires that the EA must identify any potential conflicts, as well as attempt to measure, quantify, or objectively define what any adverse effects might look like and evaluate whether they are "significant." See, e.g., <i>Klamath- Siskiyou v. BLM</i> , 387 F.3d 989, 994 (9th Cir. 2004) ("[g]eneral statements about possible effects and some risk do not constitute a hard look absent a justification regarding why more definitive information could not be provided") (internal citations omitted). Thus, the BLM must actually evaluate how development on the proposed leases would affect the various natural resources within protected lands.	

62	<p><u>National Parks Conservation Association:</u></p>	<p>The following parcels 41, 42, 43, 44, 57, 58, 59, 60, 61, 62, 63, 179, 180, 218, 219, 220, 263, 304, 323 656, 665, 667, 668, 669, 670, 671, 672, 673, 677, 679, 680 should be deferred to maintain key migration routes in the state. In addition, parcels 606, 607, 609, 612 overlap big game crucial winter range. At a minimum, timing stipulations related to any big game calving and applicable winter range should be applied to these four parcels. Considering the devastating loss of the mule deer population in Wyoming, the BLM should defer these leases until the mule deer population recovers to a healthy level as defined by the Wyoming Game and Fish and the National Park Service.</p>	
63	<p><u>National Parks Conservation Association:</u></p>	<p>Thus, in conjunction with this proposed lease sale, the BLM must consider reasonable alternatives, including middle-ground options that fall between the two extremes of leasing all parcels or leasing none. <i>See, e.g., TWS v. Wisely</i>, 524 F. Supp. 2d 1285, 1312 (D. Colo. 2007) (finding that BLM violated NEPA by failing to consider “middle-ground compromise between the absolutism of the outright leasing and no action alternatives”). At a minimum, the BLM should analyze the alternatives that include: deferring parcel 392 in the Kemmerer Field Office as noted above and defer any parcels that overlay documented migration corridors. Finally, the BLM should present alternatives that would not continue to contribute to devastating loss of mule deer population in Wyoming.</p>	
64	<p><u>National Parks Conservation Association:</u></p>	<p>NPCA urges the BLM to fully account for the potential climate change impacts from the proposed leasing and associated oil and gas extractive activities from the December 2018 lease sale. This assessment should include preparing an emission inventory projection for the individual and cumulative impacts of the range of possible development scenarios and performing an analysis of both long and short-term impacts to nearby sensitive landscapes and nearby populations vulnerable to the effects of climate change.</p>	
65	<p><u>National Parks Conservation Association:</u></p>	<p>NPCA continues to be concerned with the implementation and enforcement of stipulations and lease notifications. The scoping document includes a host of stipulations for each lease that would be attached to the Application for Permit to Drill (APD). However, the BLM to date has provided little or no public input at the APD stage. Further, postponing the majority of decisions concerning protections for environmental, cultural, and other resources to the APD stage means that the scope of development will be shaped largely after the lease is held by the oil and gas operator and after the BLM has made an irretrievable commitment of resources.</p>	

66	<u>National Parks Conservation Association:</u>	It is impermissible to wait until the ADP [sic] stage to conduct this level of analysis, including, among other things, preparing an emissions inventory and quantitatively analyzing the reasonably foreseeable impacts from development of these parcels. Such an approach almost inevitably means that the impacts of each individual development project will be reviewed piecemeal and dismissed or discounted, and the cumulative impact of all the development resulting from the proposed project will never be reviewed. Therefore, we continue to take the position that BLM is required to prepare an EA for this leasing proposal, and that an EA must include an emissions inventory that documents the upper bounds of emissions from all potential development in the aggregate, as is required by NEPA.	
67	<u>National Parks Conservation Association:</u>	Further, as should be obvious, stipulations cannot provide a solution to visual impairments within the viewshed of the park from oil and gas extractive activities flowing from these leases. To put it another way, stipulations cannot solely mitigate the impacts of oil and gas development on a national park unit. This lease sale proposal, like others before it, proposes to use stipulations as a solution to conflicts of viewshed, noise and light pollution but to no or little effect. Together, stipulations and conditions of approval cannot resolve these and other issues that adversely affect national park units. Leasing before the BLM fully understands and accounts for the range of potential impacts from oil and gas extractive activities on or nearby protected lands conflicts with common sense and, as discussed previously, violates NEPA.	
68	<u>Powder River Basin Resource Council:</u>	Air quality is perhaps the largest area of impact from oil and gas operations in the state. BLM's NEPA analysis is deficient because it does not accurately describe what air mitigation measures are required through DEQ permitting. The analysis also relies upon BLM and EPA rules that are in the process of being repealed under the new administration. Please revise the analysis to describe the air mitigation measures currently required by state permitting actions. Please also consider mitigation measures beyond state permitting requirements. This mitigation is required in order for BLM to have a defensible FONSI.	
69	<u>Powder River Basin Resource Council:</u>	BLM also fails to disclose ozone data in Campbell and Converse Counties where leasing will occur. Please describe and disclose the current air quality conditions in these areas and then analyze what impacts will occur from additional leasing and oil and gas development.	

70	<u>Powder River Basin Resource Council:</u>	First, the analysis is not specific to the proposed leasing and is therefore unrelated to BLM's proposed action. This EA does not consider the reasonable foreseeable development scenario of these leases and instead relies upon a generic estimate of development under the RMP. This distinction is important because development, particularly deep oil development, continues to increase in the High Plains District. As we discussed in our comments on the RMP, BLM undervalued the potential of this new oil development and the impacts that will result in its RMP EIS. Our comments are only more important today, with thousands of wells drilled and thousands more on the horizon. In fact, this leasing would likely not be occurring but for the tremendous uptick in federal oil development in the High Plains District. ¹	
71	<u>Powder River Basin Resource Council:</u>	Second, BLM does not appear to consider the higher GWP and shorter timeframe mandates from the court in relation to indirect emissions from combustion, which is a significant portion of the lifetime climate impacts from these leases. This severely undercuts the accuracy of BLM's quantification of climate impacts and its qualitative analysis of how these proposed leases will contribute to global climate change.	
72	<u>Powder River Basin Resource Council:</u>	The FONSI relies upon: "Lease Notice No. 1 is applied to all parcels and restricts occupancy within ¼ mile of occupied dwellings for public safety." We encourage BLM to strictly apply this setback to all federal oil and gas development in the state. However, please see our comments on the Converse County Draft EIS and concerns we have raised about BLM's implementation of its setback for specific projects in the High Plains District.	
73	<u>Powder River Basin Resource Council:</u>	Almost remarkably, BLM states in its FONSI that "The subject parcels . . . are not located on agricultural lands." It is unclear how BLM defines "agricultural lands" but almost certainly, proposed parcels include lands with agricultural use, including livestock grazing, hay production, and other agricultural operations. Please describe the current land use of all proposed parcels and any reasonably foreseeable impacts to those current land uses.	
74	<u>Powder River Basin Resource Council:</u>	A particularly problematic aspect of BLM's generalized analysis is a lack of specific and useful impacts analysis related to wildlife. While BLM notes the high number of proposed parcels in priority habitat areas, there is no discussion of likely impacts to any particular habitat management area, like the Buffalo Core Area. Please explain how BLM has determined that the habitat density and development limits will be met for each priority habitat management area with the level of leasing proposed. We continue to ask BLM to defer all leasing in sage-grouse core areas to maintain sufficient habitat necessary to prevent a listing of the sage-grouse under the Endangered Species Act.	

