

United States Department of the Interior Bureau of Land Management

Decision Record

DOI-BLM-WY-0000-2019-0005-EA

June 24, 2019

BLM Wyoming

2nd Quarter 2019 Competitive Oil and Gas Lease Sale

Wyoming State Office
5353 Yellowstone Dr.
Cheyenne, Wyoming 82009



DECISION RECORD
DOI-BLM-WY-0000-2019-0005-EA
BLM-Wyoming Environmental Assessment for the 2nd Quarter 2019 Competitive
Oil and Gas Lease Sale

Decision:

In preparation for the 2nd Quarter 2019 lease sale, BLM prepared one EA and FONSI for the parcels considered for lease. BLM provided opportunities for public comment on those documents, and considered protests to the lease sales. BLM has reviewed and responded to comments, and issued a decision on the protests.

As a result of this analysis, it is my decision to select the proposed action described in the EA, which is to offer and issue leases for the subject lands should they receive qualifying bids. This decision allows BLM to consider future APD approvals for the leases issued, subject to site-specific environmental review.

In an accompanying FONSI, I have determined that the proposed action analyzed in DOI-BLM-WY-0000-2019-0005-EA does not constitute a major Federal action that will adversely impact the quality of the human environment. Therefore, an environmental impact statement (EIS) is unnecessary and will not be prepared.

Authorities:

The authority for this decision is contained in 43 CFR part 3100.

Compliance and Monitoring:

No monitoring would be required as a result of this decision. As described in the EA, future monitoring may be required by the BLM, and would be considered in future documentation of National Environmental Policy Act (NEPA) compliance, and in conformance with the applicable resource management plan (RMP). Existing agreements, memorandums of understanding, and cooperation with State of Wyoming agencies related to compliance and monitoring would continue.

Terms/Conditions/Stipulations:

All parcels are subject to specific stipulations for wildlife resources, paleontological or cultural resources, Visual Resource Management (VRM), and other resources or land uses as specified in the issued lease contracts. Please refer to the Competitive Oil and Gas Lease Sale (CLS) Notice for a complete description of the stipulations and lease notices that apply to each lease.

Plan Conformance and Consistency:

Oil and gas leasing is a component of the governing RMPs. The public lands included in the challenged lease sales are located in areas open to leasing under the corresponding RMPs. Application of stipulations (constraints that modify the standard terms of the lease agreement) is directed by these RMPs. The analysis in the EA has confirmed that existing rates of oil and gas development, and any resultant GHG emissions or other surface impacts, are consistent with the underlying analysis in the EISs for the RMPs.

Pursuant to 40 CFR § 1508.28, 1502.20, and 1502.21, the EA tiers to the RMP EISs, and incorporates by reference information and analysis contained in those documents.

Alternatives Considered in the Applicable EA:

Alternative A – No Action: Under the No Action Alternative BLM Wyoming would not offer any of the parcels available for lease at the 2nd Quarter 2019 lease sale. This would mean that the Expressions of

Interest (EOIs), i.e. parcel nominations, to lease would be denied or rejected and all available lease parcels would be withdrawn from lease sale. Surface management would remain the same and ongoing oil and gas development would continue on surrounding federal, private, and state leases.

Alternative B -- Proposed Action: Of the parcels determined to be available for leasing under the referenced RMPs, BLM Wyoming would offer 160 parcels containing approximately 205,167 acres as described in the 2nd Quarter 2019 FONSI and included in the 2nd Quarter 2019 EA. The offered parcels are available for oil and gas leasing under the applicable/approved RMPs/RODs. Standard terms and conditions/stipulations would apply. Lease stipulations have been added to each of the 160 parcels analyzed in the EA and proposed for sale, as identified by referenced RMPs, as amended, to address site-specific concerns. These stipulations can be found in the 2nd Quarter 2019 Sale Notice.

Public Comments:

Formal public participation was initiated when this EA was entered into the BLM Wyoming e-Planning database on February 11, 2019 (<https://go.usa.gov/xEVpY>). A news release was issued on February 26, 2019 notifying the public that this EA was being posted on the BLM Wyoming website for a 30-calendar day public comment period.

BLM responded to all comments received; those responses were published on the same BLM e-Planning site at the start of the protest period and are attached to this decision. No changes were made to the parcels being offered as a result of the comments received.

BLM received two protests on this lease sale; those protests were dismissed or denied. Since the release of the CLS Notice for the 2nd Quarter 2019 sale, the EA and FONSI have been updated to include additional quantitative and qualitative discussion of greenhouse gas emissions and climate change.

Rationale for Decision:

The decision to approve the proposed action, as modified by my State Director discretion, is based upon the following: 1) consistency with resource management plans and land use plans; 2) national policy; 3) agency statutory requirements; 4) relevant resource issues; 5) application of measures to avoid or minimize environmental impacts; 6) meeting the purpose and need for the project.

1. This decision is in conformance with the approved RMPs/RODs, as amended.
2. BLM's policy, as derived from various laws, including the Mineral Leasing Act (MLA) of 1920, as amended (30 U.S.C. 181 *et seq.*) and the Federal Land Policy and Management Act of 1976 (FLPMA), is to make mineral resources available for disposal and to encourage development of mineral resources to meet national, regional, and local needs.
3. The decision is consistent with all Federal, state, and county authorizing actions required for implementation of the decision.
4. Standard terms and conditions as well as special stipulations would apply. Lease stipulations were added to each parcel as identified by the subject field offices to address site specific concerns.
5. The decision meets the stated purpose and need in the EA by quantifying the potential contribution of greenhouse gases resulting from the proposed action to global GHG emissions, and considered that contribution in the context of existing knowledge about potential effects from warming temperatures and changing precipitation regimes under altered climate conditions. The EA also considered the potential for cumulative impacts of the proposed action in conjunction with future development and production of greenhouse gases (direct and indirect) at the statewide, regional, national and global level, including their potential to individually or cumulatively contribute to the impacts of climate change, the rate of climate change, and the magnitude of effects from climate change. The EA also considered other reasonably foreseeable actions as part of its cumulative impact analysis.

Appeal Information:

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

If you wish to file a petition for a stay of the effectiveness of this Decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed on the attached document. Copies of the notice of appeal and petition for a stay must be submitted to the Interior Board of Land Appeals and the appropriate Office of the Solicitor (see 43 CFR §4.413) at the same time the original documents are filed with this office. Copy of the notice of appeal and petition for a stay must also be submitted to each adversely affected party named in this decision at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay:

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

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



Wyoming State Director

6/24/19

Date

BLM Wyoming
2nd Quarter 2019 Competitive Oil and Gas Lease Sale
Addendum to Environmental Assessment

The BLM's response to public comments for the 2nd Quarter 2019 Competitive Lease Sale EA explained (at page 1, footnote omitted):

Where appropriate, the BLM may modify portions of the EA(s) prior to issuing its final decision; the BLM currently intends to prepare and issue the signed FONSI/DR for this sale concurrently with the resolution of any protests to parcels included in the sale (as described in the BLM's Notice of Competitive Oil and Gas Lease Sale –June 25-26, 2019 or "Sale Notice"). The DR may contain an addendum to the EA to address any final modifications to the EA.

This addendum to the DR includes the final modifications to the EA since receipt of public comments and protests to this sale. Since the EA used preliminary parcel numbers, please refer to the parcel number cross reference provided by the WSO¹.

Specific changes made to the EA include:

1. Updated introductory material.
2. Updated BLM planning documents citations.
3. Corrected Global Warming Potential numbers for the Buffalo Field Office (changed from 21 to 28).
4. Added references for the Green River RMP for mule deer analysis.
5. Corrected acreage to be offered.
6. Removed reference to a draft planning schedule for the 2019 Greater Sage-grouse RMP amendment.
7. Provided updated analysis of direct, indirect and cumulative Greenhouse Gases and Climate Change on pages 59-69, and 85-98.

¹ https://eplanning.blm.gov/epl-front-office/projects/nepa/117392/171499/208512/192Q.Crossover_List.pdf

BLM- WYOMING RESPONSE TO PUBLIC COMMENTS
2nd QUARTER (June) 2019 COMPETITIVE OIL AND GAS LEASE SALE
ENVIRONMENTAL ASSESSMENT DOI-BLM-WY-0000-2019-0005-EA

For the 2nd Quarter 2019 sale, the BLM prepared one EA that covered all 180 parcels initially nominated. This EA was released for a 30-calendar day comment period (February 26, 2019 thru March 27, 2019).

Similar comments have been summarized and one response provided. Only substantive comments are addressed by the BLM. All comments submitted have been evaluated by the BLM and are retained in the BLM's administrative record.

To the extent that identical or similar issues were raised in any of the public comments, the BLM refers the reader to the other responses to comments.

Where appropriate, the BLM has modified portions of the EA(s) to correct administrative acreage refinement, and to acknowledge new planning decisions. BLM has provided a listing of all edits made to the EA in an attachment to the FONSI. The BLM currently intends to prepare and issue the signed FONSI/DR for this sale concurrently with the resolution of any protests to parcels included in the sale. Note: Where the BLM has decided to delete or defer parcels or portions of parcels from the 2nd Quarter 2019 sale, those parcels are not listed in the Sale Notice. The deletions and deferrals are generally described in the EA, in our responses to public comments, below, and in the FONSI/DR.

**Comments Submitted to the BLM-Wyoming State Office on the Fourth-Quarter
2018 Oil and Gas Lease Sale EA**

Submission ID	Date	Submitters
20192Q-1-475949	March 22, 2019	Tasha Sorensen, Greater Little Mountain Coalition
20192Q-1-475978	March 23, 2019	Ms. Linda Baker, Upper Green River Alliance
20192Q-1-476028	March 27, 2019	Shannon Anderson, Powder River Basin Resource Council
20192Q-1-476029	March 27, 2019	Scott Smith, Wyoming Game and Fish Department
20192Q-1-476031	March 27, 2019	Mr. John Rader, Wyoming Outdoor Council
20192Q-1-476033	March 27, 2019	Cathy Purves, Trout Unlimited
20192Q-1-476034	March 27, 2019	Rebecca Fischer, WildEarth Guardians
20192Q-1-476035	March 27, 2019	Michael Saul, Center for Biological Diversity
20192Q-1-476036	March 27, 2019	Mary Greene, National Wildlife Foundation
20192Q-1-476039	March 27, 2019	Nick Dobric, Theodore Roosevelt Conservation Partnership

No.	Comment By:	Comment (May be Excerpted/Summarized); Like comments have been grouped and one response provided	Comment Issue	Agency Response
1	Powder River Basin Resource Council	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 respond to 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. In its EA, BLM cites to IM WY-2015-054, "Fluid Minerals Operations - Mitigation and Setbacks from Occupied Structures." The IM is no longer available on the BLM website and is most likely expired. As such, BLM cannot lawfully rely on the IM for its treatment of setback distances. BLM cannot default to the minimum requirements of state law to trump the requirements of the federal leasing program and Lease Notice No. 1. Please clarify the setback and mitigation requirements for federal wells and production facilities that will be developed on these lease parcels. Since BLM relies upon its ¼ mile setback for its FONSI, if the setback distance is lowered, please explain how a FONSI is still justified. We ask that you protect the people of the Powder River Basin through strict application of the ¼ mile setback – unless waived by the homeowner.	1/4 mile setback; WY IM	BLM relies on issued policy until it replaced or revised. Regardless of the status of this WY Instruction Memorandum, Lease Notice number 1 remains in place as national guidance. Until there is a site-specific proposal, BLM is unable to further analyze specific impacts which may necessitate the identification of additional mitigation. Regulation at 43 CFR 3101: Reasonable measures allows BLM to move or delay operations by at least 200 meters; with site-specific analysis this distance can be increased to further minimize the potential for significant impacts as long as the decision does not infringe upon lease rights granted. All leases are issued compliant with all Federal laws, regulations and rules. As well, all drilling proposals also require a permit from the State of Wyoming, Wyoming Oil and Gas Commission, which has its own rules regarding setback distances which Operators must also comply with.
2	Powder River Basin Resource Council	BLM's NEPA analysis is also deficient because it does not accurately describe what air mitigation measures are required through DEQ permitting. 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. NEPA requires consideration of a range of reasonable alternatives and mitigation measures. Consideration of mitigation measures is especially important in an EA as mitigation is required in order for BLM to have a defensible FONSI.	Air mitigation/DEQ	Consistent with legal precedent, e.g. Wyoming Outdoor Council , et al., 176 IBLA 15, 27, it is appropriate for the BLM to assume that there will be no significant impacts where operations are subject to the Air Quality permitting requirements of the State of Wyoming, as delegated by the Environmental Protection Agency. As such, the commenters request is unnecessary. At the time a drilling proposal, or other lease occupancy request is submitted, BLM will conduct additional review and identify the need for site-specific mitigation. All of the RMPs to which this EA tiers to, include Air Resource Management Plans that identify additional best management practices which could be utilized at the time an emission generating action is submitted for review and approval by the BLM.
3	Center for Biological Diversity	The EA defers site-specific environmental analysis to the Application for Permit to Drill (APD) stage. EA at 9. However, BLM Wyoming has a track record of not preparing EAs for all wells at the APD stage. Even when BLM Wyoming does prepare an EA, it often does not have a public comment period, making it a paper exercise rather than a meaningful part of agency decision making, and thus contrary to NEPA and its implementing regulations. Given BLM Wyoming's past history and current practice of typically not allowing the public to comment on EAs prepared for APDs, how will BLM ensure that it offers public comment on any future EAs or EISs prepared for APDs associated with leases from this sale and that the public is timely notified of those comment periods?	APD comment periods	All APDs are posted for the public's knowledge on BLM's webpages (https://reports.blm.gov/report/AFMSS/7/30-Day-Federal-Public-Posting) and at the local field office as required by the Federal Onshore Oil and Gas Leasing Reform Act, Onshore Order No. 1, Section III and 43 CFR 3162.3-1(h). As a result, the public can provide comment at that time, or request additional information. Members of the public can review any APD under consideration by the BLM at the field office with jurisdiction; any member of the public can also request that the local field office provide a comment period for the environmental document. The BLM's NEPA handbook (Section 8.2, pg 76) specifies that the type of public involvement is at the discretion of the decision-maker. If the Authorized Officer decides that additional public comment is desirable, that decision will be made at the time a proposal for lease occupancy is received, or in response to a request from an interested member of the public. If an EIS is prepared, public comment will be allowed consistent with CEQ guidance. This is consistent with the decision in <i>Theodore Roosevelt Conservation P'ship v. Salazar</i> , 605 F. Supp. 2d 263 (D.D.C. 2009)

