

**Appendix F**  
**Public Comments and Responses**  
**High Plains District Portion of the February 2017 Oil and Gas Lease Sale**  
**DOI-BLM-WY-P000-2016-0001-EA**

#	Commenter	Comment	Response
*	BLM High Plains District (HPD)		The 30-day public comment period for Version 1 of the High Plains District portion of the February 2017 Competitive Oil and Gas Lease Sale EA (DOI-BLM-WY-P000-2016-0001-EA) began July 25, 2016, and was scheduled to close August 24, 2016. Due to a delayed press release, the comment period was extended through August 25, 2016, to ensure a full 30 day period for submitting comments. The 30-day public comment period is established in Washington Office IM 2010-117 Oil and Gas Leasing Reform – Land Use Planning and Lease Parcel Reviews. Comments received after the close of the public comment period will be handled in accordance with BLM’s NEPA Handbook (H-1790-1), which states that the Authorized Officer “is not required to respond to comments that are not substantive or comments that are received after the close of the comment period, but you may choose to reply.”
*	HPD	Climate Change	<p>Several comments raised concerns over the issue of climate change. An addendum to the EA has been prepared to address climate change as it relates to oil and gas leasing in the HPD. Please refer to Appendix G.</p> <p>The BLM will provide additional analysis and discussion of climate change impacts in future NEPA documents and in consideration of CEQ’s final guidance issued in August 2016.</p>
1	Wilma Carter (W. Carter)	I don’t have access to the internet.	A paper copy of the Environmental Assessment (EA) and unsigned Finding Of No Significant Impact (FONSI) were mailed to Mrs. Carter.
2	W. Carter	<p>This will be the third time they have wanted to tear up my land. They have drilled holes before and nothing was found. I talked at that time to the leader of the crew &amp; he said nothing.</p> <p>I have springs out on this land of mine and I am sure it does bother the govt. to loose my water.</p> <p>I also don’t want anybody driving and destroying the grass.</p>	<p>Beyond the scope of this document. Development cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If development should occur, proposals will be analyzed in a site specific NEPA document, which addresses resource concerns.</p> <p>Onshore Oil and Gas Orders Number 1 and Number 2 require operators to provide detailed casing and cementing information in APD submissions. The cementing and casing requirements are aimed at protection of surface and groundwater among other resources.</p>

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			<p>Under Onshore Order Number 1, operators are required to negotiate in good faith with split estate landowners to obtain a surface access agreement. A surface access agreement is appropriate at the APD development stage, but is premature at the leasing stage. However, a surface access agreement may be a useful tool to address many of these issues should development occur.</p>
3	W. Carter	<p>My dad always said the more you have the more they will try &amp; take it away from you. He died in 1966. He was so right.</p> <p>I want you to take me out of this parcels. I don't have anything that will help you.</p> <p>I can't believe you keep sending me letters wanting to destroy my land to gain for a bunch of bureaucrats in govt. We gave up a lot to pay for his land of course this doesn't bother the govt. It's nice to be at the gravy trough.</p> <p>I talked to Randy Sorenson about this before &amp; I thought it was taken care of &amp; not put me in this gas lease.</p>	<p>BLM's Leasing Reform policy (Instructions Memorandum No. WO-2010-117) requires notification to the split estate surface owner when parcels are proposed for leasing. The purpose of the notification is to ensure split estate landowners are aware of ongoing oil and gas leasing activities, and have a voice in the lease sale process.</p> <p>Conversations with Mrs. Carter were aimed at sharing information about the lease sale process, but did not in any way suggest that any parcels would be removed from consideration.</p>
4	Farleigh Oil Corporation/ Farleigh Oil Properties (Farleigh)	<p>We have been trying to get the captioned parcel or lands contiguous to it to be included in a BLM Lease Sale since December 2013. Your website and appropriate BLM personnel indicate that once again these lands will be deferred.</p> <p>We appreciate the information provided to our team by you; everyone has been cooperative and informative.</p> <p>We are aware that although the staff has existing rules and regulations that control nomination and subsequent sale of parcels, they are waiting for the Washington D.C. office to provide additional direction in handling the issues surrounding leasing and sage grouse conflict.</p> <p>That being said and understood, it has not and does not get our nominated lands on the auction block.</p> <p>We have tried everything we know how to do including now reducing our acreage nomination from 1600 acres to 480 acres in an effort to minimize disturbance and still be able to test our conceptual model.</p> <p>Please include Section 20: NE/4, E/2NW/4 and Section 21: NW/4, W/2NE/4, Township 38 North, Range 81 West, 480.00 acres, Natrona County, Wyoming, on the next available BLM Competitive Oil and Gas Lease Sale. Thank you.</p>	<p>As noted in Section 1.2 of the EA (page 4), this parcel is being deferred, consistent with the BLM's sage-grouse conservation plans and strategy, which direct the BLM to prioritize oil and gas leasing and development in a manner that minimizes resource conflicts in order to protect important habitat and reduce development time and costs.</p> <p>The deferral decision is also consistent with BLM policy guidance on implementation of the Greater Sage-grouse RMP revisions and amendments. That policy guidance (Instruction Memorandum WO-2016-143) was released on September 1, 2016, and may facilitate future consideration of this parcel for lease sale.</p> <p>The expression of interest (EOI) nomination period for the next lease sale (scheduled for August 1, 2017) is June 27, 2016 through September 16, 2016. This letter will be accepted as an EOI for the parcel of interest.</p>
5	John Schoettler (Schoettler)	<p>Tom Swanson at Farleigh Oil in Casper, Wyoming sent me a copy of his letter to you regarding Wy nomination 1702-304 (description included in his letter). I have partnered with Farleigh Oil in other areas on the Casper Arch. Ann Trujillo of Trujillo Land Services in Cheyenne, Wyoming has worked for me for more than three years in this effort. She sent you copies of her correspondence with the BLM Office in Cheyenne.</p>	<p><i>Note: This email comment was also forwarded by an email from Trujillo Land Services, LLC.</i></p> <p>See above response to comment #4.</p>

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		<p>We have worked on this prospect for well over three years and would appreciate an opportunity to bid on the nominated land. I would appreciate any effort you can make to help this happen. I thank you for your continuing courtesy.</p>	
6	Friends of the Earth Forum	<p>I am writing in opposition to the proposed action alternative in the Draft Environmental Impact Statements (DEIS) for the Wyoming February 2017 oil and gas lease sale. The DEIS fails to adequately consider the significant environmental and climate impacts from new oil and gas development. Therefore, I request the Bureau of Land Management (BLM) adopt the No Action alternative and cancel the lease sale altogether.</p> <p>The Finding of No New Significant Impacts for the ten parcels analyzed in the Wind River/Bighorn Basin District and the Finding of No Significant Impacts for the 271 parcels analyzed in the High Plains District are erroneous based on the claim that there are “no direct impacts on air quality or climate change through the administrative action of leasing.” The BLM must not ignore the lifecycle impacts and social cost that federal leasing of fossil fuels has on the climate. The latest climate science reveals that in order to stay below dangerous levels of global warming and avoid catastrophic consequences, the vast majority of fossil fuels must stay in the ground. In the U.S., that means that all new federal fossil fuel leasing should be ceased. With several decades’ worth of oil and gas already sold to the fossil fuel industry, the federal government should not permit any further sales of public fossil fuels that will only exacerbate climate change and lock in fossil fuel dependence for decades more to come.</p> <p>Furthermore, the recent climate change guidance from the Council on Environmental Quality (CEQ) advises federal agencies to consider the reasonably foreseeable direct and indirect greenhouse gas emissions of major federal actions. The CEQ specifically mentions the expected combustion of coal from a federal leases sale as an example of a reasonably foreseeable indirect effect. Likewise, the BLM should account for the combustion of oil and gas when analyzing the environmental impacts of the Wyoming February 2017 oil and gas lease sale.</p> <p>Thank for your consideration of my comments, and I urge the BLM to adopt the No Action alternative to keep fossil fuels in the ground in Wyoming.</p>	<p>Approximately 20,556 comment emails were submitted to the HPD through a web based comment forum hosted by the Friends of the Earth (<a href="http://action.foe.org/p/dia/action3/common/public/?action_KEY=20241">http://action.foe.org/p/dia/action3/common/public/?action_KEY=20241</a>). The web page is titled, “<i>Tell the Obama administration: Help save the Whooping Crane. The Obama administration is prepared to let Fossil Fuel Empires drill for oil and gas near habitat critical to the survival of the Whooping crane. It's not too late to protect these birds and other endangered species -- but you need to speak up now! Tell the Obama administration: Protect Wyoming's public lands!</i>” Many duplicate submissions were received. Some minor variations that did not change the overall substance were introduced into the template by individual commenters. Other more substantive variations were noted as well, but also did not change the overall substance of the comment. One commenter used this forum to express support for oil and gas exploration.</p> <p>It should be noted this is an EA level analysis rather than an EIS.</p> <p>Section 3.3.12 of the EA (page 38) notes the whooping crane and other Platte River threatened or endangered species should be considered when development activities affect water quantity or quality downstream in the river. At the leasing stage, there is no development authorized, and thus no direct effect on threatened or endangered species, including the whooping crane. Each lease is issued subject to Lease Stipulation No. 2, to further protect threatened and endangered species and habitat, should development be proposed that would affect critical habitat.</p> <p>An addendum to the EA has been prepared to address climate change as it relates to oil and gas leasing in the HPD. Please refer to Appendix G.</p> <p>The BLM will provide additional analysis and discussion of climate change impacts in future NEPA documents in consideration of CEQ’s final guidance issued in August 2016.</p>
7	Christine Carter (C. Carter)	<p>In regards to the Feb. 2017 gas lease sale, I disagree with the EA's conclusion of "no impact".</p> <p>I own most of the minerals on our ranch. During the extraction process of our fee minerals, we experienced first hand, the ACTUAL environmental impact. My</p>	<p>Issuance of an oil and gas lease does not authorize operations on the lease. The lease affords the operator the exclusive right to explore for oil and gas within the leased Federal mineral parcel. At the leasing stage there is no indication whether oil and gas</p>