75	<u>Trout Unlimited:</u>	<p>In the December 2018 sale, parcels are located adjacent to and within numerous WSAs (Figure 2). Activities associated from oil and gas development, including impacts from road construction, dust, habitat and migration fragmentation, methane leaks and water use, can directly and indirectly impact WSA resources. Trout Unlimited requests the BLM to think on a landscape scale as they assess selling parcels in and adjacent to WSAs. Other impacts such as light pollution and noise pollution also account as significant threats to maintaining the much-needed human benefit of solitude and primitiveness. These areas in Wyoming represent the best of the last and are irreplaceable. Trout Unlimited strongly urges the BLM to consider the cultural, historical, recreational, social, economic and primal significance of allowing development in, on and around WSAs. The strongest possible stipulations must be assigned those lease parcels left in the sale. Further mitigation measures should be applied during the development phase, and every effort should be made to ensure the surface public land estate remains unaltered.</p>	
76	<u>Trout Unlimited:</u>	<p>Parcels 111, 112, and 118 in and around Adobe Town WSA (and historical range of native trout) should be deferred until the Visual Resource Management Amendment under the Rock Springs Draft Environmental Impact Statement (DEIS) is finalized with protections that prevent oil and gas development on Skull Rim, the heart of Adobe Town. No Surface Occupancy (NSO), at a minimum, should be applied to parcels 640 and 638 in the dispersed special recreation area at the southern tip of Adobe Town WSA and along Shell Creek.</p>	
77	<u>Trout Unlimited:</u>	<p>Parcel 393 is not included in the North Platte Wild Trout CSI with the inlet to Seminoe Reservoir as the northern boundary for the wild trout conservation analysis but it is an important wild trout fishery. Seminoe Reservoir, Miracle Mile below Kortez Dam, Pathfinder Reservoir and others contain large native and non-native game fish sought after by anglers from all over the world. Parcel 393 is located in the state-designated Blue Ribbon fishery (Figure 3). In addition, the lands surrounding the river and Seminoe Reservoir are managed by the Bureau of Reclamation, which is not mentioned in the EA stipulations. The EA and the Rawlins RMP contain insufficient stipulations relevant to protect coldwater fisheries. Trout Unlimited recommends this parcel deferred until further analysis of the impacts to the fishery and watershed is available.</p>	

78	<u>Trout Unlimited:</u>	<p>The northern boundary of parcel 639 is located approximately .10 miles from the Greybull River with the western edge about 2.3 miles downstream from conservation metapopulations of native Yellowstone cutthroat trout (Figure 4). Currently, the EA does not provide any stipulations that protect streams, perennial waters, or riparian areas for this parcel. We request the BLM include strong buffer stipulations that protect this coldwater stream. Any oil and gas development near perennial streams should ensure sediment is not reaching the stream, especially in areas with highly erosive soils. The stipulations outlined in the Bighorn Basin RMP should be adhered to with every effort to protect the riparian corridor and its inhabitants from the effects of oil and gas development. The RMP provides opportunities for extending buffers along perennial streams important to coldwater fisheries.</p>	
79	<u>Trout Unlimited:</u>	<p>Parcel 378 covers 1,174.09 acres just south of the peak of Miller Mountain (Figure 5). Miller Creek contains intermittent populations of Colorado River cutthroat trout. Trout Unlimited recommends a minimum buffer of 500 feet for all perennial and ephemeral streams and NSO to protect the surrounding watersheds to the north, south, east and west. The location of this parcel warrants assurances that surrounding watersheds will not be affected by increased sediment loads or stream temperatures and that access roads and trails are limited, especially in riparian corridors.</p>	
80	<u>Trout Unlimited:</u>	<p>Parcels 334, 335, 360 and 361 located adjacent to Slate Creek should have stipulations that offer perennial water protection. This coldwater fishery, popular with locals and tourists alike, empties into the Green River and a minimum of 500 feet buffer should be applied.</p>	
81	<u>Trout Unlimited:</u>	<p>Parcels 314 and 322 along the New Fork River contain significant populations of large, coldwater fish with high connectivity in the Upper Green watershed and is identified as expansion habitat for restoring CRCT populations back to their historic range. This parcel is located adjacent to Highway 351 and a popular recreation area adjacent to the highway. Identified as a major fishery by WGFD, there is a significant amount of public use. Trout Unlimited recommends increased buffers to 500 feet with the option to move any well pad up to 1/8 mile away from riparian areas without additional NEPA.</p>	
82	<u>Trout Unlimited:</u>	<p>Parcels 337 and 338 overlap Sage Creek and Cottonwood Creek and their riparian corridors (Figure 6). The southern portion of Parcel 337 is approximately .18 miles from the main stream channel of Sheep Creek with much of the parcel overlapping the riparian corridor. Upper Sheep Creek contains conservation populations of CRCT. Trout Unlimited supports the Controlled Surface Use (CSU) stipulation applied but also requests that</p>	