4	Powder River Basin Resource Council	Several of the parcels are located in the Crazy Woman Creek and Powder River drainages in the BFO. Please disclose any impacts related to drawdown and/or discharge anticipated from development of these parcels.	BFO, Water; Crazy Woman Creek and Powder River Drainages	Impacts from groundwater use and the handling of produced water through discharge from development of the full RFD are addressed in the BFO RMP; however, the current RFD for federal wells in the BFO does not forecast any new Federal CBNG wells. include surface water discharge because the RFD does not foresee any future CoalBed Natural Gas Development but production from these wells in ongoing, but at very low levels. As such, this is not a reasonably foreseeable future action.
5	WildEarth Guardians	The validity of the Buffalo RMP and FEIS have been called in question by a recent legal ruling, the BLM's proposal to lease 34 parcels within the Buffalo Field Office without a valid, underlying RMP or FEIS or supplemental EIS addressing the deficiencies identified by this ruling violates FLPMA and NEPA. Although BLM has initiated scoping for the supplemental NEPA analysis for the Buffalo RMP, a final decision has not yet been issued. Yet, BLM is still planning to lease approximately 34 parcels within the Buffalo Field Office at the June 2019 lease sale without having completed a full NEPA analysis in compliance with Judge Morris' decision.	BFO; GWP	BLM has included in the EA, updated 100-yr GWP GHG emissions levels for oil and gas development in the BFO and provided a comparison to 20-year GWP levels; please see pg 36 of the EA. This is compliant with the District of Montana's order and is sufficient for this lease sale EA.
6	Powder River Basin Resource Council	BLM recently proposed an Interstate 90 Corridor Proposed Comprehensive Travel and Transportation Management Plan, DOI-BLM-WY-P070-2018-0027-EA. The plan was very controversial, especially among landowners in Northeast Wyoming, but it was premised on the fact that oil and gas development would be leaving the area. Now, BLM plans to lease in this same area. Please explain the relationship with this leasing and how the leasing will affect the comprehensive travel and transportation management plan proposed by the BFO.	BFO; Travel and Transportation management plan	Development and implementation of a Travel and Transportation plan is not a connected action to the lease parcels being considered under the Proposed Action in this EA. As well, analysis of such would not fit the purpose and need for this project. The lands that have been nominated for this sale are in conformance with the RMP and are designated as available for lease. Additional transportation planning will occur at the APD stage, if a proposal is submitted, and the parcel is sold and a lease issued.
7	Linda Baker	According to the Wyoming Game and Fish Dept. and the University of Wyoming, "Hunters, anglers and wildlife watchers in Wyoming contributed more than \$1 billion to Wyoming's economy during 2017." (Wyoming Game and Fish Department, 2019) These statistics are newer and collected closer to home than the DOI data cited in the EA that claims Wyoming only earned \$173 million from recreation. The areas where 2019 Q2 O&G leases are proposed are some of the most attractive land in the Wind River foothills and Upper Green River Basin deserts, with endless opportunities to observe and enjoy our incredible populations of deer, elk, pronghorn, sage grouse, and moose. Wildlife-based recreation is a massive economic engine and renewable resource for the State of Wyoming that continues to grow and is resistant to the booms and busts that are hallmarks of oil and gas leasing and development. We request that BLM permanently withdraw oil and gas leases listed above that are located in our recreational and wildlife "paradise", and will potentially prevent the State of Wyoming from attracting billions of dollars of wildlife-based income over the long term.	Big game \$\$\$	Thank you for your comment. As discussed in the EA, the reference to \$173 million is from activities on <i>BLM administered land</i> , and does not include income from recreation statewide. BLM's socioeconomic analysis in the EA is tiered to the underlying RMPs which further addressed beneficial and adverse impacts to and from recreation. A reference to those analyses are cited in the EA at page 71 .
8	Linda Baker	By citing irrelevant FEIS information, BLM has failed to take a NEPA-required "hard-look", and failed to analyze the projected impacts from the 2019 Q2 Lease Sale and projected development on protested parcels containing big game crucial winter range in the Rock Springs planning area.	Big Game CWR; rs RMP	While the commenter appears to disagree that the Green River FEIS is inadequate, the comment has not provided information specifying how impacts to big game are expected to be different than what has already been analyzed. As discussed in the EA (at 74), [t]he Green River RMP FEIS (at 462) impact analysis indicates that "the capability of habitat to meet herd unit objective levels would likely be significantly affected" in

				the Sublette HU. Development of parcels in combination with other existing and/or future development could contribute to these significant impacts.
9	National Wildlife Federation	The EA fails to sufficiently analyze impacts of oil and gas leasing on big game populations such as mule deer, elk and pronghorn. The environmental cumulative impact analysis is woefully inadequate and violates NEPA's "hard look" mandate which is intended to prevent uninformed agency action. To that end, EAs must consider environmental impacts of the proposed action and alternatives. Here, BLM has ignored potential impacts to big game despite widespread public concern and readily available data on impacts to game. One hundred and twenty seven of the proposed parcels lie within mule deer habitat units (HUs). The mule deer populations in all these HUs, except for one, are below population objectives, some by as much as 38% and 51.2%. Six parcels lie within mule deer crucial winter range. EA 41. Additionally, 32 proposed parcels contain Pronghorn antelope crucial winter range. Finally, 23 parcels whole or in part, intersect Elk crucial winter range and two parcels contain Elk parturition habitat. While NWF appreciates that none of the parcels lie within migration corridors, recent lease sales, in the first quarter of 2019, and throughout 2018 contained a number of parcels within migration corridors. This lease sale must be viewed in the context of the recent increase in leasing that has occurred throughout Wyoming. NWF encourages BLM to defer these leases until it sufficiently analyzes the long term impacts of oil and gas development on big game populations.	Big game impacts	Please see response to comments 35 and 38.
10	Linda Baker	"...in accordance with Sec 4 b. (2) of the Wyoming Action Plan, the Bureau of Land Management should incorporate into the EA the WGFD definition of crucial winter range as "the determining factor in a population's ability to maintain itself." (Wyoming Game and Fish Department, 1990, p. 1) This will help guide a more effective management strategy."	Big Game, CWR	The document that is referred to by the commenter indicates it was Revised July 1990, however, the document also contains references to research that was published between 2007 and 2012. Therefore, it is difficult to identify the exact year of revision. However, regarding the definition referenced, the document actually states: "Crucial range can describe any particular seasonal range or habitat component (often winter or winter/yearlong range in Wyoming) but describes that component which has been documented as the determining factor in a population's ability to maintain itself at a certain level (theoretically at or above the WGFD population objective) over the long term." This definition indicates that "crucial range can describe ANY..." and uses "(often winter or winter/yearlong...)" as examples. The WGFD is a cooperating agency on all major EIS' prepared in Wyoming per our Memorandum of Understanding, and provided input on this EA.
11	Linda Baker	"The EA provides "Specific information regarding habitats used by big game species found in these planning areas." (Bureau of Land Management Wyoming State Office, 2019, p. 39) Yet the GR RMP FEIS is not included in the list of EIS' that provides specific information on habitats used by pronghorn, mule deer, or moose.	big game; RS RMP	Reference numbers for the Green River (GR) Resource Management Plan (RMP) Final Environmental Impact Statement (FEIS) were inadvertently omitted in the original EA posted for public comment. Those references have been added to the EA.
12	National Audubon Society et al.	Under FLPMA, BLM is required to manage the public lands on the basis of multiple use and sustained yield. 43 U.S.C. § 1732(a). The mere fact an RMP makes lands available for leasing does not mean that actually leasing the lands meets BLM's' multiple use obligations. Given BLM's acknowledged discretion to engage in leasing, or not leasing, under the Mineral	FLPMA; Multiple use	BLM disagrees with the commenter that each and every undertaking by the BLM must consider FLPMA. As cited in <i>Theodore Roosevelt Conservation P'ship v. Salazar</i> , 605 F. Supp. 2d 263 (D.D.C. 2009): " 'FLPMA establishes a dual regime of inventory and planning' to effectuate its broad management goals). Furthermore, these guidelines are used in developing broad land use plans, not in developing more specific RODs. 43 U.S.C. § 1732(a). As the Interior Board of Land Appeals held,

		Leasing Act, it is clear the leasing stage, as much as the planning stage, is when multiple use decisions should be made. Since land use plan decisions only set a basic framework for land management, and do not make project-specific decisions, it is clear the leasing stage is when decisions should be made about whether issuing a lease parcel would meet BLM's multiple use responsibilities, and this must be reflected in the NEPA analysis at the leasing stage, which has not occurred here. 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. About 50 percent of currently approved federal oil and gas leases are not producing energy. Yet this push by industry, which is being accommodated by BLM, locks up our public lands and prevents them from being managed for multiple use. If BLM listened to the public, it would scale back this massive leasing rush so that multiple use values could be more fully recognized and accommodated...		'[m]ultiple use is generally considered in the context of BLM's land-use planning'; therefore, '[alternate uses] need not be considered anew each time BLM decides to lease the land or grant leave to undertake an activity.' <i>S. Utah Wilderness Alliance Utah Chapter, Sierra Club</i> , 122 IBLA 165, 172 (Interior Bd. of Land App. Feb. 7, 1992). Thus, TRCP's argument that the ROD is inconsistent with FLPMA is misplaced. <i>Id.</i> While land use plans are governed by FLPMA's broad principles, each individual project and parcel of land need not, and cannot, reflect all FLPMA's purposes. See <i>Rocky Mountain Oil and Gas Ass'n v. Watt</i> , 696 F.2d 734, 738 (10th Cir. 1982) (noting FLPMA requires BLM to "recognize competing values" and that all values cannot be effectuated on a particular piece of land)." BLM has balanced oil and gas development with other resource values through the imposition of stipulations found in Attachment 5.1.
13	Powder River Basin Resource Council	Under the Proposed Action analyzed in the EA, the BLM would offer for sale 160 parcels that contain approximately 205,855 acres of federal minerals. 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. 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.	FONSI	The identification of stipulations allow the BLM to control the occupancy and use of the leased estate. They also allow the BLM to deny an Application without having to show significant impacts. The utility of these stipulations were fully addressed in the EIS' prepared for the approved RMPs. Until there is an actual proposal, BLM cannot predict whether future significant impacts will occur; such an assessment needs information regarding the specific location and technical details of the project, and also must know what the current conditions are at that place and time in order to assess the context and intensity of the action and any resultant impacts. To do so at this stage would be speculative, and is not required by NEPA.
14	Coalition of Local Governments	The Wyoming Bureau of Land Management (BLM) is proposing to offer 160 parcels comprised of approximately 205,855 acres of federal minerals throughout the cowboy state in the BLM's 2nd Quarter Oil and Gas Lease Sale. The Coalition applauds the BLM deferring the 2019 2nd Quarter Leases nominated in the GLMA, "of the parcels that are available for lease, 18 parcels were nominated in the GLM area comprising approximately 19,472 acres. Under the proposed action, all of the parcels are deferred from sale pending completion of the RS RMP revision."	General comment	Thank you for your comment; no response required.
	Greater Little Mountain Coalition	By deferring these lease sales in the GLMA until the completion of the RS RMP, the GLMC encourages the BLM to seize the opportunity to develop an upfront plan for oil and gas leasing in these critical areas that will properly balance the economic, conservation and social concerns presented by the unprecedented oil and gas development in Wyoming. We are very concerned about the statement in the EA, "Deferring 18 parcels within the Greater Little Mountain area will not result in any impacts in the short-term because they could be renominated and offered at future sales. Deferring parcels within the large blocks of contiguous BLM mineral estate will cause a temporary loss of revenue but will maintain the relevant resource values in their current state until	General comment	

	such time the Rock Springs RMP revision can be completed." The Coalition urges the BLM to include strong resource protections in the signed Record of Decision for the Greater Little Mountain Area.		
Sweetwater County Board of County Commissioners	Sweetwater County greatly appreciates your deferral of the 2019 second quarter proposed oil and gas lease sales within the Greater Little Mountain Area (GLMA). This deferral will help ensure that the high recreation values placed on the GLMA be the residents of Sweetwater County and the State of Wyoming are properly considered in the RMP review process.	General comment	
Theodor Roosevelt Conservation Partnership	We support the proposed action to defer parcels 89, 91, and 92 that are located within the Platte Valley mule deer migration corridor. And we support the deferral of parcel 180 located within the Red Desert to Hoback (Sublette) mule deer migration corridor. We appreciate the inclusion of the ungulate migration science and policy cited in the EA.	General comment	
Theodor Roosevelt Conservation Partnership	We also support the proposed action to defer the eighteen parcels proposed in the Greater Little Mountain Area. Please see the Greater Little Mountain Coalition's comments for more information.	General comment	
Theodor Roosevelt Conservation Partnership	We support the BLM for instituting Greater sage-grouse stipulations as laid out in the March 2019 Wyoming Greater Sage Grouse Approved Resource Management Plan Amendment and Record of Decisions. While proper planning is crucial on the front-end, we also ask that the on-the-ground implementation and monitoring of stipulations and density disturbance caps are thorough. This can be done by ensuring necessary funding and a robust monitoring protocol are in place throughout the life of a lease, through development and reclamation.	General comment	
Linda Baker	Secretarial Order Number 3362 directs the Bureau of Land Management to "Review and use the best available science to inform development of specific guidelines for the Department's lands and waters related to planning and developing energy ... to avoid or minimize potential negative impacts on wildlife." (US Department of the Interior, 2018, p. 3) BLM fails to "review and use the best available science... to avoid or minimize potential negative impacts on wildlife", and fails to take a "hard-look" required by NEPA.	General comment	
Linda Baker	"BLM should adapt to today's conditions when new, scientific evidence indicates that current management strategies are outdated, unreliable, or ineffective. BLM confirms, "Actions that are not producing desired results will be modified or replaced based on the assessment of the new data." (USD I Bureau of Land Management Pinedale Field Office, 2008, pp. A11-1) The new, WGFD data in Table 1 does indicate that actions are not producing desired results.	General comment	