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		<p>explanation follows:</p> <ol style="list-style-type: none"> <li>1) The dewatering process leads to large amounts of standing water, ie, infiltration ponds and irrigation. This led to huge mosquito population which, in turn, led to large numbers of birds dying from West Nile virus. Including at least one bald eagle, which we, personally witnessed.</li> <li>2) There had not been a successful eagle nest during the extraction process. The year after they left the eagles were successful.</li> <li>3) There have been no bats until after the extraction process had ceased. They were abundant, prior to methane development.</li> <li>4) Dewatering, also, leads to soil degradation.</li> <li>5) Our well has been diminished since before they left.</li> <li>6) Nature abhors a vacuum, which is what is created with dewatering.</li> <li>7) Fracking has been shown to lead to greater numbers of geologic events, such as earthquakes. And may I remind you that we live near a super volcano?!</li> </ol> <p>I believe that these are all environmental impacts, all of which have a negative impact on our ranch and, potentially, our world.</p> <p>I hope you will consider abandoning this sale.</p>	<p>exploration will actually occur on the parcel. Nor is there an indication where or how exploration might occur.</p> <p>The EA has not concluded that there would be “no impacts;” the EA discloses impacts from leasing of the parcels to the extent that they are reasonably foreseeable, and tiers to the impacts analysis already conducted in the Final Environmental Impact Statements (FEISs) and approved Records of Decision (RODs) for the applicable BLM Resource Management Plans.</p> <p>The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. The BLM's regulations addressing proposed lease development operations (please refer to 43 CFR 3 160 and Onshore Oil and Gas Order No. 1) require the posting of information about proposed drilling permits prior to BLM approval and, if operations are proposed on split estate lands, coordination with the surface owner(s) on whose lands operations are proposed. The BLM's site-specific NEPA compliance documentation will also involve public outreach, such as posting of relevant information to the BLM-Wyoming's online NEPA register.</p> <p>Since specific lease development operations cannot be reasonably foreseen at the leasing stage, any site specific impacts cannot realistically be analyzed in more detail at this time. Hydraulic fracturing is a specific development scenario. Should the parcel be sold and development proposed, an analysis of hydraulic fracturing (if proposed) would be contemplated and the impacts to resources affected will also be analyzed under that site specific NEPA document. Incorporated by reference into the lease sale EA is Appendix E which contains a white paper on hydraulic fracturing.</p> <p>The State of Wyoming regulates hydraulic fracturing under Wyoming Oil and Gas Regulation, Chapter 3, Section 45.</p>
8	Powder River Basin Resource Council, The Wilderness	Please accept these comments on the proposed February 2017 lease sale parcels on behalf of the Powder River Basin Resource Council, The Wilderness Society, Wyoming Outdoor Council, the Western Environmental Law Center, and our members. Our members live, work, and/or recreate in many of the areas that will be impacted by the proposed lease sale and subsequent development of federal oil and gas resources. In particular, as discussed below, our organizations and our members have a long-standing	No response needed.

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	Society, The Wyoming Outdoor Council, and The Western Environmental Law Center (PRBRC)	interest in the Fortification Creek Area of Northeast Wyoming – an area where BLM proposes to lease eleven parcels.	
9	PRBRC	The EA is legally deficient because it does not disclose the significant impacts that will result to the Fortification Creek Area from increased oil and gas leasing, and subsequent reasonably foreseeable development, including deep oil development that was not analyzed or contemplated in the 2011 Fortification Creek Area Resource Management Plan Amendment (Fortification Creek RMP Amendment).	<p>Land use planning for the Buffalo Field Office has long identified oil and gas development as an allowable use, including oil and gas development in the Fortification Creek area. These are the land use planning documents supporting oil and gas leasing and development in the Buffalo Field Office.</p> <p>The ROD for the Buffalo Resource Management Plan (RMP) Final Environmental Impact Statement (April 1985) was signed on October 4, 1985. Decision MM-7 (page 16) in the ROD for the 1985 Buffalo RMP provides for continued leasing and development of Federal oil and gas in the Buffalo Resource Area, and specifically notes the surface protection plan [<i>Oil and Gas Surface Protection Plan: Fortification Creek Area</i> (1982)] for Fortification Creek will remain in effect.</p> <p>The ROD for the Final Environmental Impact Statement and Proposed Plan Amendment for the Powder River Basin Oil and Gas Project (PRB EIS)(January 2003) was signed on April 30, 2003, approving the project and the analysis, and also amending the 1985 Buffalo RMP. The ROD at page 6 states that, “The RMP Amendments approved by this ROD do not change the decisions of the 1985 RMPs relative to the availability of lands for oil and gas development.”</p> <p>The Decision Record for the Fortification Creek Planning Area Resource Management Plan Amendment (RMPA) Environmental Assessment WY-070-EA080-135 (August 2011) was signed on August 5, 2011. The RMPA provides for a phased approach to oil and gas development, with performance standards to protect elk and their habitat, and to protect highly erodible soils.</p> <p>The ROD for the Proposed Resource Management Plan and Final Environmental Impact Statement (May 2015) for the Buffalo Field Office Planning Area was signed on September 21, 2015. Table 3.7 (pages 90-92) in the Approved RMP (ARMP) includes the decisions related to fluid mineral resource</p>

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			<p>management in the BFO. Table 2.12 (page 50) provides similar decisions for fluid mineral resource management specific to Greater Sage-grouse habitat. Decision O&amp;G-2002 (page 91) provides that all oil and gas mineral estate is open to leasing unless specifically identified as closed to mineral leasing. Decision WL-4023 (page 110) carries forward the Fortification Creek RMP Amendment (August 2011), including decisions that provide for a phased approach to oil and gas development.</p> <p>Section 3.3.6 (page 30) of this lease sale EA (DOI-BLM-WY-P000-2016-0001-EA) discusses the Fortification Creek Planning Area (FCPA). The RMPA provides for a phased approach to oil and gas development, with performance standards to protect elk and their habitat, and to protect highly erodible soils. The RMPA was analyzed in an environmental assessment, which tiered to the Buffalo Resource Area RMP (1985) and the PRB EIS (2003). The RMPA was carried forward in the Buffalo ARMP signed on September 21, 2015 (see ARMP at page 110).</p> <p>The RMPA specifically addresses oil and gas development in the FCPA. The PRB EIS and now the Buffalo ARMP also specifically address oil and gas development in the Buffalo Field Office. By explicit inclusion of the RMPA, the Buffalo ARMP carries forward the decisions from the RMPA for oil and gas development in the FCPA.</p> <p>Among other things, the PRB EIS was specifically prepared to address the potential impacts of oil and gas exploration and development in the Powder River Basin, based on a reasonably foreseeable development scenario (RFD). The PRB EIS included an RFD (2001) of the BFO for a 10 year period beginning in 2002. The RFD adequately addressed both conventional and coal bed methane (CBM)/coal bed natural gas (CBNG) development through the period when the FCPA RMP amendment was initiated (2007) and the initial EA and RMP amendment were drafted (2008). Alternative 1 and Alternative 2 in the PRB EIS specifically include drilling traditional wells (based on the RFD) in addition to the applicant proposed CBM wells. Table S-1 in the PRB EIS summarizes the alternatives to reflect CBM and traditional wells, as well as ancillary facilities.</p> <p>An RFD was prepared in 2012 for the Buffalo ARMP, and projects oil and gas development potential and activity levels in the BFO for the period 2009 through 2028. It, too, projects development for both CBNG and conventional oil and gas,</p>

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			<p>including in the FCPA. The EIS for the ARMP analyzed the potential impacts of oil and gas leasing and development, including conventional or “deep oil” development as projected in the RFD, across the planning area, including the FCPA</p> <p>This EA, which is tiered to the ARMP EIS, addressed potential impacts from leasing oil and gas on 271 parcels covering 171,858 Federal mineral acres and 25,989 Federal surface acres, including the potential impacts associated with deep oil development. The unsigned FONSI did not identify new significant impacts from leasing these lands, including the 11 parcels in the FCPA. Therefore, preparation of another environmental impact statement is not necessary.</p>
10	PRBRC	<p>About the Fortification Creek Area &amp; Anticipated Oil and Gas Development The Fortification Creek Area is a large and critical oasis for wildlife in the middle of one of the country’s most prolific oil and natural gas fields, the Powder River Basin. Tens of thousands of oil and gas wells, thousands of miles of access roads, hundreds of miles of power lines and pipelines and other industry infrastructure surround this area. Inside the rugged Fortification Creek Area, however, rich and vibrant habitat supports an isolated elk herd, other large game animals, small mammals, migratory birds, raptors, and sage-grouse.</p> <p>Our members hike, hunt, and recreate throughout the Fortification Creek Area. Our members enjoy the scenery, wildlife, and solitude of the area. Deep oil development will irreversibly change the character of the area and will greatly impact our members’ ability to use this area.</p>	<p>The EA for the FCPA RMPA resulted in a FONSI, noting, “that (1) implementation of the Selected Alternative would not have significant environmental impacts; and (2) the Selected Alternative did not constitute a major federal action having a significant effect on the human environment. Therefore, an environmental impact statement was not necessary and was not prepared.”</p> <p>These concerns have been addressed by the BLM through the NEPA and RMP amendment process undertaken at that time, as noted in a final decision on the RMPA protests by the BLM Director, and in a decision of the United States District Court for the District of Columbia (<i>Powder River Basin Resource Council v. BLM</i>, 37 F. Supp. 3d 59 (D.D.C. 2014)).</p>
11	PRBRC	<p>The Fortification Creek Area is also a place where members of our organizations live and ranch. The Fortification Creek Area is largely federal land, but private ranch land is interspersed throughout the area. Our members who live and ranch in the area on split-estate land have already been greatly impacted by permitted oil and gas development within the elk herd’s yearlong range, and further development will only exacerbate those impacts.</p>	<p>Issuance of an oil and gas lease does not authorize operations on the lease. The lease affords the operator the exclusive right to explore for oil and gas within the leased Federal mineral parcel. At the leasing stage there is no indication whether oil and gas exploration will actually occur on the parcel. Nor is there an indication where or how exploration might occur.</p> <p>The precise nature of lease development operations cannot be determined at the leasing stage, nor can site-specific impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, permits will be submitted to the BLM and analyzed in a NEPA document that will address resource concerns on a site-specific basis.</p> <p>As noted throughout this EA, appropriate stipulations from the Buffalo ARMP will be applied to the 11 lease sale parcels in the FCPA, including the specific stipulations to implement the RMPA performance based measures.</p>