		stipulations to protect perennial stream corridors be applied to mitigate impacts to coldwater fisheries, watersheds, riparian areas, wet zones, and ephemeral streams.	
83	<u>Trout Unlimited:</u>	Of significance, native Roundtail Chub have recently been found in Black's Fork, Ham's Fork, Muddy Creek, Little Muddy Creek and the North Fork of Little Muddy Creek. We ask that the BLM conduct further analysis for the presence of the Chub in this river system and if confirmed near or within the parcel locations, remove those parcels from the sale.	
84	<u>Trout Unlimited:</u>	Trout Unlimited also requests BLM work closely with WGFD and add site specific requirements that ensure stipulations, lease notices and agreements are applied to minimize impacts to habitat diversity, water quality, flow regime, riparian vegetation, deep pools, bank stability and sediment load. Native fish populations require resilience (having sufficiently large populations and intact habitats to survive environmental change) and redundancy (saving enough different populations so that some can be lost without jeopardizing the species). WGFD, BLM and the USFS are a part of the Rangewide Conservation Agreement for the 3 species, this Conservation Agreement was developed to demonstrate to the U.S. Fish and Wildlife Service that throughout the region state, federal and tribal partners are managing these species well throughout their range and the species do not need to be placed on the Endangered Species List.	
85	<u>Trout Unlimited:</u>	Parcel 324 borders and crosses the Henry's Fork (Figure 8). In the 1997 Green River RMP, stipulations for watersheds include no permanent structures constructed in floodplains and no construction within 500 feet of a stream unless it can be demonstrated there is no physically practical alternative. Trout Unlimited recommends NSO for parcel 324 given its proximity to the Henry's Fork River and other ephemeral streams overlapping the parcel.	
86	<u>Trout Unlimited:</u>	<p>In summary Trout Unlimited recommends the following:</p> <p>1. For the offered parcels, the stipulations from the RMPs and the EA are applied to all parcels and where applicable to each Application for Permit to Drill (APD) to minimize impacts to coldwater fisheries, watersheds, riparian areas, wet zones, ephemeral streams, perennial streams and others.</p> <p>2. Compliance with Onshore Order 1 and looking at the engineering package for siting, mandatory Wyoming Game and Fish Department biologist or the appropriate biologist invited and participating in every on-site.</p>	

		<p>3. Swift and effective interim reclamation must become a priority to stabilize soils, limit nitrification of water sources and protect watershed attributes.</p> <p>4. Where applicable, surface disturbance will be prohibited in any of the following areas or conditions. Exception, waiver, or modification of this limitation may be approved in writing, including documented supporting analysis, by the Authorized Officer.</p> <p>a. Slopes in excess of 25 percent</p> <p>b. Within important scenic areas (Class I and II Visual Resource Management Areas)</p> <p>c. Within 500 feet of surface water and/or riparian areas</p> <p>d. Within either one-quarter mile or the visual horizon (whichever is closer) of historic trails</p> <p>e. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.</p> <p>5. Trout Unlimited requests to be notified about any APD that effects coldwater fisheries in Wyoming, as well as APD's for the lease parcels and areas specified in our comments.</p>	
87	<p><u>Trout Unlimited:</u> <u>Greater Little</u> <u>Mountain</u> <u>Coalition</u></p>	<p>The Coalition urges the BLM to include strong resource protections and an upfront plan for oil and gas leasing in the signed Record of Decision for the Greater Little Mountain Area (Figure 3). If the DEIS for the RS RMP is released before the week of December 10th 4th Quarter Lease Sale, the Coalition recommends the following resource management prescriptions: § Implementation of an upfront plan for oil and gas leasing in the GLMA; § Additional no surface occupancy (NSO), not just avoidance language, in the specific management areas of Sugarloaf Basin, Sage Creek and Pine Mountain to protect fish and wildlife habitat and recreational opportunities and; § Maintain existing management in Currant Creek and Red Creek management areas.</p>	

88	<u>Upper Green River Coalition:</u>	<p>For the reasons set forth below, the Upper Green River Network (UGRN) has concerns regarding select parcels in the Wyoming December 2018 4th Quarter Lease Sales. By moving forward with the leasing of parcels delineated in this letter, we feel that site-specific impacts have not properly been analyzed; thus suggesting an unlawful restriction of the NEPA process. Within this section, we bring forth a select number of parcels that we have concerns over and respectfully request be removed from the June 2018 lease sale. Potential impacts to water quality, quantity, and mule deer wintering grounds are of specific concern. Overall, we feel the stated buffer of 500' from surface water is insufficient, and that due to the variability of surface and groundwater connection that site-specific analysis need to be undertaken for all parcels listed below. Further, while "the act of offering, selling, and issuing federal oil and gas leases does not produce impacts to water resources," we find it shortsighted and inappropriate to lease parcels with the explicit goal of development and not take into account the impact to freshwater. Within this section, we bring forth a select number of parcels that we have concerns over and respectfully request be removed from the June 2018 lease sale.</p>	
89	<u>Upper Green River Coalition:</u>	<p>The following parcels are located within a big game migration corridor currently under review. The revised Special Lease Notice language should be applied, and we request it is better to defer or delete from the forthcoming lease sales. Parcels 41, 42, 43, 44, 45, 57, 58, 59, 60, 61, 62, 63, 64, 66</p>	
90	<u>Upper Green River Coalition:</u>	<p>Based on the presence of the three-native fish (Flannelmouth sucker, Roundtail chub, and Bluehead sucker), the following parcels should at a minimum have Special Lease Notice language applied, or better yet be deferred or deleted: 339, 341, 345, 348, 350, 363, 364, 376, 379, 380, 389</p>	
91	<u>Upper Green River Coalition:</u>	<p>The Henry's Fork River is considered a tier II watershed in that it consists of Colorado River cutthroat and at least one of the three native warm water species and represents the best opportunity for native fish management in the Upper Green River Basin. Alongside the cutthroat is the Bluehead sucker. Based on these attributes, the following parcel should at a minimum have Special Lease Notice language applied, or better yet be deferred or deleted: 324</p>	

92	<u>Upper Green River Coalition:</u>	Suckers and chubs have been found in the Upper Muddy Creek River within the Little Snake River Basin and are identified as the top ranked watershed in the Yampa Subbasin based on stakeholder discussion. Two parcels should at a minimum have Special Lease Notice language applied, or better yet be deferred or deleted: 17, 64	
93	<u>Powder River Basin Resource Council:</u>	Although all of the proposed leases are combined into a single EA, unless otherwise specified, our comments are focused on the High Plains District leases, and particularly those within the Buffalo Field Office RMP jurisdiction.	
94	<u>Powder River Basin Resource Council:</u>	Under the Proposed Action analyzed in the EA, the BLM would offer for sale 581 whole or partial parcels containing approximately 780,679.36 acres. The leases encompass land and minerals over 1,219 square miles or an area almost ½ the size of Yellowstone National Park or about the size of Rhode Island. Leasing the number of parcels BLM has proposed is a major federal action significantly impacting the environment and an EIS is required. BLM provides no justification for why an EIS is not required and the lease stipulations discussed in its draft FONSI do not adequately mitigate impacts to a level below significance. In order to comply with NEPA, BLM must prepare an EIS for this proposed leasing action. With respect to oil and gas lease sales, federal courts have held that the issuance of an oil and gas lease that allows surface occupancy and development is a major federal action requiring the preparation of an environmental impact statement. <i>Sierra Club v. Petersen</i> , 717 F.2d 1409 (D.C. Cir. 1983); <i>Conner v. Burford</i> , 848 F.2d 1441 (9th Cir.1988).	
95	<u>Powder River Basin Resource Council:</u>	While BLM notes the high number of proposed parcels in priority habitat areas, there is no discussion of likely impacts to any particular habitat management area, like the Buffalo Core Area. Please explain how BLM has determined that the habitat density and development limits will be met for each priority habitat management area with the level of leasing proposed. We continue to ask BLM to defer all leasing in sage-grouse core areas to maintain sufficient habitat necessary to prevent a listing of the sage-grouse under the Endangered Species Act.	