	WildEarth Guardians	When a lease constitutes an irretrievable commitment of resources and impacts at the lease sale stage are reasonably foreseeable, an agency is required to analyze the site-specific impacts of a lease before its issuance. BLM admits that leasing is an irretrievable commitment of resources and fails to impose full NSO stipulations for any of the parcels. BLM also admits that the leases are in areas that have seen extensive development. Thus, BLM is required by law to conduct a site-specific analysis of the impacts from the issuance of its leases. As recognized by numerous courts, the lease sale is the point of no return for the BLM. Thus, unless the BLM includes a NSO stipulation for the entire parcel, the agency is required to conduct a site-specific analysis. Finally, the need to do a full NEPA at the lease sale stage is further supported by the fact that the BLM has frequently approves APDs without additional NEPA analysis.	General comment	
	WildEarth Guardians	Climate science is ever evolving and extremely relevant to BLM's work. Without accounting for recent reports, BLM is approving actions in the dark, without the full picture of climate change before it contrary to the requirements of NEPA.	General comment	
	WildEarth Guardians	BLM has broad discretion and remove the parcels from nomination. The agency's chosen path of opening this vast swath of Wyoming up to oil and gas development would threaten our climate, clean air, clean water, wildlife, and communities. Quite simply, developing this area for oil and gas represents an unnecessary and avoidable risk that would threaten Wyoming's other important multiple use resources. Nowhere does the Mineral Leasing Act ("MLA") mandate that any particular lands be offered for lease. Rather, the Act states generally that "[a]ll lands subject to disposition under this chapter which are known or believed to contain oil or gas deposits may be leased by the Secretary." 30 U.S.C. § 226(a). Based on this expansive authority and discretion, as well as the reasons outlined above, we request that BLM reconsider its decision to lease the June 2019 parcels.	General comment	
15	Wyoming Game and Fish Department	This lease parcel 180 has three parts. Two of those parts lie 100% within the Designated Sublette Mule Deer Migration Corridor. The middle part lies 100% in the corridor and contains mule deer and moose crucial winter range. We recommended deferral of this portion on the parcel. Sale parcel 180 south also overlaps 100% with the Designated Sublette Mule Deer Migration Corridor, and is nearly entirely within vital mule deer stopover habitat. We recommended deferral of this portion of the parcel.	General comment; WGFD deferrals	Thank you for your comment. The BLM has adopted all of the WGFD's recommendations as part of the Proposed Action analyzed in the EA.
	Wyoming Game and Fish Department	Parcel 89 consists of three parts; two located north of Interstate 80 and one located south of the Interstate. The northwest part in Section 32 coincides with several critical wildlife habitats. This part lies 79% in the Designated Platte Valley Mule Deer Migration Corridor and includes 55% vital stopover habitat. We recommended the northwest part of parcel 89 be deferred.	General comment; WGFD deferrals	

	Wyoming Game and Fish Department	Parcel 91 is made up of three parts. Two of the parts are bisected by Interstate 80, with the remaining part located south of the Interstate. The western part that overlaps with the Interstate is 99% coincident with Designated Platte Valley Mule Deer Migration Corridor and includes 21% vital mule deer stopover habitat. We recommended deferral of this portion of the parcel. The portion of Parcel 91 that lies south of the Interstate overlaps 69% with the Designated Platte Valley Mule Deer Migration Corridor and includes 30% vital mule deer stopover habitat. We recommended deferral of this portion of the parcel.	General comment; WGFD deferrals	
	Wyoming Game and Fish Department	Parcel 92 includes two parts. The western part is 78% in the Designated Platte Valley Mule Deer Migration Corridor and includes 78% vital mule deer stopover habitat. We recommended deferral of this portion of the parcel.	General comment; WGFD deferrals	
	Wyoming Game and Fish Department	The Department supports the deferral of the lease parcels that overlap the Greater Little Mountain Complex. The Department supports the May 2018 request from the Office of Governor Matt Mead to defer lease parcel sales in the Greater Little Mountain area until the Rock Springs Resource Management Plan is amended.	General comment; WGFD deferrals	
16	Linda Baker	In this EA, BLM asserts that, "Based on an evaluation of statewide groundwater availability, and the total projected number of wells to be drilled/completed on BLM lands, adequate water supplies are available and would not result in significant impacts on a regional basis even during drought conditions." (Bureau of Land Management Wyoming State Office, 2019, p. 62). BLM claims that, "Exploration, development, and production of traditional oil and gas resources typically do not significantly deplete ground water on a regular basis." The EA continues, "Long-term direct and indirect impacts to the watershed and hydrology could continue for the life of surface disturbance and operations, but would decrease once reclamation of well pads, access roads, pipelines, and other appurtenant facilities has taken place." Each of these statements in the EA is incorrect, based on the most current information available. BLM provides no studies, references, or data to verify these assertions, nor has BLM accurately assessed in any applicable EIS or this EA the projected amount of water that would be produced with each well drilled, the projected amount that would be injected into each well, and amount that would be disposed of. On the Pinedale Anticline alone, "produced" water production has increase exponentially.	Groundwater supplies	The commenter is mis-construing the statement as it is specific to the amount of water being withdrawn/used for the hydraulic fracturing completion process. We refer the commenter to the Hydraulic Fracturing White Paper found in Attachment 5.6 to the EA which has disclosed available water supplies in the state based on the Water Development Plans. Total water use was calculated assuming that every Federal well in Wyoming would use the maximum of 3 million barrels of water during the completion process. As the commenter notes, this is a very conservative number. All beneficial water used in the State of Wyoming must be appropriate by the SEO who is the regulatory agency. The commenter does not provide any information contrary to what has been supplied in the White Paper.
	Linda Baker	The WSEO confirms that, "The science of groundwater/surface water interactions recognizes that in the near-surface geologic environment, surface water and groundwater are often interconnected. Groundwater can and does feed streams, and its overuse can deplete streamflow." (Wyoming State Engineer's Office, 2016, p. 68) In this EA, BLM has failed to analyze the serious downstream consequences of demonstrated groundwater depletions from overuse with projected drilling and extraction of gas and produced water on the lese parcels offered in this sale.	Groundwater supplies	

17	National Wildlife Federation	Additionally, DOI recently eliminated the compensatory mitigation requirement (IM 2018-093), which was key to the Fish and Wildlife Services decision not to list the sage-grouse as endangered. Therefore, for the analysis of impacts to be accurate, this EA must examine the direct, indirect and cumulative effects in the context of the 2018 ARMPA and IM 2018-093.	GSG, Compensatory mitigation; ARMPA	The analysis being requested was part of the EIS prepared for the 2019 Greater Sage Grouse Land Use Plan Amendment which was approved on March 19, 2019. The EA has been updated to acknowledge this new decision, and tier to the ROD.
18	Center for Biological Diversity	The EA further fails completely to acknowledge or disclose the Wyoming BLM's ongoing pattern of large-scale leasing of greater sage-grouse habitat, including priority habitat management areas, since and in contravention of the adoption of the Wyoming sage-grouse RMP amendments. In order both to disclose the effects of the proposed action and to comply with the revised RMPs, BLM must disclose the cumulative extent and effects of these leasing practices.	GSG, cumulative impacts, leasing	Making lands available for lease does not authorize discrete surface-disturbing actions and BLM has provided a reasonable justification as to why it cannot provide more specific information regarding the future development of these leases. . However, the RMP FEIS' recognized that surface disturbance is a reasonably foreseeable result of making lands available for competitive leasing. BLM has provided a reasonable justification as to why it cannot provide more specific information regarding the future development of these leases. That being said, the EISs' that were already prepared authorized development at 1 per 640 acres with no more than 5% surface disturbance within a DDCT analysis area. As such, the potential impacts from those level of development has already been prepared. If a proposed project cannot comply, or meet, these restrictions at the time development may be proposed, in accordance with the stipulated Controlled Surface Use, it will be denied. BLM does not need to repeat this analysis in this EA. BLM has already prepared a comprehensive range wide NEPA analysis; see 2015 GSG LUP EIS', 2019 GSG LUP EIS and ROD; Buffalo RMP ROD, Lander RMP, ROD, and the Bighorn Basin RMP EIS and resultant RODs for Cody and Worland Field Offices. A major component of these EISs' was the range wide assessment of GSG and the past, present and future actions that could have a potential effect to Greater Sage-Grouse and their habitats. These EIS' also assumed that leasing and development would proceed, where those lands were made available for oil and gas, in accordance with the projected RFD, and in compliance with the stipulations and other management actions made part of BLM's decision. For information specific to the number of leases that BLM has actually offered over time, we refer the commenter to publically available data at BLM's webpage here: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/oil-and-gas-statistics . While it is true the BLM has offered more leases in 2018 than it did in 2015, BLM was in the middle of a planning process and was complying with policy found e in Wyoming IM 2010-013 Oil and Gas Leasing Screen for Greater Sage-grouse. Overtime, leasing is substantially less than it was in 2011 and only 14% of what was offered in 1984. As such, the commenter appears to be overstating the "dramatic increase" in leasing activity in Wyoming. The commenter has not raised a specific impact that BLM has not considered or shown how the offering of these leases is not in conformance with the subject decisions.
	National Wildlife Federation	NEPA also requires BLM to evaluate the cumulative impacts of this lease sale "resulting from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions." 40 C.F.R. § 1508.27(b)(7). BLM's 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 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.	GSG, cumulative impacts, leasing	
	Center for Biological Diversity	The lease sale EA illegally and improperly rejects an alternative of deferring all parcels located in greater sage-grouse habitats, EA at 16, and does not even consider an alternative of leasing something less than all proposed sage-grouse habitats. As a result, BLM's proposed action consists disproportionately leasing within sage-grouse habitats, with 46% of the proposed parcels in Priority Habitat Management Areas. EA at 65. Moreover, the EA is completely lacking in any quantification of the acreage affected, or analysis of the particular breeding populations that will be affected. No does it consider the cumulative effects of multiple other recent, ongoing, and proposed large-scale grouse habitat leasing and development.	GSG, cumulative impacts, leasing	
19	National Wildlife Federation	BLM must analyze and disclose the cumulative impacts of this wave of leasing and oil and gas projects on the Greater sage-grouse and its habitat. Numerous authorities have recognized the importance of addressing sage-grouse conservation on a comprehensive range-wide basis, and accounting for connectivity between state and regional populations and habitats, habitat fragmentation, and other impacts. Under NEPA, BLM cannot lease hundreds of parcels covering many thousands of acres in Montana, Wyoming and other	GSG, cumulative impacts, regional	BLM has already prepared a comprehensive range wide NEPA analysis; see 2015 GSG LUP EIS', 2019 GSG LUP EIS and ROD; Buffalo RMP ROD, Lander RMP, ROD, and the Bighorn Basin RMP EIS and resultant RODs for Cody and Worland Field Offices. A major component of these EISs' was the range wide assessment of GSG and the past, present and future actions that could have a potential effect to Greater Sage-Grouse and their habitats. These EIS' also assumed that leasing and development would proceed, where those lands were made available for oil and gas, in accordance with the projected RFD, and in compliance with the stipulations and other

		states without considering the cumulative and trans-boundary impacts to the greater sage-grouse and other resources.		management actions made part of BLM's decision. The commenter has not raised a specific impact that BLM has not considered or shown how the offering of these leases is not in conformance with the subject decisions. For information specific to the number of leases that BLM has actually offered over time, we refer the commenter to publically available data at BLM's webpage here: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/oil-and-gas-statistics . While it is true the BLM has offered more leases in 2018 than it did in 2015, BLM was in the middle of a planning process and was complying with policy found in Wyoming IM 2010-013 Oil and Gas Leasing Screen for Greater Sage-grouse. Overtime, leasing is substantially less than it was in 2011 and only 14% of what was offered in 1984. As such, the commenter appears to be overstating the "dramatic increase" in leasing activity in Wyoming.
	National Audubon Society et al.	BLM must analyze and disclose the cumulative impacts of this wave of leasing and oil and gas projects on the Greater sage-grouse and its habitat. BLM and numerous authorities, have recognized the importance of addressing sage-grouse conservation on a comprehensive range-wide basis, and accounting for connectivity between state and regional populations and habitats, habitat fragmentation, and other impacts. Under NEPA, BLM cannot lease hundreds of parcels covering many thousands of acres in Montana, Wyoming and other states without considering the cumulative and trans-boundary impacts to the greater sage-grouse and other resources. It also cannot ignore the cumulative impacts of 23,000 new oil and gas wells that are proposed to be drilled in Wyoming. The cumulative impacts from issuing these leases and permitting these wells may result in significant impacts to the environment. It is not plausible for BLM to assert that leasing 227,826.2 acres, in addition to BLM's numerous other recent and planned large lease sales, will not have any significant impact. Thousands of new oil and gas wells will also have significant impacts. Properly analyzing those impacts will require a full environmental impact statement (EIS), not just an EA. Issuing a finding of no significant impact (FONSI) for this lease sale would be arbitrary and capricious and violate NEPA.	GSG, cumulative impacts; regional and EIS'	
20	National Wildlife Federation	In addition, the cumulative impacts from the following oil and gas projects have not been considered in the EA: Continental Divide-Creston Oil and Gas Project, Normally Pressured Lance Oil and Gas Project, Converse County Oil and Gas Project, Moneta Divide Natural Gas and Oil Development Project, Greater Crossbow Oil and Gas Project. These massive projects – which together will involve drilling over 23,000 new oil and gas wells and constructing thousands of miles of new roads and pipelines in Wyoming, will have significant impacts on sage-grouse and sage-grouse habitats.	GSG, cumulative impacts; EIS	BLM has already prepared a comprehensive range wide NEPA analysis; see 2015 GSG LUP EIS', 2019 GSG LUP EIS and ROD; Buffalo RMP EIS and ROD, Lander RMP EIS and ROD, and the Bighorn Basin RMP EIS and resultant RODs for Cody and Worland Field Offices. A major component of these EIS's was the range wide assessment of GSG and the past, present and future actions (including those listed by the commenter) that could have a potential effect to Greater Sage-Grouse and their habitats. These EIS' also assumed that leasing and development would proceed, where those lands were made available for oil and gas, in accordance with the projected RFD, and in compliance with the stipulations and other management actions made part of BLM's decision. The commenter has not raised a specific impact that BLM has not considered or shown how the offering of these leases is not in conformance with the subject decisions.
	National Audubon Society et al.	BLM has not adequately considered the cumulative impacts of leasing on the affected environment, because it has failed to consider the impacts of several large projects in Wyoming and lease sales in neighboring states that would cumulatively impact wildlife habitat in Wyoming. Lease sales in Nevada, Utah, Colorado, and Montana have proposed to sell hundreds of parcels and hundreds of thousands of acres in sage-grouse habitats, and all of them except for the sales in Nevada are in states that border Wyoming. Yet none of these sales are considered in the EA, which violates the obligation to consider cumulative impacts.	cumulative impacts; regional; wildlife	