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12	PRBRC	<p>The Fortification Creek Area has historically been a prime example of BLM’s ability to manage lands for multiple uses, including protecting wildlife, wilderness areas, hunting and recreation opportunities, livestock grazing, and even oil development. Multiple use priorities in the Fortification Creek Area have been highly valued and actively protected by citizens and the BLM since the agency’s early planning days in the 1970’s.</p> <p>Unfortunately, wide-scale oil and gas development, as proposed through additional leasing, will turn the area into a single use where oil and gas development will dominate over the other important attributes of the area.</p>	<p>The FCPA remains a prime example of BLM’s ability to manage lands for multiple use and sustained yield, in cooperation with local residents, ranchers, landowners, environmental organizations, oil and gas operators, tribal interests, and state and local government agencies.</p> <p>The FCPA specific lease stipulations provide for a phased or “bolt-on” approach to development, limiting the extent to about one third of the area at any time. The nature of the performance based approach allows for dynamic implementation and adaptive management.</p> <p>The annual monitoring reports attest to the effectiveness of these cooperative efforts, and of the decisions made in the RMPA. The 2015 Fortification Creek Planning Area Annual Monitoring Report concludes this way:</p> <p>“RECOMMENDATIONS Presently the authorized activity has not adversely affected the elk herd or reclamation from meeting the RMPA performance standards. Seasonal range fidelity within the FCPA has decreased, but the elk herd is healthy and growing, and the elk are using the full seasonal ranges, inside and outside the FCPA, during the appropriate seasons. The ability to successfully reclaim the authorized disturbance has been demonstrated. At this time there are no performance standard trends suggesting that a change in FCPA management is necessary.”</p>
13	PRBRC	<p>BLM Should Select the No Leasing Alternative for the Fortification Creek Area Parcels &amp; Reconsider Its Decision Denying an ACEC</p> <p>Because of the very important wildlife habitat and recreation areas of the Fortification Creek Area, our organization supports the no leasing alternative, as the alternative applies to the eleven proposed parcels in the Fortification Creek Area. If not leased, this area would provide a critical refuge for the elk herd and other wildlife in the Powder River Basin.</p> <p>As discussed in the attached documents, there is demonstrated scientific need to protect a greater amount of habitat for the elk herd, habitat which could be protected by not leasing these parcels. The Wilderness Study Area does not contain sufficient acreage to allow the elk herd to maintain population viability and, if not leased, the areas immediately adjacent to the Wilderness Study Area could be protected in a way to maintain sufficient habitat for the elk herd.</p>	<p>A decision to not designate the FCPA as an Area of Critical Environmental Concern (ACEC) was made on August 5, 2011, when the RMPA decision record was signed, stating, “The citizen proposed Area of Critical Environmental Concern (ACEC) and a Wildlife Habitat Management Area (WHMA) will not be established as the performance standards will ensure the important and relevant resource values are conserved.” As noted above, those decisions were affirmed by the BLM Director.</p> <p>Designation of an ACECs is a land use planning decision that was considered in the 2011 RMPA. ACEC designation was considered again in the Buffalo RMP revision process. And again management direction for the RMPA was deemed sufficient to conserve the relevant and important values of the area (ARMP Decision #ACEC-7003, page 152).</p> <p>The comment raises no information about the FCPA that was not already considered in the RMPA and ARMP processes.</p>

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			<p>Reconsideration of recent ACEC proposals does not meet the purpose and need of the proposed leasing action.</p> <p>Again, the 2015 annual monitoring report affirms the RMPA decisions are working effectively: some performance standards are trending downward while others are trending upward; the elk herd population is thriving, well above objectives; use of critical ranges is occurring at or above baseline levels; and reclamation efforts are progressing successfully.</p>
14	PRBRC	<p>At the time of the Fortification Creek Area RMP Amendment, the area was leased. As such, the RMP Amendment did not consider whether or not new leases should be issued. Instead, BLM’s analysis focused on how existing leases should be developed. Now that leases have expired, BLM has the opportunity – and in fact the need – to fully screen these parcel areas and make a decision about whether the area should be leased. Such a decision would be consistent with the Buffalo Field Office RMP, recently revised, which allows the area to be open to leasing but also bases its decision on the Fortification Creek Area RMP Amendment (which again assumed the area was already leased).</p> <p>Proper lease screening for the area, and protection of multiple-use attributes, such as elk herd security habitat and crucial range and lands with wilderness characteristics, necessitate deferral of leasing of areas adjacent to the Wilderness Study Area. BLM should fully consider deferral of these lease parcels.</p> <p>In doing so, BLM should also consider the advantages to existing leases of deferring these parcels from leasing. Preventing development in these parcels would protect elk habitat and otherwise help operators meet the Fortification Creek Area RMP’s objectives, potentially allowing a greater level of development of existing leases.</p>	<p>The FCPA, other than the Fortification Creek Wilderness Study area (WSA), has been and remains open to oil and gas leasing based on the Buffalo RMP (1985), and now the Buffalo ARMP (2015). The RMPA amended the 1985 Buffalo RMP to implement a performance based approach to oil and gas development, but did not alter the leasing allocation decision (open to leasing) for these lands. The Buffalo ARMP carried forward the RMPA and also affirms these lands remain open to oil and gas leasing (Decision #O&amp;G-2002).</p> <p>As noted throughout this EA, appropriate stipulations from the Buffalo ARMP will be applied to the 11 lease sale parcels in the FCPA, including the specific stipulations to implement the RMPA performance based measures.</p>
15	PRBRC	<p>Additionally, citizens have petitioned for – and BLM has at times considered – an Area of Critical Environmental Concern (ACEC) in and around the Wilderness Study Area. One of the reasons an ACEC never went forward was because of the existing oil and gas leases. Now that leases have expired, the ACEC should be reconsidered.</p> <p>Not leasing these parcels presents a significant opportunity for BLM that should be fully explored before a decision is made.</p>	<p>A decision to not designate the FCPA as an Area of Critical Environmental Concern (ACEC) was made on August 5, 2011, when the RMPA decision record was signed, stating, “The citizen proposed Area of Critical Environmental Concern (ACEC) and a Wildlife Habitat Management Area (WHMA) will not be established as the performance standards will ensure the important and relevant resource values are conserved.” As noted above, those decisions were affirmed by the BLM Director.</p> <p>Designation of an ACECs is a land use planning decision that was considered in the 2011 RMPA. The comment raises no information about the FCPA that was not already considered in in the RMPA and ARMP processes. Reconsideration of recent ACEC proposals does not meet the purpose and need of the proposed leasing action.</p>
16	PRBRC	<p>Presence of Lands with Wilderness Characteristics Necessitates Lease Deferral In Appendix D, BLM identifies that parcels 227-231 &amp; 255, all of which border the Fortification Creek WSA, meet the criteria for lands with wilderness characteristics.</p>	<p>The Buffalo ARMP identifies lands with wilderness characteristics units and designates them as special emphasis areas, to be managed as VRI Class II areas (Decision VRM-</p>

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		<p>Additionally, the Appendix incorrectly states that all of the parcels are not within a citizen proposed wilderness area when in fact there has been citizen proposed wilderness in the area, including an area to the west and an area to the southeast of the WSA (see below).</p> <p>BLM should defer leasing the parcels with wilderness characteristics, and especially in areas surrounding the WSA.</p> <p>A buffer around the WSA is critical. The BLM is required to maintain the nature of the WSA under the Wilderness Act. Unfortunately, the Fortification Creek Area RMP EA admitted that all development alternatives will have impacts that “would degrade the wilderness character of the WSA.” EA at 4-142, 4-143. Past permitting actions within the yearlong range and future permitting within the Fortification Creek Area will result in elk concentrating in the WSA. This concentration will likely result in two very significant impacts: degradation of the habitat (and wilderness values) in the WSA and a corresponding substantial decline in elk population. Under FLPMA, BLM cannot legally allow these impacts to occur.</p>	<p>5005). Only one area within the Face of the Bighorns ERMA was identified as a land with wilderness characteristics unit in the ARMP. None of the lease sale parcels intersects this area.</p> <p>Wilderness Decision LWC-6002 provides specific direction that lands with wilderness characteristics will be managed to protect wilderness characteristics, and will include:</p> <ul style="list-style-type: none"> <li>• Closing the area to motorized use</li> <li>• Managing for visual resources as Class II</li> <li>• <i>Leasing fluid minerals</i> (emphasis added) with a NSO stipulation with no exceptions, modifications or waivers</li> <li>• Recommending withdrawal to locatable mineral entry</li> <li>• Closing the areas to salable mineral development</li> <li>• Excluding ROW</li> <li>• Prohibiting renewable energy development</li> <li>• Prohibiting commercial woodcutting unless it is a byproduct of an environmental restoration effort</li> <li>• Prohibiting all other surface-disturbing activities not compatible with retaining or enhancing the area’s natural values</li> </ul> <p>Relative to parcels 227, 228, 239, 230, 231 and 255 in Appendix D, Wilderness Review Checklist for Oil and Gas Lease Parcels, the screen results were incorrectly reported. Each of these parcels is adjacent to the FCPA boundary, which surrounds the Fortification Creek WSA. There are mechanically constructed and maintained roads forming the WSA boundary, and therefore, there are no lands outside the WSA large enough to meet the 5,000 acres roadless criterion.</p> <p>As to parcels 197 and 215 in Appendix D, the screen results incorrectly reported these parcels as containing wilderness characteristics. As noted above, only one area within the Face of the Bighorns ERMA was identified as a land with wilderness characteristics unit in the ARMP. Neither parcel 197 or 215 intersects this area; therefore, they are not within a lands with wilderness characteristics parcel.</p> <p>The lease sale EA in Section 1.7 (page 14) correctly summarizes the lands with wilderness characteristics review for the Buffalo Field Office, noting that none of the parcels meet the first criteria and do not qualify. Appendix D will be corrected in Version 2 of the EA.</p> <p>Regarding the BLM’s inventory of wilderness characteristics on</p>

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			<p>public lands, Section 201(a) of FLPMA requires:</p> <p>The Secretary shall prepare and maintain on a continuing basis an inventory of all public lands and their resource and other values (including, but not limited to, outdoor recreation and scenic values), giving priority to areas of critical environmental concern. This inventory shall be kept current so as to reflect changes in conditions and to identify new and emerging resource and other values. The preparation and maintenance of such inventory or the identification of such areas shall not, of itself, change or prevent change of the management or use of public lands.</p> <p>As the language of the statute acknowledges, preparation and maintenance of an inventory or identification of areas (such as lands with wilderness characteristics) shall not, of itself, change or prevent change to the management of public lands. BLM Manual Section 6320.06 provides the following direction:</p> <p>Consistent with FLPMA and other applicable authorities, the BLM will consider the wilderness characteristics of public lands when undertaking land use planning. The BLM will use the land use planning process to determine how to manage lands with wilderness characteristics as part of the BLM’s multiple-use mandate.</p> <p>So, while the BLM will consider wilderness characteristics on public lands as a resource when making decisions in the context of multiple-use management, the Manual directs the BLM to use the RMP process in making the determination as to how to manage lands with wilderness characteristics. In this case, the ARMP did not close the lands with wilderness characteristics to oil and gas leasing or prioritize protection of wilderness characteristics over other multiple uses.</p> <p>The 2015 annual monitoring report notes a declining trend in use of the FCPA seasonal ranges, but counters with an increasing herd population and casual observations that the elk are spreading out and utilizing their full seasonal ranges rather than concentrating in the WSA.</p>
17	PRBRC	One solution is to implement an ACEC as described above. This will provide a buffer around the WSA and would allow BLM to maintain the integrity of the WSA as required by FLPMA. One of the management prescriptions of an ACEC should be a “no leasing” buffer around the WSA.	A decision to not designate the FCPA as an Area of Critical Environmental Concern (ACEC) was made on August 5, 2011, when the RMPA decision record was signed, stating, “The citizen proposed Area of Critical Environmental Concern (ACEC) and a Wildlife Habitat Management Area (WHMA) will not be established as the performance standards will ensure the