96	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>Because the BLM's December 2018 lease sale has parcels directly next to the BLM's September 2018 lease sale and the BLM attempts to tier to the part 1 EA for the September lease sale, the Conservation Groups incorporate by reference the comments, protest, and exhibits submitted for the September sale, including: comments on the draft EA for the initial set of parcels (submitted Feb. 21st, 2018), comments on the draft EA for the additional parcels added as a result of BLM IM 2018-034 (submitted June 7, 2018), and the protest of both of these sets of parcels (submitted Aug. 13, 2018). Footnote: 2 On page 4-1 of the EA, the BLM states "[a]s described in Section 1.4, above, this EA tiers to the applicable RMP FEISs and the lease sale EAs prepared for Part 1 of the Third-Quarter 2018 lease sale." But, in Section 1.4, the BLM fails to reference the September 2018 lease sale EA or otherwise formally to tier to it. See EA at 1-4 to 1-5.</p>	
97	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>To start, the Conservation Groups protest the BLM's public comment process for the Wyoming December 2018 lease sale. As a result of BLM IM 2018-034, BLM has drastically cut public comment periods and opportunities and forced the public to submit comments solely through the frequently-broken comment system, ePlanning. This approach violates both the letter of the law and the spirit of NEPA. <i>See Price Road Neighborhood Ass'n v. U.S. Dept. of Transportation</i>, 113 F.3d 1505, 1511 (9th Cir. 1997) ("One of the twin aims of NEPA is active public involvement and access to information."); <i>see also Colony Federal Savings & Loan Ass'n v. Harris</i>, 482 F. Supp. 296, 304 (W.D. Pa. 1980) ("[c]itizen participation is a vital ingredient in the success of NEPA").</p>	
98	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>The EPA has designated the Upper Green River Basin Area of Wyoming as in marginal nonattainment with the 2008 NAAQS for ozone. EPA, 8-Hour Ozone (2008) Designated Area Partial County Descriptions, https://bit.ly/2K3DyRW (last visited Sept. 10, 2018); EA at 3-6. Thus, the BLM, a federal agency, is prohibited from undertaking any activity this area that does not conform to Wyoming's SIP. See 40 C.F.R. § 93.150(a); see also Wyoming SIP at 020-0002-008 Wyo. Code R. § 3. In sum, the BLM cannot ignore its obligations under the Clean Air Act or FLPMA to 1) ensure compliance with federal air quality standards and 2) revise the Pinedale and Rock Springs RMPs based on new information which affects the entire plan. Thus, BLM is required to conduct a conformity analysis and amend both RMPs to "provide for compliance with applicable [air] pollution control laws" before approving actions that may impact attainment with the 2008 NAAQS. Although it is possible for the BLM to address this gap through the completion of a site-specific NEPA analysis, the EA for the lease sale does not provide the hard look required by NEPA for two reasons: 1) the BLM's analysis of indirect greenhouse gas emissions fails to calculation emissions for the proposed</p>	

		<p>action and 2) the BLM's discussion of the global warming potential for methane still fails to acknowledge the changing science in this area.</p>	
99	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>On the former, the BLM fails to calculate downstream (indirect) greenhouse gas emissions for the proposed action. Instead, the agency uses statewide calculations from the respective RMPs/EISs to estimate indirect GHG emissions for field office wide emissions. See EA at 4-7 to 4-8. But this gives the BLM no information with which to weigh the impacts of leasing 118 Buffalo Field Office parcels or otherwise assess the significance of the proposed action. It also directly violates the ruling in another federal court decision, <i>San Juan Citizens All. v. U.S. Bureau of Land Mgmt.</i>, No. 16-CV-376-MCA-JHR, 2018 WL 2994406, at *11 (D.N.M. June 14, 2018). There, the court held that "BLM's failure to estimate the amount of greenhouse gas emissions which will result from consumption of the oil and gas produced as a result of development of wells <i>on the leased areas was arbitrary.</i>"</p>	
100	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>Next, although Guardians appreciates the fact that the BLM includes additional information on the GWP of methane and the difference between the 20-year and 100-year GWPs, the agency's assessment is still incomplete. For example, the BLM includes three different 20-year GWPs for methane: 28 as recommended by the EPA, EA at 3-16, 28 to 36, <i>id.</i>, and 21, <i>id.</i> at 4-6. Furthermore, in the chart provided on 4-6, BLM seems to use a GWP of 25. <i>Id.</i> BLM fails to explain why it ends up using this number when there clearly is range of GWPs for methane. Perhaps more importantly, this assessment also omits any actual calculations of the GWP of emissions from the proposed action. Instead, all emissions are based on field office wide emissions. Guardians submits that for the BLM to most accurately disclose the greenhouse gas emissions associated with the proposed lease sale and have a full and fair discussion as required by NEPA, the agency must analyze CO2e emissions from the proposed action, based on both the 20-year and 100-year global warming potentials for methane, which should be 84 and 36, respectively.</p>	

101	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>Unfortunately, because BLM's underlying RMPs/FEISs and the December EA do not fully analyze the impacts of fracking, the BLM cannot conclude that impacts will be insignificant. For example, although the BLM provide a "Hydraulic Fracturing White Paper" in section 5.6 of the EA, this document is generalized and does not assess the impacts of fracking the specific lease parcels, especially the parcels within the Pinedale and Rock Springs area where increased emissions from fracking will likely worsen the ozone nonattainment area. Indeed, the BLM entirely defers any site-specific analysis of air emissions from fracking to the APD stage. EA at 5-83 ("Emissions associated with a project, and HF if proposed, will be analyzed through a site specific NEPA document to ensure that the operation will not cause a violation of the Clean Air Act.").</p>	
102	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>Finally, as shown below, because the Wyoming December 2018 lease parcels are directly adjacent to many of the Wyoming March, June, and September 2018 lease parcels as well as the Utah December and Colorado December lease sale parcels, the fourth intensity factor, cumulative impacts, is also implicated by the lease sale, further underscoring the need for an EIS. According to NEPA regulations, "[s]ignificance exists if it is reasonable to anticipate a cumulatively significant impact on the environment. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts." 40 C.F.R. § 1508.27(b)(7). This latter sentence is particularly important here. As shown by the maps below, the December lease sale is not occurring in a vacuum. The BLM must study the cumulative impacts of these similar actions occurring within the same area through an EIS.</p>	