	National Audubon Society et al.	This EA acknowledges two major projects in Wyoming, the Moneta Divide and Converse County projects, which are undergoing an EIS analysis, and assures the public that "cumulative impacts to resources are being evaluated within these documents." The fact that these projects will produce NEPA documents does not excuse BLM from its statutory duty to analyze cumulative impacts in <i>this</i> lease sale. These two projects alone would approve 9,250 new wells that would contribute to cumulative impacts, particularly to sagebrush obligate species as much of those project areas overlaps sagebrush habitat. Further, the EA entirely fails to consider other massive projects in the state including the Normally Pressured Lance Project (proposing 3,500 new wells), the Continental Divide-Creston Oil and Gas Project (proposing 8,950 new wells), and the Greater Crossbow Oil and Gas Project (proposing 1,500 new wells). These massive projects – which together will involve drilling over 23,000 new oil and gas wells and constructing thousands of miles of new roads and pipelines in Wyoming, will have significant impacts on sage-grouse and sage-grouse habitats. These projects need to be considered as part of a cumulative impacts analysis.	cumulative impacts; WY EIS; Sagebrush obligates	
21	Center for Biological Diversity	The body of the EA, moreover, does evaluate potential impacts on particular subpopulations, map affected populations nor assess existing levels of disturbance within those populations. Without this information, it is impossible for either BLM or the public to understand whether new leasing can meet the disturbance and density objectives of the Wyoming RMPs' sage-grouse amendments.	GSG, existing levels of disturbance	A determination as to whether any particular future project will or can meet the defined density and disturbance limitations is a factual conclusion that can only be at the time a project is proposed as it will be dependent upon the current on-the-ground conditions at that time. BLM has provided information in the EA as to the locations of the parcels in respect to the GSG habitats, the number of leks that intersect those parcels and the status of Wyoming's populations as reported by the WGFD 2017 Job Completion Reports.
	Center for Biological Diversity	The EA must further discuss whether any of the parcels include PHMA that exceed the ARMPA's density disturbance threshold. If BLM is unwilling to remove all greater sage-grouse habitat from this lease sale, it should at least determine which parcels and portions of parcels exceed the density disturbance threshold and remove them from this sale.	GSG, existing levels of disturbance	
	Powder River Basin Resource Council	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 contained in the sage-grouse RMPs 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.	GSG, existing levels of disturbance	

22	National Audubon Society et al.	<p>In a recent case challenging BLM's failure to evaluate impacts of greenhouse gas emissions across nine oil and gas lease sale EAs, the court applied the longstanding rule from the <i>Peterson</i> and <i>Conner</i> cases to hold that BLM's FONSI's for those sales were inadequate, because the agency failed to consider the lease sales' reasonably foreseeable impacts. <i>WildEarth Guardians et al. v. Zinke</i> (2019) Case No.: 16-1724 (RC) (D.C. Mar. 19, 2019) at 50. Yet here, BLM attempts to justify its lack of analysis at the lease sale stage using the exact same arguments. As in the above case, BLM's EA describes leasing as an "administrative action, which, in and of itself, does not cause or directly result in any surface disturbance," and tells the public that "BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if it is leased, whether or not the lease would be explored or developed." As <i>WildEarth Guardians</i> makes clear, this lack of certainty does not absolve BLM of its NEPA responsibilities. Here, as in the above case, the EA and EISs to which it tiers contain raw data that would allow BLM to project the scope and pace of development and its impacts. Similarly, although the exact scope of development is uncertain, BLM could have expressed forecasted impacts as ranges and explained the uncertainty. Instead, BLM chose to ignore its responsibility to analyze reasonably foreseeable impacts, electing instead to potentially make an irrevocable commitment of resources by leasing parcels without NSO stipulations in some of the world's best sage grouse habitat before informing the public of the potential environmental repercussions. BLM's NEPA analysis in this EA is therefore inadequate, just as it was in <i>WildEarth Guardians</i>. BLM should avoid a similar result here by sufficiently analyzing impacts before it makes an irrevocable commitment of public resources, as NEPA requires.</p>	GSG, project well development rates	Please see response to comment 51
23	National Audubon Society et al.	<p>BLM has not taken the required "hard look" at potential environmental impacts, as required by NEPA. Under NEPA, BLM must evaluate the "reasonably foreseeable" site-specific impacts of oil and gas leasing prior to making an "irretrievable commitment of resources." Here, BLM is in fact proposing to make an "irretrievable commitment of resources" by offering leases without reserving the right to prevent future development; the site-specific impacts are "reasonably foreseeable" and should be analyzed in this EA... BLM's abandonment of its authority to require compensatory mitigation is a radical change to one of the cornerstones of the 2015 Sage-grouse Plans and the agreements with the states that will significantly alter the cumulative impacts of leasing in sage grouse habitat. BLM must account for this policy change and its impacts as it evaluates impacts from the June lease sale. As reiterated by the U.S. Court of Appeals for the Tenth Circuit, where the BLM makes significant changes to the approach it is taking, and those changes "may produce wildly different impacts," even those impacts are of a similar type, then "NEPA does not permit an agency to remain oblivious to differing environmental impacts, or hide them from the public." Yet BLM's EA fails to consider these significant new circumstances,</p>	GSG; ARMPA	Please see comment response 51 as it relates to site-specific analysis. The analysis being requested was part of the EIS prepared for the 2019 Greater Sage Grouse Land Use Plan Amendment which was approved on March 19, 2019. The EA has been updated to acknowledge this new decision, and tier to the NEPA documentation prepared.

		instead focusing its cumulative impacts analysis for sage-grouse on the success of the Core Area Strategy, which the agency has just undermined through its radical reinterpretation of policy in IMs and the 2019 revisions.		
	National Audubon Society et al.	“Until the RMPs are amended,” the agency explains “the BLM will continue to ensure its implementation decisions (including this lease sale) conform to the approved RMP.” Here, BLM intends to apply the 2015 ARMPA <i>until</i> the 2019 revisions are improved. But, as the 2019 revisions were approved during the public comment period for this lease sale, the public is left with an impacts analysis based on the 2015 protections, protections which have since been stripped away by the 2019 revisions - before the lease sale goes into effect. BLM cannot rely on a suite of protections designed to mitigate the very environmental impacts it is analyzing, then remove those protections without considering how those adverse impacts may change. The dramatic shifts in federal sage-grouse policy from BLM’s 2018 IM and the 2019 RMP revisions seriously jeopardize the Wyoming’s Core Area Protection Strategy’s ability to effectively conserve the bird and its most vital habitat. BLM’s failure to analyze the potentially severe impacts of these changes cannot satisfy NEPA’s hard look mandate.	GSG; ARMPA	
	National Wildlife Federation	NEPA requires that BLM analyze and disclose all reasonably foreseeable impacts from development before it issues the leases. 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. However, many of these conservation measures were changed or abandoned in recently published updated sage-grouse management plans for Wyoming.	GSG; ARMPA	
24	Center for Biological Diversity	The proposed lease sale is particularly damaging to the future viability of greater sage-grouse because it would allow for new leasing of sage-grouse habitat both without site-specific analysis of impacts, and without complying with the revised Wyoming RMPs’ mandate to prioritize leasing outside of both priority and general habitat. Amended Management Objective #14 in the 2019 Wyoming Sage-Grouse Amendments Record of Decision states: “Where the BLM has a backlog of Expressions of Interest for leasing, the BLM will prioritize its work first in non-habitat management areas, followed by lower priority habitat management areas (e.g., GHMA) and then higher priority habitat management areas (i.e., PHMA).” BLM IM 2018-034 (Updating Oil and Gas Leasing Reform – Land Use Planning and Lease Parcel Reviews) states that the timeframe for lease sale parcel reviews is to be “no longer than 6 months” including	GSG; backlog of EOIs	The NFLSS is a new system that BLM is still implementing and Wyoming has not fully transitioned its leasing process to date. As BLM Wyoming more fully integrates its lease sale process into the NFLSS system, we may be able to confirm the information supplied by the commenter. That being said, from the information submitted, we are unable to recreate the results and cannot comment specifically. According to our information as of March 2019, approximately 57 EOIs were pending and have since been incorporated into the 3rd Quarter 2019 lease sale parcel list.

		<p>"adjudicating and creating the preliminary parcel list from all timely received EOs and the other lands identified for leasing consideration in the NFLSS[.]" Currently, the publicly visible portion of BLM's National Fluids Lease Sale System (NFLSS) database shows more than 3670 oil and gas Expressions of Interest for Wyoming lease sale parcels awaiting processing. More than 1,000 Expressions of Interest were submitted prior to September 2018, and therefore are more than six months old. Thus, BLM Wyoming currently has a backlog of Expressions of Interest for leasing.</p>		
25	Center for Biological Diversity	<p>This EA relies on a chart that BLM Wyoming has used in several lease sales. It alleges reductions in leases held by production in PHMA, dated April 2018, that ends at some point in 2017. This chart is substantially misleading, because it fails to acknowledge the dramatic increase in leasing in Wyoming from 2017 through 2019. See EA at 36 ("As of February 2019, 1,622,545.3 acres of PHMA are leased, a slight increase from April 2018.") The administration has actually been increasing oil and gas leasing in sage-grouse habitat, despite the existing commitments in the 2015 sage-grouse plans to prioritize leasing and drilling outside habitat.</p>	GSG; cumulative impacts, leasing	<p>As it relates to arguments regarding whether or not the BLM should take into account leasing actions in other states, there is no NEPA regulation or case law that BLM is aware of that requires this level of analysis and BLM maintains that these types of concerns were addressed in the underlying GSG Amendments that occurred through the range of sage grouse and resulted in the Rocky Mountain and Great Basin RODs, and in the USFWS finding that listing was not warranted. See specifically page 4-499 of the ARMPA FEIS (2015): "The cumulative effects analysis study area extends beyond the planning area boundary and consists of WAFWA sage-grouse Management Zones (MZ) 1, II and VIII¹." As the WSO has stated in previous protest decisions, and response to comments: 1) those lease sales are underlain by their own specific RMPs; 2) it would be improper for BLM-WY to make assumptions regarding the reasonable foreseeability of those actions; and 3) those actions are not connected actions under NEPA. BLM has properly determined that the cumulative impacts analysis that the commenter is requesting has already been done and BLM does not need to repeat that analysis here. [1] MZ1 spans four states: Wyoming, Montana, North Dakota and South Dakota, and continues into Canada (USFWS 2013)." (Id at 4-499); MZ II contains Wyoming, Montana, Idaho Utah and Colorado, and MZ VII contains Utah, Colorado, and small portions of Arizona and New Mexico (USFWS 2013) Id at 4-502. [2] E.g. WY 20182Q Protest Decision at 25-26. For information specific to the number of leases that BLM has actually offered over time, we refer the commenter to publically available data at BLM's webpage here: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/oil-and-gas-statistics. While it is true the BLM has offered more leases in 2018 than it did in 2015, BLM was in the middle of a planning process and was complying with policy found e in Wyoming IM 2010-013 <u>Oil and Gas Leasing Screen for Greater Sage-grouse</u>. Overtime, leasing is substantially less than it was in 2011 and only 14% of what was offered in 1984. As such, the commenter appears to be overstating the "dramatic increase" in leasing activity in Wyoming.</p>
26	National Audubon Society et al.	<p>BLM has not considered the best available science on noise impacts, so that the agency regularly improperly records baseline noise levels, artificially inflating the noise thresholds for operations in core sage grouse habitat in violation of the Core Area Protection Strategy. BLM has not developed protocols for measurement of ambient background noise in sage grouse habitat, despite demands from conservation organizations and industry alike. Clear measurement protocols are necessary in order to comply with Wyoming's Sage Grouse Executive Order and Core Area Strategy, which provide that noise levels, either individual or cumulative, should not exceed 10 decibels (as measured by L50) above baseline noise at the perimeter of a lek from 6:00pm to 8:00am during the breeding season (March 1 to May 15).</p>	GSG; noise	<p>In developing the GSG 2019 Proposed RMP Amendment/Final EIS (GSG LUP), the BLM specifically partnered with USGS to review the best available information and incorporate the management implications of that information into this EIS. The report from USGS is available here and referenced throughout the EIS. The BLM places great import on the best available information, including new scientific studies and government reports that indicate a potential change in our assumptions or conditions related to a land use planning effort. The BLM has to balance reviewing new information with determining what information is relevant to a decision in light of the BLM's purpose and need. Many commenters highlighted information and studies to the BLM to consider, and the BLM has reviewed each source submitted. Further, the BLM asked the USGS to participate in the review, and to verify if information was included in the USGS synthesis report that was developed for the Draft EIS. The State of Wyoming and the WGFD were cooperating agencies on</p>

	National Audubon Society et al.	BLM must develop and apply a standard protocol for establishing background noise levels and for monitoring. Wyoming noise restrictions cannot be effectively implemented absent reliable background noise levels, tested using protocols based on the best available science. We suggest a statewide presumption of ambient noise levels at 16 dBA based on the best available science, and ensuring that noise levels do not exceed 26 dBA during lekking hours, which is a 10 dBA increase over background noise as mandated by Wyoming's Core Area Protection Strategy.	GSG; noise	development of the 2019 GSG LUP Amendment. As such, we believe the issue of noise has been adequately addressed in the 2019 GSG FEIS and ROD.
27	Center for Biological Diversity	Gibson <i>et al.</i> (2018) studied the effects of power lines on greater sage-grouse in central Nevada from 2003 to 2013. ⁴² This 10-year study found that many greater sage-grouse behaviors and sage-grouse demographic rates "were affected by power lines, and that these negative effects were predominantly explained by temporal variation in the relative abundance of common ravens." Moreover, Gibson et al. states that removal of ravens or use of perch deterrents on power lines has not been consistently demonstrated to solve the problem, and instead recommended reducing "the number of elevated structures placed within 10 km of critical greater sage-grouse habitat."	GSG; powerlines	While BLM has reviewed the cited report, the 2015 GSG LUP and associated FEIS analyzed the impacts from powerlines to GSG. Since the installation of powerlines for well facilities can only be assessed at the APD stage, this issue is not ripe for further consideration and is not reasonably foreseeable at the lease sale stage.
28	National Audubon Society et al.	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. The prioritization mandate applies even when lands are designated as open for leasing under the applicable RMP. Thus, the fact that these lands are open to leasing does not excuse compliance with the prioritization requirement, as BLM asserts in the EA. BLM's now-replaced IM 2016-143 also put in place many provisions to guide prioritization of leasing outside of sage-grouse habitats. While IM 2016-143 has been replaced with IM 2018-026, which states, "[i]n effect, the BLM does not need to lease and develop outside of GRSG habitat management areas before considering any leasing and development within GRSG habitat," this mere IM cannot supersede the statutory obligation for BLM to manage public lands "in accordance with the [applicable] land use plans" According to the EA, there are currently approximately 1.62 million acres of federal leases in PHMA. BLM boasts a 74 percent reduction in the acreage under lease in PHMAs between when implementation of the core area strategy began in 2008 and April of 2018. Yet now BLM is proposing to lease an additional 153,829.2 acres in PHMA. In addition, pursuant to the lease sale proposals for the first, second, and third quarter 2018 lease sales in Wyoming, and the first quarter 2019 sale this March, BLM proposed to offer an additional 398 parcels in PHMA, representing about an additional 492,865 acres in PHMA. Coupled with the acreage that BLM deferred from the fourth quarter 2018 lease sale due to the decision in the Idaho court case, since offered at a special February 2019 lease sale, where 365,902 acres (on 302 parcels) were offered in PHMA, this would bring the total increase in PHMA leasing up by 858,797 acres since April.	GSG; prioritization	BLM recognized in the EA that there has been a recent increase in lease sales in Wyoming within PHMA units (EA at 35). While the commenter continues to disagree with how BLM is interpreting prioritization. The most recent 2019 decision adopts the policy interpretation of Washington Office Instruction Memorandum 2018-026. Prior to the recent 2019 GSG LUP Amendment decision, the 2015 Rocky Mountain ROD, at pg 1-40, specifically directed the BLM to prepare Instruction Memoranda (IM) to guide how the BLM would implement specific provisions of the ROD: "Instructional Memoranda- Additional instruction and management direction will be necessary to implement certain land allocation decisions and management direction included in the ARMPAs and ARMPs. For example, additional guidance will be provided to clarify how the BLM will implement the objective of prioritizing future oil and gas leasing and development outside of GRSG habitat. IMs and related guidance will be completed by the BLM Washington Office. The BLM shall complete IMs for the following management direction and intends to complete these IMs within 90 days of the RODs: oil and gas leasing and development prioritization and livestock grazing." These Instruction Memoranda included both Washington Office IM 2016-143 and then Washington Office IM 2018-026. While IM's do not rise to the level of statute or regulation, in this specific case the Authorized Officer (AO) decided that issuing an IM to guide interpretation of the prioritization is appropriate and made it part of his 2015 ARMPA ROD decision. The commenter has not shown how the BLM has not complied with the provisions of the ARMPA ROD, as interpreted by policy. Both WO IM 2016-143 and WO IM 2018-026 were issued as a result of the ROD ; neither the Rocky Mountain ROD nor the subject IMs directed the BLM to defer any parcels in PHMA or GHMA, nor do they obligate the BLM to even consider deferring parcels in PHMA or GHMA. The commenter does not specifically articulate how the BLM's action is not in conformance with the subject RMPs other than repeating to disagree with BLM's action of leasing parcels of land that have been nominated, and that are specifically available for oil and gas development within the subject field offices according to the RMP decisions (and stipulations).