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			<p>important and relevant resource values are conserved.” As noted above, those decisions were affirmed by the BLM Director.</p> <p>Designation of an ACECs is a land use planning decision that was considered in the 2011 RMPA. The comment raises no information about the FCPA that was not already considered in in the RMPA and ARMP processes. Reconsideration of recent ACEC proposals does not meet the purpose and need of the proposed leasing action.</p> <p>The FCPA, other than the Fortification Creek Wilderness Study area (WSA), has been and remains open to oil and gas leasing based on the Buffalo RMP (1985), and now the Buffalo ARMP (2015). The RMPA amended the 1985 Buffalo RMP to implement a performance based approach to oil and gas development, but did not alter the leasing allocation decision (open to leasing) for these lands. The Buffalo ARMP carried forward the RMPA and also affirms these lands remain open to oil and gas leasing (Decision #O&amp;G-2002)..</p>
18	PRBRC	<p>Support for Lease Stipulations</p> <p>If the leases move forward, we want to affirm that irrespective of the NEPA deficiencies discussed below, we support the controlled surface use (CSU) lease stipulations being applied to the Fortification Creek Area parcels. These lease stipulations are necessary to ensure compliance with BLM’s mitigation plan and to protect the elk herd and other important natural resources of the area.</p> <p>That said, past leases in the area also contained no surface occupancy (NSO) lease stipulations, especially in areas with steep slopes, areas with severe erosion hazard, areas with sensitive soils, and areas with limited reclamation potential. These areas should not be open for oil and gas development as they are by definition difficult – if not impossible – to reclaim. BLM should add back in NSO lease stipulations for these lease parcels. These NSO lease stipulations are distinct from stipulations to protect the elk herd and its habitat.</p>	<p>As noted throughout this EA, appropriate stipulations from the Buffalo ARMP will be applied to the 11 lease sale parcels in the FCPA, including the specific stipulations to implement the RMPA performance based measures.</p> <p>Oil and gas lease stipulations are developed through the RMP process, and can only be revised through that process.</p> <p>Leases are typically fairly large, whereas areas with steep slopes, severe erosion hazard, and limited reclamation potential are small areas; meaning those characteristics are not likely present across an entire lease, and likely there are areas within the lease that can be successfully reclaimed. That is why the ARMP determined a CSU stipulation was appropriate, such that development can be steered towards reclaimable areas.</p>
19	PRBRC	<p>Comments on the EA</p> <p>While the Fortification Creek RMP Amendment authorized new coalbed methane (CBM or CBNG) development in the area, because of the downturn in natural gas prices, the wells contemplated in the plan were never drilled. Now operators appear to be interested in developing the area – not for CBM – but for hydraulically fractured deep oil as evidenced by these lease nominations. As discussed below, the Fortification Creek RMP Amendment did not anticipate the scale of impact caused by large multi-well pads required for hydraulically fractured deep oil wells and is therefore not sufficient for the purposes of NEPA for analyzing the impacts of developing the proposed lease parcels for deep oil. As such, in order to protect the important multiple-use attributes of the area,</p>	<p>The RMPA, the PRB EIS and the Buffalo ARMP address oil and gas development based on RFPs that consider both conventional and CBNG development. The analysis of conventional oil and gas development in the ARMP (May 2015) discloses the potential, general impacts associated with both CBNG and traditional oil and gas development, and includes a discussion of hydraulic fracturing, including increased traffic, fluid handling and disposal. This EA tiers to the analysis in those documents.</p> <p>The ROD for the PRB EIS was signed on April 30, 2003, approving the project and the analysis therein, and also amending</p>

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		<p>this leasing EA must properly disclose impacts to the Fortification Creek Area and consider measures to mitigate impacts distinct from mitigation measures in the RMP Amendment. At the very least, the EA should consider the effectiveness of the RMP Amendment mitigation measures as they apply to reasonably foreseeable deep oil development in the area.</p> <p>In spite of proposing eleven parcels for development in the Fortification Creek Area, remarkably, the EA does not discuss any impacts specific to the Fortification Creek Area.</p> <p>The EA merely states: Eleven parcels in the BFO are in the Fortification Creek Planning Area, located in Campbell, Johnson, and Sheridan counties, encompassing 100,655 acres. Fortification Creek is an area described as requiring special management in the Powder River Basin Oil and Gas Project Environmental Impact Statement (PRB EIS). It is home to a resident elk herd, a Wilderness Study Area (WSA), and has large areas of steep slopes and sensitive soils.</p> <p>The BFO released the Decision Record and Approved Resource Management Plan Amendment (RMPA) for the Fortification Creek Planning Area on August 5, 2011. The DR approves oil and gas development in a phased approach with performance standards to protect elk and their habitat, and to protect highly erodible soils. Operators are responsible for demonstrating how they will achieve the elk and reclamation performance standards in order for the BLM to process APDs. The decision also requires a monitoring program to ensure compliance with the performance standards. Parcels in the Fortification Creek Planning Area are in Appendix A, Affected Environment Table, Column K, Special Management Areas.</p> <p>Parcels in the Fortification Creek Planning Area have a CSU in which surface-disturbing and disruptive activities will only be approved with adequate mitigation to ensure compliance with the Fortification Creek RMP Amendment (BLM 2011) performance standards. Prior to surface disturbance within the Fortification Creek Planning Area a mitigation plan (Plan) must be submitted to the BLM by the applicant as a component of the APD (BLM Form 3160-3) or Sundry Notice (BLM Form 3160-5) Surface Use Plan of Operations. The operator will not initiate surface-disturbing activities unless the BLM authorized officer has approved the Plan (with conditions, as appropriate) within the Fortification Creek Planning Area (Map 3-36).</p> <p>This CSU is to protect the viability of the Fortification elk herd and facilitating ecosystem reconstruction in the stabilization of disturbed areas. Parcels with Fortification Creek Planning Area CSU stipulations as referenced in Appendix A, Affected Environment Tables, Column K, Special Management Areas, can be located in Appendix C, HPD Parcel Lease Lists, for legal descriptions of parcels with exact wording of stipulation applied.</p> <p>Phased Development</p>	<p>the 1985 Buffalo RMP. The ROD states that, “The RMP Amendments approved by this ROD do not change the decisions of the 1985 RMPs relative to the availability of lands for oil and gas development.”</p> <p>The proposed action in the PRB EIS is stated in Chapter 2, on page 2-9, and clearly recognizes the primary focus of CBM development (projecting an additional 39,367 CBM wells), but also clearly recognizes that conventional oil and gas development—termed non-CBM development—will continue (projecting 3,200 conventional oil and gas wells). The proposed action was developed from the industry proposal and the BLM’s RFD scenario. Recognizing the differences in development techniques and needs, CBM and non-CBM development are discussed separately, but commensurate with the anticipated levels of development for each technique.</p> <p>Alternative 2 was developed specifically to respond to issues driven by CBM development (handling of produced water and compression of gas), but not to the exclusion of non-CBM development (page 2-45). Non-CBM development often generates produced water, and may also necessitate gas compression. Alternative 3, the no action alternative, likewise addressed CBM and non-CBM development (page 2-62), albeit in the context of development occurring on non-Federal minerals.</p> <p>Appendix A to the PRB EIS is the RFD prepared in 2001. In the summary (page 1), the RFD states, “Where appropriate, the coalbed methane (CBM) resource is discussed separately from conventional oil and gas.”</p> <p>Chapter 4 of the PRB EIS, addressing environmental consequences of the alternatives gives due consideration to both CBM and non-CBM development impacts (e.g., from page 4-34, “Overall, implementation of this alternative [Alternative 1] would disturb almost 202,400 acres of soils (193,589 acres for CBM facilities and 8,800 acres for non-CBM facilities))”.</p> <p>Notably, the environmental consequences for Alternative 1 concerning elk states on page 4-201, “This analysis applies primarily to elk and elk ranges that occur within the Fortification Creek area in the Upper Powder River sub-watershed. This area contains several overlapping elk ranges and is expected to experience disturbance from the construction and operation of CBM wells, non-CBM wells, compressors, and water handling</p>

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		<p>The EA neglects to disclose that the Fortification Creek Area RMP Amendment only included CBM proposals, not hydraulically fractured deep oil development located on large 6 multi-well pads. The Fortification Creek RMP Amendment Decision Record says “The pace of coalbed natural gas (CBNG) development will be based on the performance standards and the geographic phases, following an orderly ‘bolt on’ approach” . . . CBNG development is expected to generally follow the three geographic phases.” The plan and its NEPA analysis only considered CBM. It is therefore not sufficient to use to consider the reasonably foreseeable environmental impacts that will result from hydraulically fractured deep oil development in the area.</p> <p>The new wave of hydraulically fractured deep oil development is much different than CBM development. While there are typically fewer wells, the wells are found on much larger well pads. The wells also take much longer to drill, thus creating longer term disturbance of the area. There is also a greater amount of truck traffic and associated infrastructure. None of these impacts were considered and mitigated in the Fortification Creek Area RMP Amendment.</p> <p>Additionally oil development often is applied for APD by APD, not POD by POD, which may present some challenges for BLM applying the mitigation framework identified in the Fortification Creek Area RMP Amendment.</p> <p>In responding to these comments, BLM should affirm that the CSUs for the proposed lease parcels include the requirement for phased development as identified in the Fortification Creek Area RMP amendment, regardless of the oil and gas resource being developed. In doing so, BLM should fully explain what phased development means in the case of multi-well pads for hydraulically fractured deep oil resources, and disclose whether the plan needs to be reconsidered or revised to better address this new type of development.</p> <p>Need to Disclose Impacts of Reasonably Foreseeable Development</p> <p>Deep oil development is the reasonably foreseeable use of these leases. No operators are actively drilling CBM wells at this time given the historically low prices for natural gas. If these parcels are leased they will almost assuredly be developed for deep oil as that is the only economically viable use of the leases. Therefore, BLM should ensure that the Fortification Creek Area RMP Amendment applies to deep oil development, which may require an amendment to the plan because of the use CBNG in the Decision Record. This analysis must be completed prior to additional leasing and subsequent development of the area.</p> <p>Instead of doing the required NEPA analysis in this EA, BLM argues that “Additional separate NEPA analysis will be required at the development stage to analyze project-specific impacts associated with exploration and development of the lease. That site-specific environmental documentation would address the site-specific analysis for each proposed well location.” EA at 12. However, categorical exclusions often prevent site</p>	<p>facilities. Elk ranges exist outside of the Fortification Creek area along the southern and western boundaries of the Project Area but would be disturbed only by the construction of non-CBM wells.”</p> <p>Table 3.7 (pages 90-92) in the ARMP includes the decisions related to fluid mineral resource management. Table 2.12 (page 50) provides similar decisions for fluid mineral resource management specific to Greater Sage-grouse habitat. Decision O&amp;G-2002 (page 91) provides that all oil and gas mineral estate is open to leasing unless specifically identified as closed to mineral leasing. Appendix O (page 601) describes in detail the oil and gas development process, from exploration to production, and Appendix B (page 223) describes in greater detail the lease stipulations contained in the Buffalo ARMP.</p> <p>From the above it is evident the NEPA documents referenced and tiered to in this EA contemplated both CBM and non-CBM development, and disclosed the impacts of both drilling techniques.</p> <p>The PRB EIS (page 4-56) discloses impacts of hydraulic fracturing in CBM wells. The ARMP in Appendix O, Section O.5.4 (page 617) discusses hydraulic fracturing, differentiating the process for traditional and CBNG wells.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The lease affords the operator the exclusive right to explore for oil and gas within the leased Federal mineral parcel. At the leasing stage there is no indication whether oil and gas exploration will actually occur on the parcel. Nor is there an indication where or how exploration might occur.</p> <p>The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can site-specific impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns.</p> <p>Since specific lease development operations cannot be reasonably foreseen at the leasing stage, any site specific impacts cannot realistically be analyzed in more detail at this time. Hydraulic fracturing is a specific development scenario. Should the parcel be sold and development proposed, a site-specific analysis of hydraulic fracturing (if proposed) would be contemplated and the</p>