103	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>Thus, the BLM must estimate the impacts of drilling these wells at the lease sale stage. Second, the Tenth Circuit has explicitly held that NEPA requires that agencies prepare a site-specific EIS at the lease sale stage when two factors are met: 1) an irretrievable commitment of resources and 2) reasonably foreseeable impacts. <i>New Mexico ex. rel. Richardson v. U.S. Bureau of Land Mgmt.</i>, 565 F.3d 683, 717–18 (10th Cir. 2009). First, the court held that issuance of an oil and gas lease without a no surface occupancy (“NSO”) stipulation constituted an irretrievable commitment of resources because the BLM could not completely avoid environmental impacts at the permitting stage without this stipulation. <i>Id.</i> at 718. Second, the court further reasoned that because the lease occurred in an area that had seen “considerable exploration” and “a natural gas supply [was] known to exist beneath the[] parcels,” the impacts from leasing were reasonable foreseeable. <i>Id.</i> at 718–19. Thus, the court concluded that the BLM was required to conduct a site-specific NEPA analysis of the impacts of lease “prior to its issuance.” <i>Id.</i> Here, the situation is directly similar. First, the BLM admits that leasing is an irretrievable commitment of resources and fails to impose full NSO stipulations for any of the parcels. EA at 1-3. The BLM also admits that the leases are in areas that have seen extensive development. See <i>id.</i> at 4-5. Thus, BLM is required by law to conduct a site-specific analysis of the impacts from the issuance of its leases.</p>	
104	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>Here, similar to the <i>Western Organization of Resource Councils</i> case, the BLM has failed to consider any alternatives that significantly reduce the permitted development in order to address other resource concerns such as air quality or climate change. BLM preferred action alternative permits leasing of 584 parcels while BLM’s “lease all available parcels” alternative proposes to lease 674 parcels. EA at 2-1, 2-3. This all-or-nothing approach (lease 100% or 87%) leaves the BLM and the public without any basis with which to compare and contrast the various proposals or otherwise determine the best course of action. Perhaps more importantly, the BLM also fails to consider an alternative that will reduce greenhouse gas emissions. As noted above, consideration of such an alternative is well within BLM’s statutory mandate.</p>	

105	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>The BLM proffers to lease a number of parcels in the Newcastle Field Office area in the December 2018 lease sale. But, because the RMP/FEIS for this office, the New Castle Field Office Resource Management Plan (“Newcastle RMP”) and Final EIS, is severely out-of-date, fails to analyze the impacts of fracking and horizontal drilling, and the December EA does not correct this deficiency, the BLM cannot lease these parcels. Because the geographic range, the extraction technology, and the intensity of oil and gas development has changed significantly since 2000, the BLM must analyze these impacts in either a revised RMP and accompanying FEIS or an EA/EIS for the lease sale. Unfortunately for the BLM, neither the Newcastle RMP nor the High Plains EA for the September 2018 lease sale meet these requirements. The BLM’s lack of analysis on the impacts from fracking not only violates NEPA but also violates FLPMA. As noted above, FLPMA requires that the BLM amend an RMP whenever there is a need to “[c]onsider a proposal or action that does not conform to the plan,” “respond to new, intensified, or changed uses on public land,” or “consider significant new information from resource assessments, monitoring, or scientific studies that change land use plan decisions.” BLM Land Use Planning Handbook, H-1610-1, Section VII.B at 45. At a minimum, the use of multi-stage fracking coupled with horizontal drilling in the Newcastle Field Office constitutes a “new, intensified, or changed use[] on public land.” As a result, the BLM cannot move forward with leasing the parcels in this area until it either completes an amendment to the RMP or includes a full analysis of the impacts of fracking and horizontal drilling in a revised EA or EIS.</p>	
106	<p><u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u></p>	<p>All told, the BLM has leased or is proposing to lease approximately 1,512 parcels or 1,470,158.796 acres of publicly-owned land in the states listed above in 2017 and 2018. The BLM cannot ignore the impacts from these similar, cumulative federal lease sales. A similar gap occurs with regard to future oil and gas projects. Although the BLM has in the past included a map of the lease parcels near certain projects, the BLM fails to do so here. The BLM also fails to quantify GHG emissions from these projects in conjunction with the lease or otherwise assess the significance of these actions. The BLM cannot insinuate that emissions are insignificant in the context of state and regional emissions, but then fail to disclose the direct, indirect, and cumulative greenhouse gases that would result from all other “similar” and “cumulative” actions within the state and region. Clearly, this failure is in violation of the NEPA’s requirement to analyze cumulative and similar impacts with common timing and geography.</p>	

107	<u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u>	<p>In sum, the social cost of carbon provides a useful, valid, and meaningful tool for assessing the climate consequences of the proposed leasing, and the BLM's complete failure to include it while touting the economic benefits of the lease sale is arbitrary and capricious.</p>	
108	<u>WildEarth Guardians, Center for Biological Diversity and Western Watersheds:</u>	<p>The MLA and FOOGLRA do not in any way restrict the factors that BLM may consider when exercising its considerable discretion under § 226(a). Therefore, even if the BLM bases its decision entirely on the public's overwhelming opposition to oil and gas development in this area, it has the authority to do so. Indeed, it would be irresponsible for BLM to propose these lease parcels for sale without first performing the necessary due diligence and environmental review to determine, on a site-specific basis, whether these lands should be conserved as is. Based on this expansive authority and discretion, as well as the reasons outlined above, we implore BLM to reconsider its decision to lease the December 2018 parcels.</p>	
109	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	<p>BLM is still not considering several reasonable middle-ground alternatives. For example, the EA fails to evaluate an alternative that would defer leasing in PHMA and/or GHMA for sage-grouse, despite a legal obligation to do so under the Approved RMP Amendments (September 2015) (ARMPA) and associated policy guidance. See Wyoming BLM ARMPA at 24, Management Objective No. 14 ("Priority will be given to leasing and development of fluid mineral resources, including geothermal, outside of PHMAs and GHMAs."); see also Record of Decision (ROD) and Approved RMP Amendments for the Rocky Mountain Region at 1-25 ("the ARMPs . . . prioritize oil and gas leasing and development outside of identified PHMAs and GHMAs. . . . This objective is intended to guide development to lower conflict areas and as such protect important habitat. . . ."). The BLM has also failed to fully consider deferring parcels in LWCs and big game migration corridors.</p>	