		That represents about a 65% increase in leasing in PHMA in the past year alone. Clearly this level of leasing in PHMAs is not meeting the prioritization requirement, or the conservation objectives of the 2015 sage-grouse plans.		
29	Center for Biological Diversity	BLM's NEPA analysis for this lease sale should also consider the implications of Harju <i>et al.</i> 's 2018 study of raven predation on greater sage-grouse in eastern Sweetwater County, Wyoming. When sage-grouse nests fail, predation is overwhelmingly the reason, and ravens account for 47 to 59% of sage-grouse nest predations. 71% of the active raven nests found by the researchers were located on oil-gas condensate tanks, and only 2% of the active raven nests occurred on natural features such as cliffs, shrubs, or trees. Oil and gas infrastructure is thus clearly a type of anthropogenic subsidy of ravens, increasing active raven nests beyond what would naturally exist. How will this impact greater sage-grouse throughout the sage-grouse habitat that BLM proposes to lease in this sale?	GSG; raven predation	While BLM has reviewed the cited report, the 2015 GSG LUP and associated FEIS analyzed the impacts from ravens and predators. This culminated in the creation of Appendix F which includes a set of required design features that could be used relative to sage grouse predators. These would be in addition to any stipulations and the specific of the lease proposal, at the time one is submitted. As such, the installation of tanks, or the necessity for the installation of tanks, and their potential to serve as nesting or perch sites, will be assessed at the APD stage.
30	Powder River Basin Resource Council	Second, even if BLM could lawfully defer the analysis, most permit level decisions are void of any NEPA analysis because they are subject to categorical exclusions or determinations of NEPA adequacy. There has still yet to be a completed EIS for any new horizontal oil permitting in the Powder River Basin. BLM must conduct the NEPA analysis here, and cannot rely upon a yet-to-be determined review that will most likely never occur.	horizontal drilling BFO	The EIS prepared for the BFO RMP considered the use of horizontal drilling activity within their RMP EIS; specifically, their RFD was updated during the draft EIS process to account for the use of horizontal drilling activity. (RMP DEIS at 695: "The RFD was updated in 2012 to reflect the increased interest in horizontal drilling."). Multiple references to horizontal wells within the Draft EIS can easily be located (e.g. pages 577, 726, 1369, 1380).
31	WildEarth Guardians	BLM proffers to lease 4 parcels in the Newcastle Field Office area in the June 2019 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 June 2019 EA does not correct this deficiency, BLM cannot lease these parcels. Courts have held that when BLM's lease sale proposes parcels for fracking, the agency must analyze fracking either in the broader RMP or the EA. Here, BLM has not analyzed the environmental impacts of this new extraction technology or provided even a general comparison of environmental impacts associated with conventional drilling vs. horizontal drilling/multi-stage fracturing. 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 EA for the June 2019 lease sale meet these requirements. The main information on fracking in the EA is a Hydraulic Fracturing White Paper in section 5.6. While the Conservation Groups appreciate the fact that the White Paper includes information on the process of fracking as well as a discussion of some of the impacts that will result from the use of multi-stage fracking and horizontal drilling, the white paper is not enough to satisfy BLM's obligation under NEPA because the BLM fails to	Hydraulic Fracturing; NFO RMP inadequate	BLM has supported the analysis within the NFO RMP EIS with the information contained in the White Paper found in Attachment 5.10 to the EA. The information in this White Paper was incorporated by reference into the EA as well. Use of such an approach is compliant with NEPA. As well, emissions from completion operations, are included within the air emission inventories prepared for each RMP EIS, including the EIS which supports the 2015 GSG LUP Amendment which is still a valid analysis since the 2019 GSG LUP ROD did not amend any of the constraints or decision associated with oil and gas to the extent that the overall oil and gas well RFD under that plan would change. As discussed further in the FONSI, until there is a specific application that provides more detailed information regarding the proposed development of the Federal mineral estate, more precise analysis is not feasible. Such an approach (use of a White Paper) was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i> , No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place."

		analyze the site-specific impacts of fracking for the lease parcels. Instead the agency punts on this issue and notes that "[e]missions associated with a project and HF if proposed will be analyzed through a site specific NEPA document to ensure the operation will not cause a violation of the Clean Air Act." The areas proposed for leasing are heavily developed, therefore there is no doubt that BLM could estimate emissions from fracking for the sale based on current drilling in the area. BLM calculates water use for fracking on a statewide level but nothing in the white paper discloses impacts from the proposed action at hand—issuance of leases for 160 parcels across the state. BLM's lack of analysis on the impacts from fracking not only violates NEPA but also violates FLPMA. 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.		
32	National Audubon Society et al.	The EA has not adequately addressed Lands with Wilderness Characteristics, in violation of NEPA and FLPMA. Parcels 124 and 170 overlap the eastern portion of Citizen Identified Lands with Wilderness Characteristics Unit WY 040-2011-089. This LWC unit was submitted to the BLM office in the fall of 2014. These parcels will destroy wilderness quality lands and also occur in an area that has an ongoing plan amendment. Due to the irreparable harm that leasing would have on this area, we request that the BLM defer leasing in this LWC unit until the completion of the RMP revision in the RSFO.	LWC	From Appendix C_RSFO_192Q justification, RSFO states the following: WY-192Q-124, Inventory Number WY040-2011-132, The area was evaluated in 2011, failed Size. The area was re-inventoried in 2016 and failed solitude. From 192Q_Appendix C_HDD has the following answers for parcel WY-192Q-170: More than 5000 of roadless land (YES), Imprint of man's work substantially unnoticeable (YES), Outstanding opportunity for solitude or primitive recreation (YES), Contains natural features of scientific, educational, scenic , or historical value (YES), In Citizen Proposed Wilderness Area (No). If YES but dropped during RMP process, state why). As BLM has repeatedly explained, nothing in BLM policy, or regulation, requires that BLM not manage them in accordance with existing RMP decisions (see 4th Quarter 2018, Supplemental February 2019 Protest Decision, February 22, 2019, at 9).
33	National Audubon Society et al.	The MLA is structured to facilitate actual production of federal minerals, and thus its faithful application should focus on areas with known potential for development while discouraging speculative leasing of low potential lands. BLM's June 2019 lease sale would violate this core principle in three ways: (1) the sale continues a long-extant trend of leasing lands with little or no potential for productive mineral development; (2) as a result, the sale encourages speculative, noncompetitive leasing, which creates administrative waste, not oil; and (3) it would destroy important option value by hamstringing decisional flexibility in future management.	MLA; no potential for development	BLM competitive oil and gas leases are administered under the Federal Onshore Oil and Gas Leasing Reform Act of 1987 (Reform Act), which amended the original Mineral Leasing Act of 1920. "The Reform Act significantly changed the way BLM leases onshore federal lands for oil and gas development. Previously, only lands that BLM had determined to have known oil and gas potential were leased competitively using sealed bidding to determine bonuses to be paid. Most leases were issued noncompetitively, with payment of a filing fee but no bonuses, BLM is now required to offer competitively at oral auction all federal lands available for leasing. Lands not sold at auction are available for noncompetitive leasing." (GAO, Report to Congress 1989 at 2). Offering the subject lands irrespective of their proven potential is compliant with Federal Law.
34	National Audubon Society et al.	This lease sale does not offer any parcels in designated mule deer migration corridors, but offers six parcels in mule deer crucial winter range. We applaud BLM's decision not to offer leases in mule deer corridors this quarter, but question BLM's conclusion that despite extensive leasing in both mule deer migration corridors and crucial winter range in the agency's recent past lease sales, there will be no cumulative impacts to mule deer. We have commented in depth on BLM's failure to incorporate the best available science in our comments and protests of these previous lease sales, and in our December 3, 2018, letter to Wyoming BLM State Director. The failure of these previous EAs to analyze impacts using the	Mule deer and CWR, cumulative impacts;	In the EA, BLM said there would be no significant cumulative impacts from the offering of the 6 parcels located in mule deer crucial winter range (EA at 75).

		best available science renders the cumulative impacts analysis of this EA implausible.		
35	National Audubon Society et al.	In the instant EA, BLM incorporates some of the science that commenters have been submitting to the agency for at least four previous lease sales, yet the agency still insists that "no significant cumulative impacts are expected...CWR is not expected to result in new impacts beyond those identified in the base RMPs." Those RMPs were released when mule deer science was nascent, and the best available science now indicates that impacts would be far greater than those anticipated in the RMPs. Petitioners have pointed out in their letters to the agency and in their comments on BLM's leasing EAs that oil and gas leasing and development in these crucial habitats could have significant, potentially devastating impacts to Wyoming's mule deer herds. The agency continues to offer oil and gas leases in crucial habitats without properly disclosing the cumulative impacts, without analyzing the effectiveness of mitigation, and without including adequate stipulations on leases that would permit BLM to deny operations if impacts to mule deer were deemed unacceptable.	Mule deer and CWR, cumulative impacts; effectiveness of mitigation;	With the exception of the Sublette Mule Deer herd units most recent population objective estimates, and the Greybull River herd, the vast majority of these herd units are below WGFD population objectives as shown in Table 1 of the EA. Table 1, and as discussed in the EA) these below objective herds have been in their current status for many years, including at the time BLM RMPs were revised, or amended. As such, there is no new information, and the impacts disclosed in the underlying EISs' prepared for the RMPs is still relevant. While the commenter continues to disagree with BLM's assessment, they do not assert how impacts would vary significantly from what BLM has already disclosed in the record. The commenters are further reminded that the WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands. BLM has recognized that the TLS is in support of the big game populations when they may be in their most vulnerable state during harsh winter conditions. As BLM has responded prior, at the site-specific stage, BLM can identify other mitigation and with sufficient justification, control the maintenance and production actions of any future wells occurring in CWR. BLM has adequately disclosed in the record the existing status of leases in CWR, and the amount of new leases that has been offered in subsequent sales since April, 2018. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand and until a project is submitted for approval, identifying potential mitigation in the record is adequate. The commenter provides no new information that BLM has not considered in its analysis.
	National Audubon Society et al.	Not only are BLM's proposed mitigation measures insufficient, the existing protections for mule deer are deeply flawed. The existing stipulation for crucial winter range, a Timing Limitation Stipulation (TLS), is based on WGFD's admittedly outdated Recommendations for Development of Oil and Gas Resources within Crucial and Important Habitat" (2010). Responding to a decade of new science, WGFD now recognizes that the TLS recommended in 2010 to protect crucial winter range are not effective to protect that vital designated habitat. Yet, because BLM has not analyzed their own proposed mitigation measures and considered their ability to maintain corridor functionality based on the available evidence, the agency has not reassessed its approach to mitigation. BLM must develop its mitigation measures further, supporting its contention that they will protect crucial winter range with analytical data. Additionally, thus far no stipulation whatsoever exists for leases in corridors, and no master development plan has been proposed, all of which will cumulatively impact the health of our herds. To ensure corridor functionality, BLM should develop a statewide RMP amendment with strong stipulations for mule deer corridors and crucial winter range, based on the best available science.	Mule deer and CWR, stipulations; needs RMP amendment;	
36	Center for Biological Diversity	Despite the deferral of three parcels at the request of WGFD, EA at 15, and the addition of a lease sale notice that simply reiterates existing BLM regulations, the vast majority of the proposed parcels will have adverse effects on mule deer and pronghorn seasonal and migration habitats.	mule deer and pronghorn habitat use, migration corridors	Thank you for your comment; no response required.
37	Center for Biological Diversity	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	mule deer and pronghorn habitat use, migration corridors	Thank you for your comment; please see our response to comments 35, 38, 45, and 46. We also refer the commenter to our response to #57 as it relates to BLM incorporating information from the Wyoming Basin Rapid Ecological Assessment.