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		<p>specific NEPA analysis at the APD stage. Thus, this leasing EA may be the only opportunity for BLM to fully analyze the environmental impacts associated with leasing and subsequent development of oil and gas resources. As such, it is incumbent upon the BLM to consider all environmental impacts that are reasonably foreseeable from development of the leases.</p> <p>It is BLM’s duty to consider impacts and alternatives to balance oil and gas development with other multiple uses of the public lands and resources in the proposed lease parcels before the irreversible and irretrievable commitment of leasing oil and gas resources is made. 42 U.S.C. §§ 4332(2)(C)(iii), (v) (requiring EIS to identify irreversible and irretrievable commitments of resources, 42 U.S.C. §4332(2)(E) (requiring consideration of alternatives where there are “unresolved conflicts concerning alternative uses of available resources”).</p> <p>In New Mexico ex rel. Richardson v. BLM, the U.S. Court of Appeals for the Tenth Circuit, reconciling decades of case law regarding the point at which site-specific NEPA analysis was required, explained that, “[l]ooking to the standards set out by regulation and by statute, assessment of all ‘reasonably foreseeable’ impacts must occur at the earliest practicable point, and must take place before an ‘irretrievable commitment of resources’ is made.” 565 F.3d 683, 718 (10th Cir. 2009) (citations omitted). Completing that “fact specific inquiry,” id., here compels the conclusion that the right of oil and gas lessees to exploit the Fortification Creek Area is subject to BLM’s responsibility to first complete the requisite pre-commitment planning and NEPA analyses to evaluate the additional impacts from full-field development. 30 U.S.C. § 226(p)(2) (requiring BLM to defer APD approval where it has not sufficiently completed the NEPA process); 43 C.F.R. § 3162.1(a) (subjecting oil and gas operating rights to applicable laws and regulations).</p> <p>At the very least, BLM must reconcile the Fortification Creek Area RMP Amendment’s NEPA analysis, which assumes CBM development in the area, with the now likely use of leases for hydraulically fractured deep oil development. Any additional – or distinct – impacts that may result from the reasonably foreseeable deep oil development must be disclosed and analyzed prior to leasing (i.e. the “irretrievable commitment of resources”).</p>	<p>impacts to resources affected will also be analyzed under that NEPA document. Nonetheless, incorporated by reference into the lease sale EA is Appendix E which contains a white paper on hydraulic fracturing that discloses the potential, general impacts of that process, including increased traffic, fluid handling and disposal.</p> <p>The State of Wyoming regulates hydraulic fracturing under Wyoming Oil and Gas Regulation, Chapter 3, Section 45.</p> <p>The FCPA specific lease stipulations will be applied to the 11 lease sale parcels in that planning area. The nature of the performance based approach allows for dynamic implementation and adaptive management.</p>
20	PRBRC	<p>Conclusion</p> <p>There are ample reasons why BLM should not lease the parcels in the Fortification Creek Area. However, should BLM proceed with leasing, given the lack of analysis in this EA disclosing reasonably foreseeable impacts from hydraulically fractured deep oil development in the special management area of the Fortification Creek Area, BLM should defer or deny leasing all parcels within the Fortification Creek Area until such impacts analysis is done.</p>	Refer to comment #19 above.
21	WildEarth Guardians (WG)	<p>The following are the lands and wildlife comments of WildEarth Guardians on the Wyoming BLM’s February 2017 Lease Sale EAs for the High Plains District and Wind River – Bighorn Basin (“WRBB”) District. Guardians will be submitting separate comments on these EAs on the subjects of climate change, the social costs of carbon, and air quality. For many years, the BLM has prioritized oil and gas leasing and development</p>	<p>Comments from WildEarth Guardians (WG) regarding the February 2017 Competitive Oil and Gas Lease Sale EA were submitted as a combined document for both the High Plains District (HPD) and the Wind River/Bighorn Basin District (WRBBD). As these are two distinct sales, in two distinct</p>

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		<p>over other multiple uses such as wildlife, watersheds, and public recreation. It is time for the BLM to restore some balance among resource uses in Wyoming, and render extractive industries more compatible with maintaining healthy ecosystems and public enjoyment of the land. Generally speaking, we would support a modified version of the BLM Preferred Alternatives adjusted to address our concerns, but in this case the problems with this proposed lease sale and its NEPA analysis are so pervasive that we recommend scrapping the entire effort and adopting the respective Alternatives A, the No Action alternatives.</p>	<p>districts, with two distinct EA's, responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA.</p>
22	WG	<p>We are confused about references in the WRBB EA to RFO parcels (see, e.g., WRBB EA at 1- 4). It does not appear that any nominated parcels in the Rawlins Field Office are included in this proposed lease auction. Please clarify this point.</p>	<p>The HPD cannot respond to comments referring to or directed toward the WRBB EA or area.</p>
23	WG	<p>BLM attaches a number of stipulations, most notably timing, Controlled Surface Use, and No Surface Occupancy stipulations, and relies upon them to reduce impacts to sensitive wildlife resources without ever analyzing the effectiveness of these stipulations. Many of these stipulations are known to be ineffective as outlined below.</p> <p>We concur with the intention to defer parcels entirely or in part based on the sage grouse screen, at the discretion of the State Director, totaling 61,923 acres in the High Plains District (High Plains EA at 4) and three parcels in the WRBB EA.</p>	<p>No response needed.</p>
24	WG	<p>Sage Grouse</p> <p>We remain concerned that sage grouse stipulations prescribed in BLM land-use plan amendments and revisions to protect greater sage grouse are scientifically unsound, legally invalid, and fail to grant an adequate level of protection to allow for the survival of greater sage grouse in the context of development on oil and gas leases, and therefore protest these parcels. Under BLM's greater sage grouse plan amendments and revisions, the agency made an explicit commitment to prioritize oil and gas leasing and development outside PHMAs (which include SFAs) and GHMAs. Particularly relevant to this lease sale:</p> <p>"Priority will be given to leasing and development of fluid mineral resources, including geothermal, outside of PHMAs and GHMAs. When analyzing leasing and authorizing development of fluid mineral resources, including geothermal, in PHMAs and GHMAs, and subject to applicable stipulations for the conservation of GRSG, priority will be given to development in non-habitat areas first and then in the least suitable habitat for GRSG." Casper, Kemmerer, Newcastle, Pinedale, Rawlins, and Rock Springs Field Offices Approved RMP Amendment for Greater Sage-Grouse at 24.</p> <p>"MR:2.3 Priority will be given to leasing and development of fluid mineral resources, including geothermal, outside of PHMA and GHMA. When analyzing leasing and authorizing development of fluid mineral resources, including geothermal, in PHMA and GHMA, and subject to applicable stipulations for the conservation of Greater Sage-Grouse, priority will be given to development in non-habitat areas first and then in the least suitable habitat for Greater Sage- Grouse." Worland Field Office Approved RMP at 29.</p>	<p>Responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA.</p> <p>Oil and gas stipulations are developed through the Resource Management Plan EIS process, including allocation decisions, in accordance with FLPMA. Changes to allocation decisions (or lease stipulations) require a planning amendment or maintenance action. Subsequently, all implementation decisions must be in conformance with the approved RMP.</p> <p>The BLM continues to assert that the impacts from an alternative that would consider not leasing in core is imbedded within the No Action alternative and its impacts are within the scope of the analysis. This comment provides no information which would change this determination.</p>

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		<p>“Priority will be given to leasing and development of fluid mineral resources, including geothermal, outside of Greater Sage-Grouse habitat. When analyzing leasing and authorizing development of fluid mineral resources, including geothermal, in priority habitat (core population areas and core population connectivity corridors) and general habitat, and subject to applicable stipulations for the conservation of Greater Sage-Grouse, priority will be given to development in non-habitat areas first and then in the least suitable habitat for Greater Sage-Grouse.” Buffalo Field Office Approved RMP at 90.</p> <p>To comply with this direction, BLM should require leaseholders to diligently explore for and develop all existing fluid mineral leases, prioritizing those outside sage grouse habitats, before any new leases are offered at auction inside designated sage grouse habitats. Thus, all sage-grouse parcels in both Core Area and General Habitat Management Area (“GHMA”) in this lease sale should be removed from the auction.</p> <p>Parcels WY-1702-004, 005, 007 through 011, 013 through 024, 029 through 034, 036, 037, 044 through 048, 052, 060, 061, 261 through 265, 282 through 285, 288 through 301, 303, 304, 306, 307, 315, and 316 are completely or partially within sage grouse Core Areas. ‘No leasing in Core Areas’ is one reasonable alternative. National Technical Team recommendations must be analyzed in detail as an alternative, and leasing Core Area lands regardless of what screening mechanisms they have been subjected to will violate CEQ guidance and the RMP direction to prioritize leasing and development outside Core Areas and GHMAs. Please note that the National Technical Team did not recommend screening parcels inside Core Areas for at least 11 square miles of unleased federal mineral estate before closing federal lands to future leasing.</p> <p>We agree with BLM’s recommendations to defer in whole or in part the offering of Parcels 4, 5, 9, 10, 10, 11, 12, 15, 16, 17, 22, 23, 30, 31, 32, 33, 34, 36, 48, 60, 62, 267, 268, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 285, 286, 287, 293, 294, 295, 297, 299, 300, 301, 302, 303, 304, 306, 317, 327, and 328, which fall entirely or partially within Core Areas. It is a wise decision to defer the long-term commitment of mineral leases in areas that are sensitive sage grouse habitats. This is consistent with the Presidential Memorandum of November 6, 2015 titled “Mitigating Impacts on Natural Resources From Development and Encouraging Related Private Investment,” which directs federal agencies “to avoid and then minimize harmful effects to land, water, wildlife, and other ecological resources (natural resources) caused by land- or water-disturbing activities... .” 80 Fed. Reg. 68743, 68744. This Presidential Memorandum also directs agencies to identify areas “where natural resource values are irreplaceable;” sage grouse habitats clearly fall into this category, as there is no demonstrated possibility of creating or restoring sage grouse habitats once they have been destroyed due to the fragility and long recovery times of the sagebrush habitats upon which the grouse depend.</p> <p>Parcels 7, 8, 13, 14, 18, 19, 20, 21, 24, 29, 37, 44, 45, 46, 47, 52, 61, 261, 262, 263, 264, 265, 282, 283, 284, 288, 289, 290, 291, 292, 296, 296, 298, 307, 315, 316, 320, 327, and</p>	