110	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>Similarly, BLM should have considered an alternative that deferred leasing in crucial winter range. New and significant peer reviewed science from Wyoming, discussed in detail below, suggests the adverse impacts to ungulates from oil and gas leasing are more far reaching and longer term than BLM's scant NEPA analysis presumes. BLM should have evaluated an alternative that defers leasing in this habitat, at least until the best available science can be incorporated into NEPA review. Finally, the BLM should have considered an alternative that deferred the leasing of parcels within the RSFO in order to preserve decision space for the upcoming RMP revision. Because BLM has not evaluated these or any other "middle-ground" alternatives, it has violated NEPA.</p>	
111	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>BLM is in fact proposing to make an irretrievable commitment of resources" by offering leases without reserving the right to prevent all future development; the site-specific impacts are "reasonably foreseeable" and should be analyzed in this EA, rather than waiting until a leaseholder submits an application for permit to drill (APD). Unfortunately, the EA takes exactly the wrong approach and does not adequately evaluate impacts. The EA claims that leasing is merely an administrative action and entails no environmental impacts or consequences. EA at 1-3, 3-11, and 4-1. Yet, BLM expressly defers a site-specific analysis on key resource values, including wildlife, recreation, visual resources, and useable water resources. The BLM fails to consider reasonably foreseeable impacts in this EA despite acknowledging a responsibility to do so. See EA at 1-3 (citing <i>New Mexico ex rel. Richardson v. BLM</i>). This approach violates NEPA, and BLM must take the site-specific impacts of leasing into account at this stage.</p>	
112	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>The environmental effects of reasonably foreseeable future actions analyzed in the 2015 ARMPA were premised on the implementation of the conservation measures contained in the plan amendments, including, importantly, prioritizing oil and gas leasing and development outside of PHMAs and GHMAs, implementing the net conservation gain requirement, requiring compensatory mitigation, requiring effective noise controls in GHMA as well as PHMA, mineral withdrawals in sagebrush focal areas, compliance with required design features, etc. For the analysis of impacts to be accurate, it must examine the direct, indirect and cumulative effects of habitat-disturbing actions in sage-grouse habitat without the implementation of those conservation measures, which have recently been abandoned by BLM or may be abandoned in the near future. See, e.g., Instruction Memorandum (IM) 2018-093 (eliminating the compensatory mitigation requirement). See also EA at 4-17 (mentioning the sage-grouse land use plan amendments BLM has initiated that may eliminate protections in the 2015 plans). BLM's EA does not consider these reasonably foreseeable impacts.</p>	

113	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	BLMs NEPA analysis must consider the cumulative impact of all the recent and currently-planned oil and gas auctions in which BLM has offered hundreds of leases affecting sage grouse habitat protected under the RMPs. These sales include, but are not limited to:
		1. The first, second, and third quarter 2018 lease sales in Wyoming,
		2. The first, second, third, and fourth quarter 2018 leases sales in Montana, and
		3. Recently proposed lease sales in Utah, Colorado, and Nevada.
		These lease sales have proposed to sell hundreds of parcels and hundreds of thousands of acres in sage-grouse habitats. Yet none of these sales are considered in the EA, which violates the obligation to consider cumulative impacts.
		In addition, the cumulative impacts from the following oil and gas projects have not been considered in the EA:
		<input type="checkbox"/> Continental Divide-Creston Oil and Gas Project (8,950 new wells proposed),
		<input type="checkbox"/> Normally Pressured Lance Oil and Gas Project (3,500 new wells proposed),
		<input type="checkbox"/> Converse County Oil and Gas Project (5,000 new wells proposed),
<input type="checkbox"/> Moneta Divide Natural Gas and Oil Development Project (4,250 new wells proposed), and		
<input type="checkbox"/> Greater Crossbow Oil and Gas Project (1,500 new wells proposed).		

114	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>The EAs underestimate impacts to groundwater resources by incorrectly assuming that useable water sources will be protected.</p>	
115	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>Here, the leasing EA is not consistent with provisions of the Rocky Mountain ROD and Wyoming BLM ARMPA, which require the "prioritization" of oil and gas leasing outside of PHMAs and GHMAs.</p>	
116	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>BLM's EA fails to consider impacts to winter concentration areas, and as such is inconsistent with the Governor's executive order on Greater Sage-Grouse Core Area Protection. EO 2015-4 (2015). The EA makes no mention whatsoever of the additional "habitat protection measures" to be "considered and evaluated... in all identified winter concentration areas," nor of any consultation between BLM and WGFD regarding winter concentration areas as required by the ARMPA. As such, BLM should defer all leases in Greater sage-grouse winter concentration areas until potential adverse impacts have been adequately evaluated, consultation with WGFD occurs, and appropriate habitat protection measures are designed in collaboration with WGFD.</p>	

117	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society;</u>	<p>Thus, any action by BLM that seeks to prioritize oil and gas leasing and development as the dominant use of public lands would violate FLPMA. BLM must therefore consider a reasonable range of alternatives for this lease sale that considers and balances the multiple uses of our public lands, consistent with NEPA and FLPMA.</p>	
118	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society;</u>	<p>We ask that all lease parcels currently offered in the RSFO be deferred. New data and public input is being weighed in connection with evaluating current leasing decisions in that field office through the plan revision and until it is complete, leasing now will be disruptive to the landscapes, will apply outdated stipulations, be out of touch with current scientific information and community attitudes, and will undermine the decision space of the field office manager. While the BLM plans to defer leasing 72 parcels in the RSFO, EA at 2-1 to -2, dozens of additional parcels would remain eligible for leasing. It appears that over 150 parcels would still be offered in the RSFO. EA at Section 5.1 (Lease Sale Parcel List). This will only create problems for the RMP revision in the RSFO, and this should be avoided by deferring the sale of these parcels at this time.</p>	
119	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society;</u>	<p>The EA identifies 54 parcels (87-95, 105-113, 232-235, 245-247, 287, 288, 309, 310, 312, 313, 315-318, 320, 321, 326-331, 650, 679 and 686) as possessing Lands with Wilderness Characteristics (LWCs). EA at page 17. We identified three additional parcels that overlap BLM identified LWCs: parcels 79, 85, and 118. (Please reference table one and the BLM's LWC inventories for these areas - attached as Exhibit 2). Parcels 79 and 85 are located in the Rawlins Field Office and are within the Rock Springs BLM identified LWC unit. Parcel 118 is located in the Rawlins Field Office and the Rock Springs Field Office and is within the North Crow Creek BLM identified LWC unit. We request that the BLM update this information in the Final EA. The BLM must fully evaluate the impacts of leasing on LWCs in the EA. Simply listing the LWC units that overlap with the proposed lease parcels, as the BLM has done in the EA, does not constitute environmental impact analysis under NEPA.</p>	
120	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National</u>	<p>Additionally, there are 47 parcels that fall within the Citizens Wilderness Proposal (CWP). Please see maps 1 and 2, and the CWP that conflicts with the parcels outlined in table 2 - attached as Exhibits 3 and 4. We request that the BLM defer or delete these parcels until the BLM adequately analyzes the impacts to the Wilderness resource.</p>	