		indirect effects of energy development, and the compounding effects of climate change.		
38	Center for Biological Diversity	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. The EA generally acknowledges that significant impacts to deer and pronghorn will occur... It fails, however, to provide any detailed qualitative or quantitative assessment of how these particular leases will affect particular mule deer or pronghorn populations, their migration routes, or their use of seasonal habitats, despite the EA's own admission that "new information suggests that the level of avoidance for Mule Deer is greater than what is was analyzed."	mule deer and pronghorn habitat use, migration corridors	BLM has disclosed in the record that existing analysis in the EIS' prepared for BLM's RMPs predicted significant efforts to big game populations and has acknowledged that leasing the subject parcels could contribute to those significant effects. BLM cannot speculate on whether a parcel will actually be leased or developed, or to what extent, but we did acknowledge that in areas experiencing high intensity drilling activity, coupled with relief from timing restrictions, those populations have experienced additional declines and that the level of avoidance in the Pinedale Anticline specifically is greater than what was analyzed in the Pinedale Supplemental EIS. However, BLM has shown through the analysis in the EA that the parcels proposed in this lease sale are in areas currently experiencing low levels of development, if at all, and have not been granted relief from timing restrictions. The analysis in the EA is adequate and this comment provides no new information that BLM hasn't already considered.
	Center for Biological Diversity	Map 2 shows the Upper Green River Basin (UGRB) with fossil gas fields and proposed 2019 Q2 leases across the basin and throughout pronghorn crucial winter range. Pronghorn CWR is impacted within the Pinedale Anticline gas field, the La Barge gas field, the Jonah Field, and the Normally Pressured Lance field. These habitats that are the "determining factor in a population's ability to maintain itself" are increasingly fragmented and degraded, and the EA must take a hard look at the connection between crucial winter range impacts from UGRB gas fields, potential gas field leasing and development, and the Sublette herd's 60% decline over the last decade. To comply with the SO 3362, the Wyoming Action Plan, and the approved 2008 Pinedale RMP; and to recognize WGFD's JCRs, we request that the BLM withdraw from the 2019 Q2 lease sale the above-listed oil and gas leases within and adjacent to pronghorn crucial winter range to prevent both direct and indirect impacts.	Mule deer and pronghorn habitat use, migration corridors	
39	Center for Biological Diversity	Although we commend BLM on the decision to defer portions of parcels within mapped areas of the Platte Valley Mule Deer Migration Corridor, BLM can and should consider an alternative that defers leasing of all lands within potential mule deer or pronghorn migration corridors, based on the best currently-available information, even if final mapping has not been completed to permit formal designation of those corridors.	mule deer and pronghorn habitat use, migration corridors	Please see comment response 45 and 46. BLM does not have specific locational information regarding the location of corridors that may currently under review. BLM coordinated with the WGFD during preparation of this EA; they requested deferral of portions of 4 parcels located within designated corridors and BLM has honored that request. Deferral of portions of 4 parcels within migration corridors are part of the lease sale EA's Proposed Action. Please see response to comment 35 and 38.
40	National Audubon Society et al.	BLM assures the public that "[b]est management practices will be considered and where required by stipulation, a mitigation plan will be developed to ensure RMP objectives are achieved" and that "[m]aster development plans will be considered as appropriate." These assurances are inadequate. Mitigation measures must be developed to a reasonable degree and supported by evidence. Here, BLM has merely listed potential measures with no analysis of their potential efficacy and no supporting evidence.	mule deer, Mitigation measures;	Please see response to comments 45 and 46.

41	Powder River Basin Resource Council	<p>The Powder River Basin specifically, and Wyoming more generally, has an orphan well problem. Unfortunately, the BLM has not been a helpful partner to the state in plugging and reclaiming idle and orphan wells. Please disclose how many idle and orphan wells are currently present within the designated lease parcels and at a cumulative level in nearby areas. Please explain how additional leasing in areas with idle and orphan wells will protect the interests of BLM, the state, and citizens in the area.</p>	Orphan wells/Idle wells	<p>The total number of of idle or orphan wells is not an issue for analysis in this EA; BLM has however discussed potential issues surrounding unplugged wellbores in the EA (at 61-62) and has included a Special Lease Notice on parcel 081 alerting the potential buyer of its presence. Idle wells are defined in policy as a well that has not produced for at least 7 years, but still has beneficial use. A well may go idle simply because it is not economical to produce at today's prices. While Federal regulation does not require an Operator to request permission from the BLM prior to shutting-in production on a Federal well, BLM does have policy requiring that all Idle wells be reviewed by the BLM at least once every seven years to confirm that they still have beneficial use. BLM may also require testing to ensure that he wells maintain wellbore integrity. These wells are also part of BLM Wyoming's inspection and enforcement program. While not germane to the analysis in the EA, the BLM has a cooperative agreement with the State of Wyoming, Oil and Gas Conservation Commission, to cooperatively address Federal orphan wells. There are a total of 78 Federal orphan wells in Wyoming; we are actively working to plug and reclaim these wells.</p>
42	Center for Biological Diversity	<p>As the EA acknowledges, "On April 30, 2012, the EPA formally recognized Wyoming's [Upper Green River Basin] as an ozone nonattainment area with a marginal classification. As a result of the nonattainment designation, the BLM must comply with General Conformity regulations in 40 CFR 93 Subpart B and Chapter 8, Section 3 of the Wyoming Air Quality Standards and Regulations (WAQSR)." BLM, however, unlawfully argues that it is not required to comply with the Clean Air Act's General Conformity requirement at the leasing stage... The BLM's contention is incorrect, and it must conduct its General Conformity analysis prior to leasing. The requirement to undertake a conformity analysis stems from a provision in the Clean Air Act which states that, "No department, agency, or instrumentality of the Federal Government shall engage in, support in any way or provide financial assistance for, license or permit, or approve, any activity" that does not conform to an approved state air quality implementation plan ("SIP"). 42 U.S.C. § 7506(c)(1). In a moderate ozone nonattainment area, the BLM must make a general conformity determination for any activity that has direct and indirect emissions of VOCs or NOx that equal or exceed 100 tons/year. See 40 C.F.R. § 93.153(b)(1). Though the act of leasing the proposed parcels will not result in direction emissions, a general conformity determination is also required if indirect emissions would exceed 100 tons per year of target pollutants. 40 CFR § 93.153(b)(1). To this end, the agency must provide an accurate emissions inventory to the public and the decision-maker at the very least, and anticipate a conformity determination requirement. The proposed leasing cannot proceed until this occurs.</p>	Ozone; Conformity; UGRB	<p>See EA at pages 3-9 through 3-10, including: "[i]n accordance with the Federal and State Conformity regulations, the General Conformity requirement does not apply to actions where the emissions are not reasonably foreseeable such as lease sales..." The action alternatives contemplated in the EA are exempted from the requirement for a conformity analysis under 40 CFR 93.153(c) (3). The well-specific emissions from any potential future lease development operations are uncertain since the following aspects of potential development are not reasonably foreseeable at the lease sale stage: 1) the timing and overall pace of development for any particular parcel; 2) the type and amount of equipment that might be proposed for both mobile (e.g., a Tier II or Tier IV rig) and stationary sources, (e.g., flare or vapor recovery units); 3) how proposed wells will be developed (e.g. will they be hydraulically fractured or not, will they be vertical or horizontal wellbores); and 4) the mineral resources a well might target (oil vs. gas proportions and production rates). These factors will affect the estimates in ways that makes a conformity analysis impractical and speculative at the leasing stage. Conformity regulations at 40 CFR 93.153(c)(2) do not require a conformity analysis for: "[t]ransfers of ownership, interests, and titles in land, facilities, and real and personal properties, regardless of the form or method of the transfer," such as when the BLM conveys rights to develop Federal minerals under an oil and gas lease. In addition, a regulatory exemption provides that conformity determinations are not required for actions that will be subject to specific permitting requirements under other provisions of the Clean Air Act. A significant portion of anticipated emissions from oil and gas development on leased parcels are associated with storage tanks and other equipment that likely will be authorized by the State of Wyoming under their administration of Clean Air Act programs. A Federal oil and gas lessee is subject to the terms of lease, which is conditioned upon compliance with applicable Federal laws. Subsequent development proposals by the lessee or their operator(s) must comply with the law, including the Clean Air Act. The BLM has determined that this lease sale complies with the requirements of 40 CFR 93.153</p>

WildEarth Guardians	<p>The Clean Air Act requires the Environmental Protection Agency (“EPA”) to set National Ambient Air Quality Standards (“NAAQS”) to protect public health and welfare. After EPA designates NAAQS, states are required to develop State Implementation Plans (“SIPs”) to implement, maintain, and enforce the NAAQS. Federal agency actions must comply with SIPs. Specifically, “[n]o department, agency, or instrumentality of the Federal Government shall engage in, support in any way or provide financial assistance for, license or permit, or approve, any activity” that does not conform to an approved state SIP. EPA has designated the Upper Green River Basin Area of Wyoming as in marginal nonattainment with the 2008 ozone NAAQS. Thus, BLM, a federal agency, is prohibited from undertaking any activity this area that does not conform to Wyoming’s SIP. To determine whether a formal conformity analysis is needed, BLM must first conduct an “applicability analysis” by calculating whether the proposed activity has direct and indirect emissions of ozone precursors: volatile organic compounds (“VOCs”) or nitrogen oxides (“NOx”) that equal or exceed 100 tons/year. Although BLM describes the conformity requirements imposed by the Clean Air Act, the agency fails to actually conduct an applicability analysis or conformity analysis as required by 40 C.F.R. § 93.153(b). Yet, there is no doubt that such an analysis is required. Twenty-seven parcels in the lease sale are located within Wyoming’s nonattainment area for the 2008 ozone NAAQS. And, based on the heavily-developed nature of the Pinedale area, leasing is clearly a cause of future, reasonably foreseeable emissions. As a result, BLM’s failure to conduct a conformity analysis violates the Clean Air Act. The D.C. District Court recently reaffirmed this conclusion, holding “[T]he leasing stage is the point of no return with respect to emissions. Thus, in issuing the leases BLM ‘made an irrevocable commitment to allow some’ GHG emissions.” These mandates coupled with the language of the conformity regulations requiring an analysis before “approv[al] of any activity which does not conform to an applicable [state] implementation plan,” makes it clear that BLM is required to conduct a conformity analysis now, at the lease sale stage.</p>	Ozone; Conformity; UGRB	concerning ozone. Finally, we refer the WEG to <i>WildEarth Guardians v. United States BLM</i> , 2018 U.S. Dist. LEXIS 67869, 2018 WL 1905145 (April 23, 2018).
WildEarth Guardians	<p>BLM’s failure to conduct an applicability analysis to determine conformity with the Clean Air Act also violates the plain language of FLPMA. The Pinedale RMP does not address the air quality issues presented by the Upper Green River Basin nonattainment area or otherwise conduct a conformity analysis. And, based on the date of the Rock Springs RMP (approved as the Green River RMP in 1997) there is no way it addresses the 2008 standards either. BLM is required to revise underlying RMPs if “monitoring and evaluation findings, new data, new or revised policy and changes in circumstances affect[] the entire plan or major portions of the plan[.]” Accordingly, BLM is required to revise its underlying RMPs-EISs to comply with the Clean Air Act.</p>	Ozone; Conformity; UGRB	

43	Powder River Basin Resource Council	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.	ozone; current air quality conditions campbell and converse county	We refer the commenter to Attachment 5.3 to the EA which contains the background Air Quality related information for the planning units in Wyoming, including the counties of Campbell and Converse County. The RMPs, to which the EA tiers to, contain relevant qualitative and quantitative information regarding expected impacts to air quality from development of the Reasonably Foreseeable Development scenario, which includes the lease parcels under consideration in the Proposed Action.
44	Center for Biological Diversity	In the Red Desert of south-central Wyoming, where many of the lease parcels are located, pronghorn herds have diminished up to 30 percent over the last two decades.	pronghorn herd numbers	The BLM considered and evaluated information publically available through the WGFD Job Completion Reports (JCRs) (EA at 39). The BLM references WGFD 2017 JCRs: "According to the WGFD's 2017 Job Completion Reports, pronghorn hunt areas within the RS, Kemmerer, Rawlins and Pinedale field offices range from 6% above target (Bitter Creek) to 38% below target (Uinta/Cedar Mountain). Similarly, numbers for mule deer range from 13% above (Baggs) to 50.9% below (South Rock Springs)." The Sublette pronghorn herd estimate for 2017 was 36,000, or similar to those in the early to mid-2000's. The BLM also acknowledged that the WGFD is currently evaluating designation of a migration corridor for Pronghorn and has identified the Carter Mountain Pronghorn herd for additional research (EA at 43). The BLM coordinated and received comments from the WGFD on this EA; they did not submit any comments regarding Pronghorn.
	Linda Baker (Upper Green River Alliance)	In the EA, BLM has failed to wholly consult and incorporate publically available WGFD data that clearly shows Sublette pronghorn population status on BLM-managed lands included in this lease sale.	pronghorn herd numbers	
45	WildEarth Guardians	NEPA requires agencies to "present the environmental impacts of the proposal and the alternatives in comparative form, thus sharply defining the issues and providing a clear basis for choice among options by the decision maker and the public." 40 C.F.R. § 1502.14. 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. Instead, BLM offers an alternative that would lease 160 parcels or a no action alternative that would lease no parcels. This all-or-nothing approach 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. Although BLM notes that it considered alternatives that it considered three other alternatives that it reject, BLM fails to explain why it did not consider an alternative that would eliminate leasing the ozone nonattainment area or an alternative that would reduce greenhouse gas emissions. At a minimum, BLM must consider these alternatives and discuss why they do or do not meet the BLM's statutory mandates.	reasonable range of alternatives	The alternatives suggested by commenter are imbedded within the No Action alternative. As such, no GHG emissions, or surface disturbance would occur if BLM were to select the No Action. A similar argument was subject to disposition by the Interior Board of Land Appeals (IBLA) in <i>Biodiversity Conservation Alliance</i> , 183 IBLA 97. In 183 IBLA 97, Audubon specifically argued that BLM should have considered a "sage-grouse conservation alternative," which would have deferred leasing all of the parcels that encompassed public lands in Core Areas. Citing, as an example, <i>Biodiversity Conservation Alliance</i> , 171 IBLA at 238, IBLA found that "BLM clearly considered the alternative advanced by Audubon in the course of considering the no action alternative... Subsumed under the no action alternative was not leasing all of the parcels within Core Areas...or the multitude of combination so f these parcels. BLM is not required to devise a multitude of alternatives that specifically involve not leasing different groupings of the various parcels proposed for leasing."