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		<p>328 fall entirely or partially within Core Areas based on our leasing screens, yet are not earmarked for even partial deferral. Regardless of whether these parcels are within 11 square miles of contiguous unleased federal estate or not, BLM should defer leasing on these parcels as well in conformance with direction in the Wyoming Approved Greater Sage-grouse Resource Management Plan Amendment and related plan revisions establishing enhanced protections for sage grouse habitats. For this reason, these parcels should be deferred as well.</p> <p>We request that all parcels listed above be deferred from the lease sale. BLM should do its best to keep largely unleased areas of public land in designated sage grouse habitats unleased, regardless of mineral ownership patterns. Since 1965, grouse populations have declined significantly, and these declines continue in recent years, with the risk of sage grouse extirpation a sizeable threat over large portions of the species' range. These declines are attributable at least in part to habitat loss due to mining and energy development and associated roads, and to habitat fragmentation due to roads and well fields. Oil and gas development poses perhaps the greatest threat to sage grouse viability in the region. The area within 5.3 miles of a sage grouse lek is crucial to both the breeding activities and nesting success of local sage grouse populations. In a study near Pinedale, Wyoming, sage grouse from disturbed leks where gas development occurred within 3 km of the lek site showed lower nesting rates (and hence lower reproduction), traveled farther to nest, and selected greater shrub cover than grouse from undisturbed leks. According to this study, impacts of oil and gas development to sage grouse include (1) direct habitat loss from new construction, (2) increased human activity and pumping noise causing displacement, (3) increased legal and illegal harvest, (4) direct mortality associated with reserve pits, and (5) lowered water tables resulting in herbaceous vegetation loss. These impacts have not been thoroughly evaluated with full NEPA analysis.</p> <p>In addition, Parcels 27, 29, 27 through 40, 52 through 59, 61, 75 through 78, 85, 89, 90, 93, 94, 97, 98, 117 through 119, 147, 149 through 152, 154, 165, 166, 168, 169, 182, 190 through 199, 201 through 203, 205 through 208, 210 through 213, 215 through 218, 224 through 226, and 252 are outside designated Core Areas yet are in habitats of extreme high value as sage grouse habitat, and appear to be within General Habitat Management Area (GHMA) lands. In the Lander Field Office, 12,469.76 acres of GHMA across 10 unidentified parcels are included in the lease sale. WRBB EA at 3-21. These GHMA parcels should be deferred as well.</p> <p>BLM chose not to consider deferring all parcels that fall within sage grouse Core Areas and GHMAs. High Plains EA at 17, WRBB EA at 2-1. This alternative is a fully reasonable and well-reasoned option, and BLM provides no explanation for why it was not considered in detail; this failure is inconsistent with the precepts of NEPA. Neither IM referenced precludes BLM from adopting stronger protection measures for sage grouse than are explicitly prescribed under the guidance they contain. Under NEPA, BLM must consider a range of reasonable alternatives, including those that are outside the agency's authority to implement. In this case, such an alternative would be fully</p>	

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		<p>within BLM’s authority to implement; state office or national Instruction Memoranda are readily replaced without NEPA process.</p> <p>BLM’s failure to note parcels that overlap with sage grouse GHMA is a failure of NEPA’s baseline information and hard look requirements. All portions of these parcels falling within GHMA should be deferred as well, in order to implement the Mitigation Policy outlined earlier in these comments. The scientific information outlined elsewhere in these comments applies equally to GHMA, and the potential for significant impacts to sage grouse lek populations from oil and gas development springing from this lease sale is just as legally required in GHMA as in PHMA or SFA areas. In particular, the 0.25-mile ‘No Surface Occupancy’ buffers and 2-mile Timing Limitation Stipulations prescribed for PHMA under BLM plans have explicitly been tested and found to result in significant negative impacts to sage grouse populations in the context of oil and gas development. According to Apa et al. (2008), “Buffer sizes of 0.25 mi., 0.5 mi., 0.6 mi., and 1.0 mi. result in estimated lek persistence of 5%, 11%, 14%, and 30%.” BLM’s own NEPA analysis for a recent Miles City Field Office oil and gas leasing EA provides a thorough synopsis:</p> <p>“Sage grouse are offered species specific protections through a stipulation. Under Alternative B, ¼ mile NSO buffers and 2 mile timing buffers would apply where relevant. Based on research, these stipulations for sage grouse are considered ineffective to ensure that sage grouse can persist within fully developed areas. With regard to existing restrictive stipulations applied by the BLM, (Walker et al. 2007a) research has demonstrated that the 0.4-km (0.25 miles) NSO lease stipulation is insufficient to conserve breeding sage-grouse populations in fully developed gas fields because this buffer distance leaves 98 percent of the landscape within 3.2 km (2 miles) open to full-scale development. Full-field development of 98 percent of the landscape within 3.2 km (2 miles) of leks in a typical landscape in the Powder River Basin reduced the average probability of lek persistence from 87 percent to 5 percent (Walker et al. 2007a).</p> <p>According to Walker et al. (2007), Current lease stipulations that prohibit development within 0.4 km of sage-grouse leks on federal lands are inadequate to ensure lek persistence and may result in impacts to breeding populations over larger areas. Seasonal restrictions on drilling and construction do not address impacts caused by loss of sagebrush and incursion of infrastructure that can affect populations over long periods of time.</p> <p>In its 2010 Final Rule finding the greater sage grouse “warranted, but precluded” for listing under the Endangered Species Act, the U.S. Fish and Wildlife Service made the following observations based on the best available scientific and commercial information: The rationale for using a 0.4-km (0.25-mi) buffer as the basic unit for active lek protection is not clear, as there is no support in published literature for this distance affording any measure of protection... this distance appears to be an artifact from the 1960s attempt to initiate planning guidelines for sagebrush management and is not</p>	

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		<p>scientifically based (Roberts 1991).</p> <p>In light of the overwhelming scientific evidence that the application of 0.25-mile NSO buffers and 2-mile timing stipulations are grossly inadequate to conserve sage grouse and their habitats in GHMA (or indeed elsewhere), BLM cannot rely on such current, scientifically unsound and invalid stipulations for the issuance of oil and gas leases in GHMA.</p> <p>Many parcels in this lease sale are located within 5.3 miles of one or more active sage grouse leks. The lands within 5.3 miles of active leks are typically used for nesting, a sensitive life history period when sage grouse are sensitive to disturbance from oil and gas drilling and production activities. The current standard sage grouse stipulations that apply outside Core Areas are biologically inadequate, and their effectiveness has not been established by BLM. Indeed, scientific studies demonstrate that these mitigation measures fail to maintain sage grouse populations in the face of full-field development, and significant impacts in terms of displacement of sage grouse from otherwise suitable habitat as well as significant population declines have been documented. BLM should not issue these sage grouse parcels unless a rigorous set of stipulations, far stronger than those provided in the EA (such as NSO stipulations), are applied to the parcels. This should include at minimum 4-mile No Surface Occupancy stipulations around active leks as recommended by the BLM National Technical Team. If these stipulations are implemented together with even stronger measures for Core and Connectivity Areas, the BLM could make a credible case that impacts from leasing would not result in significant impacts.</p> <p>Outside Core Areas, current sage grouse lease stipulations provide an NSO stipulation of ¼ mile around active sage grouse leks. This is a ridiculously inadequate amount of protection for the lekking grouse during the breeding period, nevermind for hens nesting on lands surrounding the lek. Studies have shown that the majority of hens nest within 3 miles of a lek, and that a 5.3-mile buffer would encompass almost all nesting birds in some cases. For Core Areas, the most scientifically supportable metric for NSO buffers would be 2 miles from the lek to protect breeding birds (after Holloran 2005, finding impacts from post-drilling production extend 1.9 miles from the wellsite) and 5.3 miles to protect nesting birds, with the understanding that the impacts of drilling and production activity would extend into the NSO buffer area from wells arrayed along its edge.</p> <p>Because leks sites are used traditionally year after year and represent selection for optimal breeding and nesting habitat, it is crucially important to protect the area surrounding lek sites from impacts. In his University of Wyoming dissertation on the impacts of oil and gas development on sage grouse, Matthew Holloran stated, “current development stipulations are inadequate to maintain greater sage grouse breeding populations in natural gas fields.” (Notably, these exact stipulations are being applied by BLM in this lease sale for non-Core Area sage grouse habitat parcels). The area within 2 or 3 miles of a sage grouse lek is crucial to both the breeding activities and nesting</p>	

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		<p>success of local sage grouse populations. Dr. Clait Braun, the world’s most eminent expert on sage grouse, has recommended NSO buffers of 3 miles from lek sites, based on the uncertainty of protecting sage grouse nesting habitat with smaller buffers. Thus, the prohibition of surface disturbance within 3 miles of a sage grouse lek is the absolute minimum starting point for sage grouse conservation.</p> <p>Other important findings on the negative impacts of oil and gas operations on sage grouse and their implications for the species are contained in three studies recently accepted for publication. Sage grouse mitigation measures have been demonstrated to be ineffective at maintaining this species at pre-development levels in the face of oil and gas development by Holloran (2005) and Naugle et al. (2006). This study found an 85% decline of sage grouse populations in the Powder River Basin of northeastern Wyoming since the onset of coalbed methane development there.</p> <p>BLM states, “With application of SOPs, applied mitigation, required design features and COAs identified for Greater Sage-grouse under the proposed action and RMP amendments/revision, impacts caused by surface-disturbing and disruptive activities would be minimized.” High Plains EA at 55. There is insufficient information based on the agency’s NEPA analysis, considering the best available science, to support this statement.</p> <p>BLM has repeatedly failed to provide any analysis, through field experiments or literature reviews, examining the effectiveness of the standard quarter-mile buffers where disturbance would be “avoided.” There is substantial new information in recent studies to warrant supplemental NEPA analysis of the impacts of oil and gas development to sage grouse. It is incumbent upon BLM to consider the most recent scientific evidence regarding the status of this species and to develop mitigation measures which will ensure the species is not moved toward listing under the Endangered Species Act. It is clear from the scientific evidence that the current protections are inadequate and are contributing to the further decline of the bird’s populations.</p> <p>State agency biologists have reached a consensus that the Timing Limitation Stipulations proposed for sage grouse in this lease sale are ineffective in the face of standard oil and gas development practices. These stipulations have likewise been condemned as inadequate by the U.S. Fish and Wildlife Service and renowned sage grouse expert Dr. Clait Braun. The BLM itself has been forced to admit that “New information from monitoring and studies indicate that current RMP decisions/actions may move the species toward listing...conflicts with current BLM decision to implement BLM’s sensitive species policy” and “New information and science indicate 1985 RMP Decisions, as amended, may not be adequate for sage grouse.” Continued application of stipulations known to be ineffective in the face of strong evidence that they do not work, and continuing to drive the sage grouse toward ESA listing in violation of BLM Sensitive Species policy, is arbitrary and capricious and an abuse of discretion under the Administrative Procedures Act.</p>	