	<u>Audubon Society:</u>		
121	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	We request that the BLM also defer lease parcels 87-95, 106-113, and 118, because the VRM RMP amendments has not yet been finalized.	
122	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	Parcel 118 is also located within the Monument Valley management area and overlaps the Rawlins and the Rock Springs Field Office. The Rock Springs Field Office does not have management direction for the LWCs. The field office is undergoing a management revision process that will decide their future management.	
123	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	The LWCs inventories are new information that should be considered during this lease sale and incorporated in the next plan. We request that the BLM defer leasing in LWCs in the RSFO until completion of the RMP.	

124	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society;</u>	<p>The RFO has 29 parcels, whole or in part, containing approximately 38,893 acres, located within the Adobe Town Dispersed Recreation Use Area (DRUA) (79, 85, 86-95, 105-111, 115- 118, 124-127, 638 and 640). EA at page 18. However, the EA does not mention the impacts that leasing will have on the DRUA, nor does the EA mention the stipulation for leasing in this area. We ask that the BLM defer leasing in the DRUA until adequately analyses of this resource occurs.</p>	
125	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society;</u>	<p>In fact, BLM suggests, with no analysis or supporting documentation, that there will be no impacts from the lease sale beyond those discussed in the underlying RMPs, because many existing federal leases eventually expire. However, the underlying RMPs offer no analysis of impacts to migration corridors, because they were issued before those corridors were identified, and afford no protection to migration corridors. If the BLM intends to rely on analyses in the underlying RMPs to protect big game, it must at the very least cite and summarize the analyses it allegedly relies upon, yet the EA is silent on this issue. Furthermore, the EA skirts the issue of impacts to crucial winter range entirely, saying only that "between the Third Quarter and 4th Quarter sales, the vast majority of the mule deer corridor remains unleased and closed to oil and gas development." <i>Id.</i> at 4-22. If BLM intends to rely on RMP analyses of impacts to crucial winter range, it has not said so in the EA. Even if BLM intends to rely on underlying RMPs, those documents are considerably outdated and fail to incorporate a decade of substantial research on impacts to big game from oil and gas development, discussed in detail below.</p>	
126	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society;</u>	<p>BLM has also failed to identify effective mitigation measures. Mitigation measures must be developed in light of a thorough analysis of potential impacts. Thorough analysis of potential impacts to migration corridors and crucial winter range is particularly important because the mitigation measures historically relied upon by BLM to "protect" big game have been proven ineffective. A recent, peer reviewed, BLM-funded study of mule deer in the Pinedale area demonstrated that despite the application of on-site mitigation required by BLM, population effects to the herd were "considerable" and "not fully offset through mitigation or best management practices." The information presented in the mule deer study is not disclosed in the EA, nor is the fact that the study specifically questions the validity of NEPA documents that suggest adverse impacts to big game are temporary.</p>	

127	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>With no analysis of these new and significant scientific findings, BLM has proposed including a "Lease Notice for Big Game Migration Corridor" for parcels within the Sublette Migration Corridor. The proposed notice is wholly inadequate and cedes agency authority to manage the corridor appropriately. A lease notice does not carry the legal weight of a lease stipulation, nor does it alter the terms or conditions of the BLM's standard oil and gas lease. Moreover, the Notice is only attached to parcels that overlap the corridor by 90% or more, but the EA offers no scientific basis for this 90% figure. BLM must analyze the best science on impacts to ungulates from oil and gas leasing, rather than relying upon a non-binding lease notice predicated on outdated science. To preserve the functionality of migration corridor and avoid a double standard, BLM must withdraw the parcels within corridors from the pending lease sale, at least until science-based <i>stipulations</i> have been designed and included in lease terms.</p>	
128	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>Appropriate stipulations would give BLM leeway to prohibit operations on the lease if necessary to prevent damaging impacts to the corridor. Options include a No Surface Occupancy (NSO) stipulation or controlled surface use (CSU) stipulation that permits BLM to deny operations if site-specific environmental analysis suggests unacceptable impacts. A mere lease notice strips BLM of that authority. Science-based stipulations are particularly crucial because the standard wildlife stipulations contained in WY BLM's RMPs for oil and gas leases do not address big game migration corridors. Unless and until effective stipulations are developed, leasing within the corridor should not be permitted. Additionally, BLM's lack of attention to impacts on migration corridors and crucial winter range fails to comply with Secretarial Order 3362. Sec. Ord. No. 3362 (February 9, 2018). The Order also prioritizes close cooperation with States and emphasizes the importance of big game to local economies. <i>Id.</i> at 2. Nonetheless, BLM has failed to consider local concerns regarding big game habitat.</p>	
129	<p><u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u></p>	<p>The Migration Assessment contains detailed information about the RD2H migration corridor and current science on ungulate migrations. The BLM's failure to consider the assessment defeats its fundamental purpose: "By identifying potential risks to migrating deer, the assessment provides a roadmap for agencies, non-governmental organizations, landowners, industry, and other stakeholders to improve management and conservation efforts directed at the Red Desert to Hoback migration. Unfortunately, instead of following the "roadmap" to improve management and conservation efforts, the BLM simply plowed ahead with incomplete information and a firm reluctance to consider any option other than to lease in the RD2H corridor. Even more concerning, new data indicate that interference with</p>	