46	National Audubon Society et al.	<p>NEPA generally requires the BLM to conduct an alternatives analysis for “any proposal which involves unresolved conflicts concerning alternative uses of available resources.” 42 U.S.C. § 4332(2)(E). The regulations further obligate BLM to “rigorously explore and objectively evaluate all reasonable alternatives” including those “reasonable alternatives not within the jurisdiction of the lead agency,” so as to “provide[e] a clear basis for choice among options.” 40 C.F.R. § 1502.14. By contrast, in evaluating oil and gas lease sales, BLM frequently analyzes only two alternatives: a no action alternative, which would exclude all lease parcels from the sale; and a lease everything alternative, which would offer for lease nearly all proposed parcels. An EA offering a choice between leasing every proposed parcel, and leasing nothing at all, does not present a reasonable range of alternatives. In the June 2019 EA, BLM continues to ignore NEPA’s mandate to analyze a reasonable range of alternatives by once again presenting only a no action alternative and a lease everything alternative. Designating lands as open to leasing in an RMP makes them available to lease but does not require that they be leased. Even if lands at issue here are open for leasing under the RMPs, it would be entirely reasonable for BLM to consider deferring parcels with important sage-grouse habitat. Given the importance of the Golden Triangle for the survival of the imperiled sage-grouse and for the success of the broad collaborative efforts to protect the bird, the EA should have at minimum considered an alternative that defers leasing in at least some of the Greater sage-grouse’s most important habitat. BLM’s decision not to do so violates NEPA.</p>	reasonable range of alternatives	<p>As it relates to Greater Sage-grouse, the BLM coordinated with the WGFD during development of this EA, and received public comments from them. Their comment letter requested specific deferrals which did not include a request or recommendation to defer parcels for the protection for Greater Sage-grouse. As well, the BLM just completed an amendment to its 2015 Greater Sage-grouse Land Use Plan EIS and ROD to “further align” with the State of Wyoming’s Core Area policy; the WGFD and the State of Wyoming was a formal cooperating agency on the development of that Amendment. The commenter does not raise any new information that would alter that recently completed decision, or offered information to dispute the conclusions of the WGFD, or the State of Wyoming. A similar argument was subject to disposition by the Interior Board of Land Appeals (IBLA) in <i>Biodiversity Conservation Alliance</i>, 183 IBLA 97. In 183 IBLA 97, Audubon specifically argued that BLM should have considered a “sage-grouse conservation alternative,”</p>
	National Wildlife Federation	<p>NEPA generally requires the BLM to conduct an alternatives analysis for “any proposal which involves unresolved conflicts concerning alternative uses of available resources.” 42 U.S.C. § 4332(2)(E). The regulations further obligate BLM to “rigorously explore and objectively evaluation all reasonable alternatives” including those “reasonable alternatives not within the jurisdiction of the lead agency,” so as to “provide[e] a clear basis for choice among options.” 40 C.F.R. § 1502.14. BLM frequently analyzes only two alternatives: a no action alternative, which would exclude all lease parcels from the sale; and a lease everything alternative, which would offer for lease nearly all proposed parcels. An EA offering a choice between leasing every proposed parcel, and leasing nothing at all, does not present a reasonable range of alternatives. While in this lease sale BLM is proposing to defer the sale of 20 parcels, it is still proposing to sell the vast majority of the 180 parcels originally proposed. BLM is still not considering several reasonable middle-ground alternatives. The EA fails to evaluate an alternative that would defer parcels in critical big game habitat, sage grouse priority habitat management areas (PHMA) and general habitat management areas (GHMA), and in lands with wilderness characteristics (LWCs). BLM’s statements in the EA that deferring parcels in PHMA and GHMA was not considered as an alternative because such deferrals would not conform with the applicable RMPs is simply wrong. Designating lands</p>	reasonable range of alternatives	<p>which would have deferred leasing all of the parcels that encompassed public lands in Core Areas. Citing, as an example, <i>Biodiversity Conservation Alliance</i>, 171 IBLA at 238, IBLA found that “BLM clearly considered the alternative advanced by Audubon in the course of considering the no action alternative... Subsumed under the no action alternative was not leasing all of the parcels within Core Areas...or the multitude of combination so f these parcels. BLM is not required to devise a multitude of alternatives that specifically involve not leasing different groupings of the various parcels proposed for leasing.” As it relates to LWCs, please see comment response 37.</p>

		as open to leasing in an RMP makes them available to lease but does not require that they be leased. BLM should have considered an alternative that deferred leasing in mule deer, elk and prong horn crucial winter range.		
47	Trout Unlimited	One parcel in the Rawlins BLM planning area is on interest to TU because of the lack of appropriate stipulations. Watershed protections were not applied to those portions of Parcel 73 that appear to be in or along the Medicine Bow River corridor. We noted that a stipulation for amphibian presence was placed on Parcel 74 but not on Parcel 73. We request that the BLM include stronger stipulations protecting these coldwater fisheries in this WGFD designated Yellow Ribbon Stream. A minimum 500-foot buffer is recommended.	RFO Stipulations	BLM has reviewed the identified parcels to ensure that the correct stipulations have been attached. The Rawlins RMP does not contain any specific oil and gas stipulations for protection of the Medicine Bow watershed. We have confirmed that the amphibian Controlled Surface Use Stipulation was appropriately attached to parcel 73, but was not included on parcel 74. This has been corrected. Thank you for bringing this to our attention.
48	Linda Baker	The Jonah Infill Data Management System (JIDMS) was also created to track disturbance and reclamation activities associated with natural gas operations on the Jonah Field. (BLM Wyoming, Dept. of Agriculture, WDEQ, WGFD, 2019) A 2019 review of the JIDMA reveals that 724 sites harbor cheatgrass. This is an increase from 2017, when 678 sites in the Jonah Field harbored cheatgrass. The WGFD and BLM have begun to address this habitat emergency, and between 2014 and 2018 treated 35,675 acres of cheatgrass, spreading along roads that service the La Barge and Riley Ridge gas fields. Oil and gas operators are failing to control the spread of this invasive weed, despite reclamation requirements, and BLM is failing to enforce its EISs. The cheatgrass infestation is increasing at an alarming rate in fossil gas fields on lands managed by BLM. In a profound understatement, BLM admits that, "Infestations of noxious weeds can have a negative impact on biodiversity and natural ecosystems." (Bureau of Land Management Wyoming State Office, 2019, p.33) In light of current and historic information, BLM has completely failed to address potential cheatgrass (and other noxious weed) infestations in the 2019 Q2 lease sale EA. For this reason, we again request that the protested parcels in the BLM Rock Springs Management Area listed above be withdrawn from the lease sale.	RS RMP; Cheat grass;	The presence and occurrence of cheatgrass cannot be attributed to a single source (non-point); as such, it requires a multi-agency approach. BLM is a member of the Wyoming Cheatgrass Task Force and is working with our local and state partners to address this invasive weed species. Operators must also comply with state regulations regarding the treatment of cheatgrass. While the commenter has accused the BLM of not complying with its EIS', specific points of consideration are not provided. Similar to other site-specific impacts, BLM cannot reasonably predict the existing presence of cheatgrass, or the potential for additional populations at the lease sale stage; further interdisciplinary review by the RSFO and the PFO did not reveal the presence of cheatgrass on any of the parcels nor is the BLM sure why the commenter feels like this issue would rise to a place of prominence and prevent or dissuade the BLM from offering the specific parcels for lease. A review of the 2015 GSG ARMPA FEIS reveals pages of discussion regarding the presence of cheatgrass, the potential for cheatgrass, and ongoing efforts to address cheatgrass. As such this comment provides no new information that the BLM hasn't considered in its analysis, either in the EA, or the tiered to documents. Tiering is specifically recommended by the NEPA and BLM guidance to avoid duplication of analysis and allow for focus on issues that are ripe for consideration.
49	Coalition of Local Governments	The EA states that 18 parcels totaling 19,472 acres in the Greater Little Mountain Area will be deferred "until such time the Rock Springs RMP revision can be completed." Whether an <i>existing</i> RMP is being revised does not change the fact that the allocations and planning decisions made in that RMP apply prior to a new plan being accepted. At this point, the Coalition is unable to determine where the 18 parcels are in relation to the prescriptions within the 1997 Green River RMP and the BLM's assertion that the new RMP needs to be developed before these parcels can be leased plainly controverts the BLM's and the Council on Environmental Quality regulations and Supreme Court case law. If BLM were to postpone land use decisions due to pending land use plans, then it would fail in its obligations to manage in accordance with land use plans.	RSRMP; GLM	As discussed in our response to similar comments made during the public comment period for the 4th Quarter 2018-supplemental February sale (comment response 9), deferring leasing within the GLM was specifically requested by the former Governor of Wyoming, and agreed to by the former WY BLM State Director, until the RS RMP revision was completed. BLM Wyoming's current State Director and Wyoming Governor Gordon, support this previous agreement.

50	WildEarth Guardians	The agency omits any consideration of the social cost of carbon protocol: a valid, well-accepted, credible, and interagency-endorsed method of calculating the costs of greenhouse gas emissions and understanding the potential significance of such emissions. Failure to use this best available science in the EA violates NEPA's hard look mandate.	SCC	Please see our response to comment 57. Additional information has been added to the FONSI under item #5 specific to the SCC methodology.
51	Center for Biological Diversity	BLM has unlawfully restricted its NEPA analysis by arbitrarily limiting the scope of its analysis of oil and gas activity that may result from the lease sale and by failing to analyze sufficiently site-specific impacts. NEPA regulations and case law require that BLM evaluate all "reasonably foreseeable" direct and indirect effects of its leasing. BLM, in its Wyoming second quarter 2019 leasing 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.	Site-specific impacts	<p>The decision in question, was specific to emissions of greenhouse gas emissions. The BLM has provided a site-specific analysis of the leases proposed to be offered under the Proposed Action to the extent they are reasonably foreseeable. BLM has stated that it cannot conduct a more precise analysis of site-specific impacts until a discrete proposal for surface occupancy is submitted. BLM considered the effects of reasonably foreseeable development in connection with the parcels, leaving more specific analysis to the consideration of APDs and plans for field development. Such an approach complies with NEPA. See <i>State of New Mexico v. BLM</i>, 565 F.3d 683, 718 (10th Cir. 2009) ("[A]n agency's failure to conduct site-specific analysis at the leasing stage may be challenged, but . . . a 'particular challenge' lacked merit when environmental impacts were unidentifiable until exploration narrowed the range of likely drilling sites," citing <i>Northern Alaska Environmental Center v. Kempthorne</i>, 457 F.3d 969, 973, 977-78 (9th Cir. 2006)); e.g., EA at 1-3, 3-18, 4-2 ("Often, where environmental impacts remain unidentifiable until exploration narrows the range of likely well locations, filing of an Application for Permit to Drill (APD) may be the first useful point at which a site-specific environmental appraisal can be undertaken.").</p> <p>To the extent possible, the BLM has identified the impacts associated with oil and gas operations, and in a manner that is site-specific. As described in the EA, for the BLM to provide a more site-specific and detailed analysis of the impacts from lease development activities would require the BLM to speculate on the density of drilling locations, the number, characteristics, and specifications of related production equipment, and the rate at which the leases would be developed.</p>
	Powder River Basin Resource Council	The requirement for pre-lease, site-specific NEPA analysis in the context of BLM's oil and gas leasing program was affirmed by the 10th Circuit Court of Appeals. The law of the 10th Circuit holds that NEPA requires an analysis of the site-specific impacts of oil and gas leasing prior to issuance of the lease if "any environmental impacts are reasonably foreseeable at the leasing stage." A recent case from the District of Columbia, <i>WildEarth Guardians v. Zinke</i> , also emphasizes that pre-lease site specific analysis of direct, indirect, and cumulative impacts is required by NEPA.	Site-specific impacts	
	National Wildlife Federation	BLM has not taken the required "hard look" at potential environmental impacts, as required by NEPA. Under NEPA, BLM must evaluate the "reasonably foreseeable" site-specific impacts of oil and gas leasing, prior to making an "irretrievable commitment of resources." 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). 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.	APD deferred analysis	
National Audubon Society et al.	BLM cannot shirk its responsibilities under NEPA by deferring its analysis of potential impacts until the APD stage, or by simply dismissing any possible analysis of impacts as speculative. Nonetheless, BLM consistently claims that impacts are not reasonably foreseeable when the agency has ample data to analyze a range of potential impacts. BLM must evaluate reasonably foreseeable potential impacts prior to any irretrievable commitment of resources, as case law consistently holds.	APD deferred analysis		

52	Powder River Basin Resource Council	In many areas of the EA, BLM's analysis of likely environmental impacts stemming from leasing lands with current lease stipulations is inadequate. Instead of doing a parcel-by-parcel environmental review, BLM does a generic NEPA analysis of all of the parcels within the district offices' geographic areas. This generic review does a disservice to the public and the NEPA process. BLM must consider all reasonably foreseeable impacts of its proposed action, which includes large-scale oil and gas development on the parcels BLM proposes to lease.	site-specific impacts; large-scale oil and gas development	Please see comment response 51. Reasonably predicting large-scale oil and gas would be speculative. As BLM has discussed in the EA, the vast majority of development in Wyoming, outside of the developed fields in Pinedale, is largely exploratory and does not lend itself to such analysis. The impacts from large scale development in Pinedale, is addressed in the programmatic EIS' that have already been authorized (e.g. Jonah Infill, Pinedale Anticline, LaBarge, and NPL).
53	Coalition of Local Governments	The EA, however does not list a single figure to quantify the number acres that contain VRM I, II, III, or IV areas. Nor does the EA provide <i>any</i> detail as to whether the parcels are in these areas. The BLM ignores general principles as to how <i>VRM class</i> will impact development on the parcels identified. The same is true for cultural resources.	VRM; Cultural resources; unspecified comment	The BLM has provided a reasonable amount of information regarding the resources within the parcels, and the potential impacts which may occur, commensurate with the amount of information we have available. More precise information will be available and considered if and when, a request for occupancy is submitted to the BLM. The information discussed on page 44 of the EA: "Where applicable, VRM lease stipulations are applied to the proposed parcels in conformance with the approved RMPs. In particular, one parcel in the HPD and 4 in the WRB, are within VRM II areas and subject to a CSU stipulation to ensure compliance with the above-listed standard. All other parcels are within VRM III or IV areas." As displayed also on page 44, future development of the parcels are contingent upon meeting the VRM objective. If a proposed action cannot meet that objective, it cannot be authorized unless modified, or an RMP amendment is undertaken to change the classification. The impacts are going to be consistent with the impacts identified in the RMPs for which this document is tiered and discussed on page 70. Attachment 5.2 shows which parcels would be stipulated for the protection of Visual Resources should the parcels be offered and sold. BLM has not inventoried all of the lands contained within the Proposed Action parcels; where known eligible properties exist, those have been stipulated as required by the underlying RMPs. All parcels have been stipulated with standard lease stipulation #2. BLM must comply with NHPA and regulations contained in 43 CFR 800 before authorizing any and all actions which could adversely affect eligible historic resources. To provide any site-specific locale of the resources within the Proposed Action parcels, would not be compliant with law.
54	Trout Unlimited	Parcels WY-192Q-172 and 178 are of concern to TU due to their location next to Cottonwood Creek (Parcel 178) and presence within a wetland riverine complex (Parcel 172 – portions of which also are in the Rock Springs Field Office. Since Parcel 178 is located within the Cottonwood Creek Aquatic Conservation Area (WGFD SWAP) we recommend increasing the buffer offset as well. Protection for riverine wetland complexes should also be addressed in the EA and appropriate buffers place on Parcel 172.	Water; RSFO	Until an application for lease occupancy is received, BLM cannot predict what future mitigation may be necessary. The parcel has been appropriately stipulated in accordance with the underlying RMP ROD.
55	Trout Unlimited	Trout Unlimited requests the BLM withdraw portions or place an NSO stipulation for Parcels 155, 163, and 165 that are within one-quarter mile of the Big Sandy River as an added protection for this watershed. In additions, TU requests that the BLM apply both increased stipulations for Parcels WY-192Q-155, 158, 163, 164, and 165. BLM is a signatory to the Conservation Agreement to jointly conserve, protect and restore CRCT habitat within their historic range. In addition, springs and wetlands occur in the area and stipulations for these do not appear for these parcels. This includes stipulations on wetlands for parcels 713	Water; RSFO, KFO	Until an application for lease occupancy is received, BLM cannot predict what future mitigation may be necessary. The parcel has been appropriately stipulated in accordance with the underlying RMP ROD.