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		<p>The restrictions contained in the recent Wyoming Greater Sage-Grouse Resource Management Plan Amendments and revisions come nowhere close to offering sufficient on-the-ground protection to sage grouse leks. Within Core Areas, the IM allows surface disturbing activity and surface occupancy just six tenths (0.6) of a mile from occupied sage-grouse leks, a far cry from the science-based 4-mile buffer recommended by the BLM’s own National Technical Team, and inconsistent with the findings of Manier et al. (2014), who described the range of appropriate lek buffers as 3.1 to 5 miles. By acreage, a 0.6-mile buffer encompasses less than 4% of the nesting habitat contained within the 4-mile buffer recommended by agency experts, and therefore does essentially nothing to protect sensitive nesting habitats. Even less protective, restrictions outside Core or Connectivity Areas allow surface disturbing activities and surface occupancy as close as one quarter (0.25) of a mile from leks. BLM has too great an abundance of data to the contrary to continue with scientifically unsound stipulations. BLM should apply the recommendations of the National Technical Team instead, and in the meantime defer leasing until these recommendations can be formally adopted through the plan amendment/revision process.</p> <p>The vague stipulations included in BLM’s Notice of Competitive Oil and Gas Lease Sale for particular parcels do little to clarify to the interested public or potential lessees what restrictions might actually apply to protect sage grouse populations. For example, for some parcels, BLM imposes a Timing Limitation Stipulation and a Controlled Surface Use Stipulation. Such acceptable plans for mitigation of anticipated impacts must be prepared prior to issuing the lease in order to give the public full opportunity to comment, and to abide by the Department of Interior’s stated new policy to complete site-specific environmental review at the leasing stage, not the APD stage. Without site-specific review and opportunity for comment, neither the public nor potential lessees can clearly gauge how restrictive or lax “acceptable plans for mitigation” might be, and whether they comply with federal laws, regulations, and agency guidelines and policies. Thus, absent such review, the leases should not issue at all.</p> <p>BLM has the scientific information needed to recognize that any use of these parcels will result in further population declines, propelling the sage grouse ahead of other “priorities” on the ESA “candidate list.” Again, it is in all interested parties favor (conservation groups, potential lessees, BLM and other federal agencies) for BLM to determine specific “modifications” prior to issuing leases, such as NSO restrictions. If the BLM fails to do so through site-specific environmental review before the APD stage, the agency will violate the “jeopardy” prohibition in the Endangered Species Act and will not adhere to the directive of Secretary Salazar and the Department of Interior’s announced leasing reforms.</p> <p>We recommend against the sale of any lease parcels which contain sage grouse leks, nesting habitat, breeding habitat, wintering habitat and brood-rearing habitat. We request that these parcels be withdrawn from the lease sale. Failing withdrawal of the parcels, parcel-by-parcel NEPA analysis should occur (we have seen no evidence of this in the February 2017 Leasing EAs), and NSO stipulations must be placed on all lease parcels</p>	

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		<p>with sage grouse leks. In addition, three-mile buffers must be placed around all leks. It is critical that these stipulations be attached at the leasing stage, when BLM has the maximum authority to restrict activities on these crucial habitats for the protection of the species, and that no exceptions to the stipulations be granted. BLM's failure to do so will permit oil and gas development activities which will contribute to declining sage grouse populations and ultimately listing by the U.S. Fish and Wildlife Service as a threatened or endangered species, in violation of BLM's duty to take all actions necessary to prevent listing under its Sensitive Species Manual.</p> <p>In the past, BLM has noted that the deferral of sage grouse PHMA (sometimes termed "Core Area" in Wyoming) parcels is largely responsible for overall reductions in PHMA acreage leased and therefore reduced threats to sage grouse: The relatively subdued pace of new leasing in Core Areas is the direct result of the application of the BLM's sage-grouse leasing screen, whereby many parcels in recent sales have been deferred from sale until the sage-grouse RMP amendments and ongoing plan revisions are completed.</p> <p>Wind River – Bighorn Basin [WY] August 2015 Lease EA at 4-44, and see graph on same page. The cessation of deferral for PHMAs in this lease auction will reverse this progress.</p> <p>Since the greater sage grouse is a BLM Sensitive Species and remains an open possibility for listing under the Endangered Species Act in 2020, the leasing of these lands under biologically inadequate stipulations is a violation of BLM Sensitive Species Policy, and constitutes undue degradation of sage grouse habitats and populations. Because alternate stipulations that are indeed biologically sufficient are available, and their implementation would avert significant impacts to sage grouse populations, the impacts incurred as a result of developing the leases in question are completely unnecessary.</p> <p>The No Surface Occupancy stipulation of 0.6 miles surrounding lek locations is insufficient to prevent significant impacts to lek populations based on the best available science. No scientific study has ever recommended a 0.6-mile lek buffer. In Wyoming, Holloran (2005) examined thresholds of distance from oil and gas wells and access roads (accessing 5 or more wellpads), and found that significant impacts to sage grouse lek populations occurred when a well or access road was sited within 1.9 miles of a sage grouse lek, irrespective of whether the intrusion was visible from the lek itself. Manier et al. (2014) reviewed the available scientific literature and determined that buffers in the range of 3.1 to 5 miles from the lek were appropriate based on the best available science. A 0.6-mile NSO buffer does not fall within this range. The agency's own experts conducted an earlier review of the best available science (National Technical Team 2011) and recommended no future leasing in sage grouse Priority Habitats, and applying a 4- mile No Surface Occupancy buffer around leks for previously existing leases.</p> <p>The programmatic RMP allows a 5% level of surface disturbance within sage grouse</p>	

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		<p>Core Areas, a level of surface disturbance that is incompatible with maintaining sage grouse populations and preventing population declines caused by excessive habitat destruction and fragmentation. No scientific study supports this level of surface disturbance. The National Technical Team (2011) recommended a 3% disturbance cap, to be applied on a per-square-mile-section basis. Knick et al. (2013) found that virtually all active leks were surrounded by lands with less than 3% surface disturbance. No scientific study supports the 5% threshold.</p> <p>The recently adopted Greater Sage-Grouse RMP Amendments and Revisions RMP also prescribe the use of a Disturbance Density Calculation Tool (DDCT) or equivalent method (often called “project analysis area”) to arrive at the density of wellsites as well as the overall disturbance percentage. Because the DDCT area is always much larger than the project area when sage grouse leks are present within 4 miles of the project area boundary, this method always underestimates the density of disturbances in cases where sage grouse breeding habitat is potentially affected by development. This allows a density of development inside the project area that far exceeds scientifically determined thresholds at which significant sage grouse population declines occur. No scientific study has ever tested what would be the thresholds of disturbance causing significant impacts to sage grouse populations using a DDCT. The National Technical Team (2011), by contrast, recommends that well and disturbance densities be calculated on a square-mile-section basis, not using a larger area.</p> <p>Current stipulations to protect sage grouse from oil and gas-related noise are inadequate. Noise can mask the breeding vocalizations of sage grouse (Blickley and Patricelli 2012), displaces grouse from leks (Blickley et al. 2012a), and causes stress to the birds that remain (Blickley et al. 2012b). According to Blickley et al. (2010), The cumulative impacts of noise on individuals can manifest at the population level in various ways that can potentially range from population declines up to regional extinction. If species already threatened or endangered due to habitat loss avoid noisy areas and abandon otherwise suitable habitat because of a particular sensitivity to noise, their status becomes even more critical.</p> <p>Noise must be limited to a maximum of 10 dBA above the ambient natural noise level after the recommendations of Patricelli et al. (2012); the ambient noise level in central Wyoming was found to be 22 dBA (Patricelli et al. 2012) and in western Wyoming it was found to be 15 dBA (Ambrose and Florian 2014, Ambrose 2015; Ambrose et al. 2015). Attachment 1 provides a review of the relevant literature on noise including analysis that indicates sage grouse lek population declines once noise levels exceed the 25 dBA level. With this in mind, ambient noise levels should be defined as 15 dBA and allowable cumulative noise should be limited to 25 dBA in occupied breeding, nesting, brood-rearing, and wintering habitats, which equates to 10 dBA above the scientifically-derived ambient threshold.</p> <p>In addition, it is critically important for BLM to identify and protect winter concentration areas. See Attachment 2. Oil and gas development has known impacts on sage grouse</p>	

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		<p>(Doherty et al. 2008). Thus far, the location of these habitats remains largely undetermined. These lands should be closed to fluid mineral leasing, with Conditions of Approval applying NSO stipulations inside and within 2 miles of these areas. The proposal to simply apply timing stipulations to these areas is insufficient because it allows construction of wellpads and roads known to be deleterious to wintering sage grouse inside these key habitats as long as construction/drilling occurs outside the winter season, and further allows production-related activities throughout winter. Thus, the sage grouse may return to their winter habitats to find an industrialized, fragmented habitat that no longer has any habitat function due to the birds' avoidance of such areas. A recent study (Smith et al. 2016) demonstrates that Wyoming Core Areas do not provide sufficient coverage to protect important winter habitats for sage grouse. See Attachment 3.</p> <p>We remain concerned that development activities on the sage grouse parcels noted above will result in significant impacts to sage grouse occupying these parcels and/or the habitats nearby, and the BLM's programmatic NEPA underlying this lease sale does not adequately address these significant impacts in light of new information. Therefore, the requisite NEPA analysis to support the leasing of the sage grouse parcels listed above in the absence of an Environmental Impact Statement does not exist.</p>	
25	WG	<p>Conclusion Thank you for considering our comments on the February 2017 Leasing EAs. Currently, the action alternatives are not implementable absent full-scale EISs, as they will result in significant impacts to sage grouse, big game crucial ranges, and other sensitive resources. Even more work remains to be done on big game crucial ranges, and other sensitive wildlife habitats. We believe that the BLM should also go farther, deferring additional parcels on sensitive lands as outlined above and also applying more protective stipulations to the parcels that are approved for sale.</p>	<p>As stated in Section 1.4 (page 8) of the EA, pursuant to 40 CFR 1508.28 and 1502.21, the EA tiers to and incorporates by reference the information and analysis contained in the Environmental Impact Statements (EIS), Records of Decisions (ROD) and Approved Resource Management Plans (RMP) as revised or amended for the Buffalo, Casper and Newcastle field offices; therefore, a new EIS for leasing is not necessary.</p>
26	WildEarth Guardians Climate and Energy Program (WG Climate)	<p>The following are the comments of WildEarth Guardians Climate and Energy Program on the Environmental Assessments ("EAs") for the Bureau of Land Management ("BLM") Wyoming February 2017 oil and gas lease sale. Please provide notice to me at <a href="mailto:tream@wildearthguardians.org">tream@wildearthguardians.org</a> if further action, including but not limited to issuance of a finding of no significant impact, is taken on this lease sale. Please also provide notice when any period for a formal protest or pre-decisional objection is set or changed. Finally, if BLM ever analyzes site-specific climate emissions of an application for permit to drill, please inform me.</p>	<p>Comments from WildEarth Guardians, Climate and Energy Program (WG Climate) regarding the February 2017 Competitive Oil and Gas Lease Sale EA were submitted as a combined document for both the High Plains District (HPD) and the Wind River/Bighorn Basin District (WRBBD). As these are two distinct sales, in two distinct districts, with two distinct EA's, responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA.</p> <p>The HPD does not maintain a mailing list for your notification request; however, the information you are requesting is available to the public through the BLM Wyoming website NEPA link, which outlines the procedure for public involvement and comment in the NEPA process. <a href="http://www.blm.gov/wy/st/en/info/NEPA.html">http://www.blm.gov/wy/st/en/info/NEPA.html</a></p> <p>For more information about oil and gas and leasing and the leasing EAs, please visit the BLM Wyoming website at:</p>