		migration corridors can have intergenerational impacts on ungulates.	
130	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	For the same reasons, BLM should also defer all leases in the Atlantic Rim corridor near Baggs, which is pending designation by WGFD. BLM's preferred alternative proposes leasing 21,758 acres in the Atlantic Rim corridor. We discussed the relevance and application of these policies to BLM's oil and gas leasing decisions in a recent letter to Wyoming BLM State Director Mary Jo Rugwell (April 13, 2018) (attached as Exhibit 6). Our letter to Director Rugwell included a <i>Statement of Reasons in Support of Deferral of Lease Parcels</i> offered in the upcoming December 2018 Wyoming BLM oil and gas lease sale. The arguments made in our April 13th letter in support of a deferral of leases within the Sublette mule deer migration corridor are directly relevant to the December 2018 lease sale, and are therefore incorporated by reference herein as if fully set forth below. For the reasons set forth above, and in the April 13th statement of reasons provided to Director Rugwell, we request that BLM defer all parcels offered at the December 2018 lease sale that overlap the Sublette (RD2H) and Atlantic Rim mule deer migration corridors and all parcels that intersect crucial winter range for big game.	
131	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	The EA briefly mentions the risk to trails and their viewsheds, stating that "development within the viewshed of contributing segments of NHTs could impact the trail setting; however, the extent of potential impacts cannot be determined absent a site-specific proposal for operations." EA at 4-18. The EA also notes that parcels are subject to Special Lease Notice No. 2, which addresses National Historic Trails. <i>Id.</i> However, for the same reasons discussed above in relation to migration corridors, a lease notice is insufficient to protect these resources. Lease notices are unenforceable and are not effective substitutes for binding stipulations based on a thorough evaluation of the best available science.	
132	<u>The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society:</u>	As part of the Rock Springs RMP revision, we ask that the BLM defer leasing parcels 668, 669, 670, 671, 672, 673, 677, 678, 679, and 680 until the plan can ensure consistent management for these important resources and establish management that will protect the integrity of the ruts and their historic settings. Importantly, leasing these parcels on these sections of the National Conservation Lands system means the BLM is not in accordance with Manual 6280—Management of National Scenic and Historic Trails. This Manual, published in 2012, directs the agency to consider alternatives in land-use plans that would consider closing areas to mineral development on the trails, or restricting surface occupancy. The existing Green River RMP and the Jack Morrow Hills CAP were published before Manual 6280. It will not be until the Rock Springs RMP revision that the agency will be able to implement Manual 6280 and consider how to restrict mineral development and protect	

		<p>the trails. The EA does not reference guidance to Manual 6280 and the existing land-use plan does not either. To ensure the BLM is making the most current decisions about how to manage the National Historic Trails corridor—as part of the National Conservation Lands—it should defer leasing parcels in this corridor in the Rock Springs Field Office. Additionally, the affected environment and impacts analysis of the EA should be updated to acknowledge the most recent agency guidance for managing the National Historic Trails and National Conservation Lands.</p>	
133	<u>Andrew Sirois</u>	<p>Please remove parcels 218, 220, 263, 304, 656, 661, 662, and 667 from this action. Due to the delicate migratory condition of mule deer, this land is imperative to successful movements across the state, and fragmenting it will cause the mule deer populations to wander through communities, roads, and highways along their migration path. Please consider removing parcels 140 and 650-652 from this action due to ongoing wilderness studies in the area, which are at risk of tainted results. This would cost the state of Wyoming hundreds of thousands of dollars and limit our ability to properly assess antelope and elk habitats which is essential for hunting regulation.</p>	
134	<u>Liz Howell</u>	<p>>Please do not offer to lease parcels # 118, 638, and 640 for oil and gas drilling. Ive camped out there in that incredible country. I cannot imagine industrial development in such an amazing wilderness landscape. The Skull Rim is a geologic phenomena and getting lost in its maze is an unforgettable experience. The BLM must continue to manage these areas for their wilderness values. The BLM is not adequately analyzing the impacts of leasing to the recreation, wilderness, wildlife, geologic values Its such a fragile ecosystem, with prehistoric fossils and rare archaeological remains.</p>	
135	<u>Ronald Dutton</u>	<p>Please remove all leases in Wyomings Red Desert from the Q4 lease sales. These lands are too important to wildlife in my state to risk disturbing them, displacing them, or distroying them. Oil and Gas leases should be kept away from these areas.</p>	
136	<u>Multiple Private Individuals</u>	<p>I am writing to urge you to delete these parcels from the pending sale of Leases. In the Big Sandy Foothills: 668-73, 677-80 - sage grouse core habitat, critical migratory corridor, elk and antelope winter range. 309, 310, 312, 313, 315-18, 320, 321, 326-31, 686 - vital bird habitat for owls, raptors, mountain plover. In the Northern Red Desert: 140, 650-652 - proximity to Wilderness Study Areas. In the Southern Red Desert: 87-95, 105-113, 118, 638, 640 - proximity to Adobe Town WSA. Mule Deer Migratory Corridor: 218, 220, 263, 304, 656, 661, 662, 667 - Critical corridor stretching from Rock Springs to Upper Hoback. Thank you for your consideration in perserving these important parcels for the survival of local wildlife, and for the future</p>	

		<p>enjoyment of undisturbed wilderness by generations of Wyomingites to come.</p>	
<p>137</p>	<p><u>Multiple Private Individuals</u></p>	<p>I have recently reviewed the Fourth Quarter Lease Sale in the areas surrounding the Skull Rim and Adobe Town Wilderness Study Areas. I am extremely disappointed that these parcels are being considered for leasing. I am writing this comment to request that you defer parcels 87-95, 106-113, 118, 638, and 640. A great deal of effort has gone into protecting the Skull Rim and Adobe Town areas. This has included work by nonprofits based in Wyoming, national non-profits, and citizens of local towns. These groups have helped the BLM identify Lands with Wilderness Characteristics in the immediate vicinity. These leases would be in those LWCs. Therefore, approval of these leases will mean not only the denuding of the land in Adobe Town, but the disregard for the effort and concern of all of those people who have worked over the years for Adobe Town. People care about Adobe Town because it is truly one of the most unique places in the world. In Wyoming it is one of the few places where absolute silence can still be found, and where one can look from horizon to horizon and not see a single sign of civilization. Adobe Town is a singularly unique place. It could easily become a National Park. Oil and natural gas are abundant in Wyoming, why destroy something unique and timeless to obtain something general and temporary? The lines between WSA and LWC are, on the ground, somewhat arbitrary. If these parcels are developed then the solitude and wildlife of Adobe town will be greatly disturbed. The sagegrouse, deer, pronghorn, and elk of Wyoming need the space Adobe Town affords.</p>	