		and 174 near the Kemmerer planning area. Therefore, we request the BLM add the appropriate and required stipulations as defined by the current RMP for the Rock Springs planning area. This includes an NSO stipulation on the three parcels next to the Big Sandy River and a 500-foot minimum buffer for perennial waters, CRCT habitat and a one-quarter mile buffer for any springs. Wetland complexes must also be considered in the stipulation reviews and protections added for this important ecological system.		
56	Coalition of Local Governments	The more glaring issue is that BLM has chosen to defer parcels identified by the Wyoming Game and Fish Department as being within migration corridors <i>without disclosing</i> how these parcels would impact the corridor if it were developed and under what scenario the development would preclude animal migration. The BLM instead implies that <i>any</i> development will prevent migration, which if true would have stopped migration in Sublette, Sweetwater, and Carbon Counties. The BLM may not blindly adopt an action supported only by the premise that the public trust the BLM's judgment. NEPA requires more – the BLM must explore the problem rather than polarize the options. (“NEPA . . . is designed to insure that an agency's single-minded approach to a proposed action is tempered by the consideration of other feasible options that may have different (and fewer) environmental effects.”). This is especially true, when, as here, the BLM essentially adopts the position of a state agency <i>without</i> land use planning authority and <i>without</i> statutory duties under FLPMA.	WGFD deferrals; improper deferring to WGFD	In recognition of the special role the State of Wyoming enjoys in managing wildlife populations throughout Wyoming, including on BLM-administered public lands (e.g., Sections 202(c)(9) and 302(b) of FLPMA), the BLM has closely coordinated with the State of Wyoming during review of the sale parcels and has adopted all of the WGFD's recommendations, including, including application of the special lease notice to all parcels that will be offered and that remain in the designated big game migration corridors. If the proposed parcels are leased and if development operations are proposed, the BLM will continue to coordinate with the WGFD (in accordance with our Memorandum of Understanding – 5G, “Oil and Gas Coordination Procedures”). This coordination includes onsite reviews of proposed operations prior to authorization, and development of mitigation to address impacts from site-specific operations.
57	Center for Biological Diversity	...the EA fails to fully and accurately analyze the impacts of increased oil and gas development on greenhouse gas (GHG) emissions and climate change based on this particular Wyoming oil and gas lease sale. In <i>WildEarth Guardians v. Zinke</i> , the court struck down nine BLM NEPA analyses in support of five oil and gas lease sales held in Wyoming between May 2015 and August 2016. The court held that “BLM did not take a hard look at drilling-related and downstream [greenhouse gas] emissions from the leased parcels and, it failed to sufficiently compare those emissions to regional and national emissions.”	Zinke; GHG	Within the EA, BLM has provided an estimate of direct GHG emissions that could occur from the full development of the projected Reasonably Foreseeable Development (RFD) scenario as identified in the Bighorn, Buffalo or Lander RMP EISs, or the 2015 Greater Sage-grouse RMP amendment EIS; the parcels in this sale were included in the analysis of the RFD. The EA also includes an estimate of the indirect GHG emissions from the downstream use of the projected RFD production estimates for the year 2020. Cumulative direct greenhouse gas emissions were also calculated in the underlying RMPs from all GHG emitting actions expected during the life of the plan. We refer the commenter to page 4-9 of the subject EA which provides projected impacts from climate change in the Mountain West and Great Plains region as identified by the United States Environmental Protection Agency Region 8 through the Intergovernmental Panel on Climate Change, the US Global Change Research Program, the National Center for Atmospheric Research, the Rocky Mountain Climate Organization and the National Oceanic Atmospheric Administration. The subject EA also discloses information from the Rapid Ecological Assessment for the WY Basin that includes portions of Idaho, Montana, Utah and Colorado (EA, page 4-9). Finally, the EA at page 4-10 has disclosed relevant projections of CO2 and CH4 from the US fossil fuel industry as a whole. That being said, in response to the court's decision in <i>WildEarth Guardians v. Zinke</i> , No. 16-1724-RC (D.D.C Mar. 19, 2019), the BLM recently published a supplemental EA for public comment, to address the NEPA deficiencies identified in that decision. The supplemental EA includes an estimate of the direct and indirect emissions that could be expected from this sale, within Section 5 Cumulative Impacts (starting on page 37); this EA can be found here: https://bit.ly/2D9ZYQo . When that process is complete, BLM will evaluate whether the analysis in this EA warrants similar revision
	Center for Biological Diversity	It is reasonably foreseeable, as opposed to speculative, 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 considered in the EA, and in fact, necessitate a more robust review under an EIS.	Zinke; GHG	
	Center for Biological Diversity	Moreover, “downstream GHG emissions from fossil fuel use are in indirect effect of BLM' soil and gas leasing program” that require NEPA analysis, as “[p]roducing oil and gas for consumption is the leading project's entire purpose.” Finally, BLM must consider the cumulative impact if GHG emissions, not merely from this individual lease sale but from “GHG emissions generated by past, present, or reasonably foreseeable BLM lease sales in the region and nation.”	Zinke; GHG	

Center for Biological Diversity	The EA's analysis of the direct, indirect, and cumulative greenhouse gas emissions that would result from this lease sale is inadequate. Although BLM did attempt to quantify direct and indirect emissions, the EA makes no mention of fugitive methane emissions that escape from wells, oil storage, and processing equipment and fails to quantify the fugitive and non-fugitive CH4 emissions that would come from the wells. The EA further significantly undercounts the warming potential of methane emissions, using a misleading and outdated 100-year warming potential of 28. The 2013 IPCC Fifth Assessment Report established a GWP of 87 for fossil fuel sources of methane over a 20-year time period, and a GWP of 36 over a 100-year time period.	Zinke; GHG	before BLM decides whether to offer parcels at the Second Quarter 2019 competitive lease sale.
Center for Biological Diversity	BLM's failure to analyze the cumulative impact of GHG emissions generated by past, present, and reasonably foreseeable BLM lease sales within Wyoming and neighboring states fails to satisfy the mandates of NEPA.	Zinke; GHG	
National Audubon Society et al.	According to BLM, "this EA will only address those resources and impacts where the BLM has determined there are new circumstances or information, or where we believe it will be helpful to inform the public about actions that may occur on public lands." It is unclear then why BLM does not consider the most comprehensive reports on climate change from the world's most reputable sources on the topic to be informative or helpful. BLM must take a hard look at the impacts of climate change – informed by the best available science, quantify and forecast drilling-related emissions, consider the impacts of their downstream use, and compare those emissions to other forecasts and other reasonably foreseeable projects.	Zinke; GHG	
Powder River Basin Resource Council	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. BLM must revise its NEPA analysis to consider and disclose the direct, indirect, and especially the cumulative greenhouse gas emissions and associated climate change impacts from these lease parcels.	Zinke; GHG	
WildEarth Guardians	BLM Must Ensure that Its Climate Analysis Complies with the Decision in <i>WildEarth Guardians v. Zinke</i> , No. 16-1724-RC (D.D.C Mar. 19, 2019). Because the decision was decided under the statutory and regulatory language of NEPA, there is no doubt that it will apply to lease sales which have occurred since the complaint was filed. As the Conservation Groups have pointed out in comments on other lease sales, BLM has unlawfully omitted or limited its analyses of climate impacts over the past three and a half years. The Wyoming BLM's June 2019 lease sale is no exception as detailed below. Thus, the Conservation Groups request that BLM remove all of the parcels offered up for sale in June, unless and until it complies with	Zinke; GHG	

	the requirements of NEPA as outlined in <i>WildEarth Guardians v. Zinke</i> .	
Powder River Basin Resource Council	BLM's EA is deficient because it fails to consider all reasonably foreseeable impacts and quantify anticipated direct, indirect, and cumulative air emissions as required by recent court precedent from the District of Columbia (<i>WildEarth Guardians v. Zinke</i>). First, offering the lease parcels for sale amounts to an irrevocable commitment of resources that requires full NEPA analysis. BLM cannot defer NEPA analysis to a later date.	Zinke; GHGs
WildEarth Guardians	Within the context of climate change, NEPA requires BLM to quantify and discuss the significance of the direct, indirect, and cumulative greenhouse gases generated by its proposed action. 40 C.F.R. §§ 1502.16. Although the Conservation Groups appreciate the fact that the Wyoming BLM included some information on direct and indirect greenhouse gas emissions, unfortunately, the agency fails to calculate direct and indirect, site-specific emissions from the actual lease parcels. BLM simply rehashes field office wide emissions and does not include calculations of emissions from the specific lease parcels. BLM concludes for each field office that "[t]he average number of oil and gas wells drilled annually in the [High Plains District] HPD and probable GHG emission levels, when compared to the total GHG emission estimates from the total number of Federal oil and gas wells in the state, represent an incremental contribution to the total regional and global GHG emission levels." Because BLM does not calculate lease sale emissions for the specific parcels, BLM has no basis to support its arbitrary conclusion. BLM's omission of emissions calculations is particularly frustrating because there is no doubt that BLM has the tools to estimate emissions from the specific lease parcels. The Kleinfelder Report provides estimates emissions for representative oil and gas wells in the Upper Green River Basin of Wyoming where many of the lease sale parcels are located. Finally, as the court made clear in <i>WildEarth Guardians v. Zinke</i> , the BLM cannot rely on the underlying RMPs-EISs to fulfill its NEPA duties. Many of the RMPs-EISs do not even calculate greenhouse gas emissions. At a minimum, BLM must defer all parcels where the underlying RMPs-EISs fail to estimate direct and indirect greenhouse gas emissions.	Zinke; GHGs
WildEarth Guardians	BLM's analyses also completely fail to account for greenhouse gas emissions from cumulative and similar actions. BLM is essentially relying entirely on the various RMPs/FEISs, most of which are outdated and/or invalid, and all which fail to analyze cumulative impacts for the lease sale. BLM must analyze the cumulative climate impacts (as well as other impacts) of all of these sales together in a single, programmatic document, regardless of state lines. Climate change is not limited by state borders and the BLM's analysis must not be either. Finally, the need to take into account "similar" and "cumulative" actions is underscored by the fact that the BLM acknowledges that the proper geographic area for analyzing and assessing the impacts of greenhouse gas emissions is on	Zinke; GHGs

		a statewide, regional, and global scale. The need for BLM to account for all greenhouse gas emissions associated with BLM-approved oil and gas projects and lease sales region-wide. Clearly, this failure is in violation of the NEPA's requirement to analyze cumulative and similar impacts with common timing and geography.		
58	Coalition of Local Governments	The Coalition has commented <i>repeatedly</i> that the leasing stage is an irretrievable commitment of resources and, therefore, the BLM must follow holdings in the Ninth and Tenth Circuit that require BLM to reasonably evaluate impacts to various resources whether it be sage grouse habitat, local economic impacts, or vegetation. The BLM, however, predictably responds that it is unable to evaluate site specific impacts. The <i>WEG v. BLM</i> decision clearly articulates the rationale for why the BLM must take a closer look at the leasing stage at all resources, not just GHG emissions. For more than 30 years, the federal courts have held that BLM must disclose and analyze reasonably foreseeable impacts of oil and gas lease sales. BLM's response that this is impossible to do is predictably indefensible. Thus, obviously, "an agency cannot defer analyzing the reasonably foreseeable environmental impacts of an activity past the point when that activity can be precluded." The specific holding of the District Court is that BLM need not conduct a site specific (e.g. parcel by parcel) review of potential impacts, but that BLM must quantify GHG emissions in the aggregate.	Zinke; Surface Resources	Greenhouse gases are a global issue and mobile in the atmosphere, unlike discrete surface impacts. Drawing a direct one-to-one analogy between GHGs and surface resources would be incorrect as a result. The BLM has provided a sufficient level of site-specific impact analysis in the EA for those surface resources which have the potential to be affected, in consideration of the stipulations attached to the parcels themselves and would resultantly become part of BLM's decision. If and when a site-specific proposal is received, the BLM will consider the potential for impacts in more detail at that time. As discussed in the EA, only 58% of the leases in Wyoming currently contain an active well; a 50-50% percent chance of being developed does not lend any additional certainty to a projection of future development levels.
	National Wildlife Federation	In <i>WildEarth Guardians v. Zinke</i> , The United States District Court for the District of Columbia found that BLM did not sufficiently analyze greenhouse gas (GHG) emissions at the leasing stage. Throughout this EA the BLM has relied on the very rational rejected by the court avoid discussing impacts not only from GHG emissions but also to big game, sage grouse and a plethora of other resources. In order to comply with both its NEPA obligations and the Court's decision, the BLM should defer these leases and conduct supplemental NEPA analysis.	Zinke; Surface Resources	
	Coalition of Local Governments	The exact same rationale applies for quantifying losses of big game and livestock grazing habitat. Although the BLM does not need to perform a <i>parcel by parcel</i> review – that is not what the Coalition requests – the BLM must "quantify the [habitat losses] resulting from oil and gas development on the leased parcels <i>in the aggregate</i> ." The RFDS, which are found for Kemmerer, Pinedale, and Rawlins Field Offices, could provide the public adequate opportunity to determine how much forage would be lost for both livestock and wildlife. The conclusion of no impacts is not credible on this record.	Zinke; surface resources (big game)	
	Coalition of Local Governments	The EA states that "[t]he act of offering, selling, and issuing federal oil and gas leases does not produce impacts to vegetation. Impacts to vegetation may occur if a lease is issued and the lease is developed. The EA provides absolutely no reasonable quantification of potential aggregate impacts to vegetation disruption as a result of the lease sale. As the <i>WEG v. BLM</i> decision holds, the lease sale is the point at which BLM's ability to preclude	Zinke; surface resources (vegetation)	

	<p>surface disruption disappears and, therefore, the BLM must quantify the impacts to the resources that cannot be prevented. Although the <i>WEG</i> court only had occasion to discuss GHG emissions, the logic applies to all resources including vegetation. The better response is to discuss existing vegetation and BLM policies and lease stipulations. The conclusion of no impacts on vegetation is not credible unless BLM explains that lease stipulations and Gold Book conditions protect vegetation.</p>	
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