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			<a href="http://www.blm.gov/wy/st/en/programs/energy/Oil_and_Gas.html">http://www.blm.gov/wy/st/en/programs/energy/Oil_and_Gas.html</a>
27	WG Climate	<p>For many years, the Bureau of Land Management has prioritized coal, oil, and gas leasing and related development over other uses of public land, such as protecting wildlife, watersheds, and public recreation. The error of this approach is increasingly obvious. In these NEPA documents and throughout the agency’s work, BLM fails to recognize that already existing federal coal, oil, and gas leases, if fully developed, would result in climate emissions that far exceed a safe and livable global temperature rise and would render our oceans too acidic for much existing marine life. BLM is choosing, contrary to federal law and without legally required disclosure, an unsafe climate for us and for future generations.</p> <p>After years of waiting, the Secretary of the Interior has finally taken initial action with respect to the federal coal program. The Secretary, following on the heels of the President’s 2016 State of the Union address, noted the tremendous impacts to taxpayers and the planet stemming from its coal leasing program. She ordered a programmatic environmental impact review of the coal program and shut down most new leasing until that review is complete. The exact same solution is needed for the public lands oil and gas program.</p> <p>Instead, with every new set of oil and gas leases, like the ones proposed here, BLM further breaks the global carbon budget for a livable climate, signals that other countries can behave just as irresponsibly, and increases the intensity of current and future catastrophic climate impacts. <i>See</i> The Potential Greenhouse Gas Emissions of U.S. Federal Fossil Fuels, EcoShift (August 2015) Ex. 1. As BLM dithers, solutions forced on the next generation become more onerous and more expensive.</p> <p>It should be noted: even a complete end to new leasing would leave massive public lands acreage in the hands of oil and gas companies. The Obama Administration has leased more than 10 million acres of public land (and 19.4 million acres in our oceans) to oil and gas companies. Approximately 65% of this land is not producing any oil or gas. In fact, using the government’s own projections for public lands and oceans oil and gas production, even with an end to leasing today, the backlog of existing leases would allow several decades of continual oil and gas production. Ex. 1A - Over-Leased: How Production Horizons of Already Leased Fossil Fuels Outlast Global Carbon Budgets, EcoShift (2016) at 1.</p> <p>As detailed below, the problems with this proposed lease sale and its compliance with the National Environmental Policy Act (“NEPA”) are such that BLM should adopt a no action alternative. In any case, it is clear that this NEPA analysis is inadequate to support project approval without supplemental analysis.</p>	<p>A discussion of Air Resources has been addressed in the EA in Section 3.3.1, beginning on page 18. A separate discussion of climate change has been added as an addendum in Appendix G.</p> <p>Land Use Plans or Resource Management Plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an Application for Permit to Drill is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p> <p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity development may occur. Additional NEPA compliance documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>The BLM also has acknowledged that climate science does not allow a precise connection between project-specific GHG emissions and specific environmental effects of climate change. This approach is consistent with the approach that federal courts have upheld when considering NEPA challenges to BLM federal coal leasing decisions. <i>WildEarth Guardians v. Jewell</i>, 738 F.3d 298, 309 n.5 (D.C. Cir. 2013) <i>WildEarth Guardians v. BLM</i>, , 8 F. Supp. 3d 17; 34 (D.D.C. 2014)</p> <p>The BLM currently has not issued formal policy or guidance that provides direction for analyzing climate change and GHGs in NEPA per CEQs final guidance issued August, 2016. The BLM continues to analyze these impacts in NEPA analyses completed for site-specific development proposals. This EA has tiered to, and incorporated by reference, the projected GHG emissions calculated for each FO’s Reasonably Foreseeable Development scenario which is the expected number of wells based on reservoir potential.</p>
28	WG Climate	<p><b>Failure to Identify Federal Surface Acreage Offered</b>  An EA that evaluates a sale of federal land rights but which fails to divulge the acreage of the federal surface rights conveyed certainly violates NEPA. I could be wrong about this, but as far as I can tell, BLM has failed in its February 2017 Competitive Oil &amp; Gas</p>	<p>The HPD cannot respond to comments referring to or directed toward the WRBBD EA or area.</p>

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		<p>Lease Sale Wind River/Bighorn Basin EA (“WRBBD EA”) to inform the decision maker or the public of the federal surface acreage BLM is leasing. If that information is in the EA, it is certainly not presented in a manner that makes it readily available.</p> <p>If this is the case, BLM must supplement its EA and identify the federal acreage it is leasing. BLM Wyoming ignores a great deal of relevant information to hide impacts of its oil and gas leasing program on the federal estate, but hopefully even BLM will agree that it cannot lease federal lands without identifying how much surface acreage it is leasing. For this reason alone, the EA must be supplemented or the no action alternative chosen.</p>	
29	WG Climate	<p><b>BLM Again Fails to Follow the Council on Environmental Quality Guidance on Climate Change and NEPA</b></p> <p>Well before this document was completed, a December 2014 release of the Council on Environmental Quality’s (“CEQ”) “Revised Draft Guidance for Greenhouse Gas Emissions and Climate Change Impacts” (“Draft Guidance”) was provided to BLM. Ex. 2. That guidance has now been updated and finalized on August 1, 2016 as the “Final Guidance for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate change in National Environmental Policy Act Reviews” (“Final Guidance”). Ex. 2A. In most important respects, the Final Guidance adheres to the principles laid out in the Draft Guidance. BLM continues to ignore most of the requirements set forth in either version. That such behavior is widespread throughout BLM’s oil and gas program suggests a failure of leadership at the highest levels of the Department and the Administration.</p> <p><u>A programmatic EIS is necessary</u></p> <p>Put simply, BLM is failing to describe or to analyze climate impacts from its oil and gas program and these NEPA documents are no exception. The repeated pattern and practice of such failure suggests that only a programmatic analysis at the national level can address this shortcoming. In fact, a programmatic analysis is exactly what the CEQ Guidance calls for. The Draft Guidance suggested that for “long-range energy” actions, “it would be useful and efficient to provide an aggregate analysis of [greenhouse gas] emissions or climate change effects in a programmatic analysis and then incorporate by reference that analysis into future NEPA review.” Draft Guidance at 29. The Final Guidance repeats that call. Final Guidance at 31. The final guidance suggests that “[examples of project- or site-specific actions that may benefit from being able to tier to a programmatic NEPA review include: . . . issuing leases for oil and gas drilling.” Final Guidance at 32. The lack of climate analysis of this long-range energy action demonstrates that this office, along with other state offices as demonstrated in other recent oil and gas leasing EAs, is incapable or unwilling to undertake adequate review of greenhouse gas (“GHG”) emissions or climate change effects. This is exactly why the CEQ Guidance is correct in calling for programmatic analysis of climate emissions and effects for programs like the BLM oil and gas leasing program. Thus, the CEQ Guidance creates an expectation that BLM would undertake a programmatic EIS of its</p>	<p>A discussion of Air Resources has been addressed in the EA in Section 3.3.1, beginning on page 18. A separate discussion of climate change has been added as an addendum in Appendix G.</p> <p>Land Use Plans or Resource Management Plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an Application for Permit to Drill is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p> <p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity development may occur. Additional NEPA compliance documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>The BLM also has acknowledged that climate science does not allow a precise connection between project-specific GHG emissions and specific environmental effects of climate change. This approach is consistent with the approach that federal courts have upheld when considering NEPA challenges to BLM federal coal leasing decisions. <i>WildEarth Guardians v. Jewell</i>, 738 F.3d 298, 309 n.5 (D.C. Cir. 2013) <i>WildEarth Guardians v. BLM</i>, , 8 F. Supp. 3d 17; 34 (D.D.C. 2014)</p> <p>Neither DOI nor BLM has issued formal policy or guidance that provides direction for analyzing climate change and GHGs in NEPA per CEQs final guidance issued August 2016. The BLM continues to analyze these impacts in NEPA analyses completed for site-specific development proposals. This EA has tiered to,</p>

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		<p>oil and gas program, which it has thus far failed to do.</p> <p>BLM recently stated the following:</p> <p>CEQ recommends that an agency select the appropriate level of action for NEPA review at which to assess the effects of GHG emissions and climate change, either at a broad programmatic or landscape-scale level or at a project-specific level, and that the agency set forth a reasoned explanation for its approach. A specific example CEQ cited of a project-specific action that can benefit from a programmatic NEPA review is authorizing leases for oil and gas drilling. Given the aggregate nature of GHG contributions to global climate change, and the aggregate nature of climate change impacts to area-specific impacts analyzed in a field office NEPA document, it is readily apparent that the type of analysis suggested in the comments is more appropriate at a programmatic level, preferably at the regional or larger scale.</p> <p>BLM Utah Environmental Assessment for the May 2016 Oil and Gas Lease Sale (DOI-BLM- UT-C020-2016-0002-EA) at 24.</p> <p>It is a wonderful advancement in BLM’s thinking in at least one office to acknowledge the CEQ Guidance and agree with Guardians and CEQ that programmatic analysis is necessary to take a “hard look” at climate emissions and impacts as required by NEPA. However, merely acknowledging this lack of analysis is not a substitute for it. In fact, it is an admission that the hard look required by NEPA has not yet been taken. Such a statement is an admission that BLM’s current analysis is not legally sufficient to support project approval. We agree that it is necessary for proper implementation of NEPA for BLM State Offices to have a PEIS to tier to. Absent one, there are only two choices. Perform an equivalent analysis here or select the no action alternative. It would be reckless and illegal to do otherwise. BLM seems bent on continuing to choose the course of recklessness, both with regard to our climate and to the law.</p> <p>BLM appears to misconstrue the CEQ Guidance to imply that if climate change analysis cannot be done at the field office level, it need not be done at all. This is a misreading. Site- specific analysis is still required. Where an agency has chosen to ignore programmatic analysis in favor of site-specific climate analysis, it is required to “set forth a reasoned explanation” for that failure. Draft Guidance at 4, Final Guidance at 4. Absent programmatic analysis, BLM is still required to adequately analyze climate impacts and to “apply fundamental NEPA principles to the analysis of climate change through assessing GHG emissions” as per the Guidance and the law itself. Draft Guidance at 30. BLM has not done so in the relevant Resource Management Plans or in the NEPA documents under review. The failure to apply fundamental NEPA principles in analyzing climate emissions and effects in these NEPA documents or in tiered documents are obvious and unfortunate.</p> <p><u>BLM does not have the discretion to ignore existing information and tools and simply wave away emissions as insignificant</u></p>	<p>and incorporated by reference, the projected GHG emissions calculated for each FO’s Reasonably Foreseeable Development scenario which is the expected number of wells based on reservoir potential.</p> <p>The BLM will include additional climate change analysis in future NEPA documents in accordance with CEQ’s final guidance for addressing Greenhouse Gas Emissions and Climate Change Impacts in NEPA (August 2016). However, since leasing actions in and of themselves do not authorize any level of development to occur, emission-generating activities and quantitative analysis of such activities is not reasonably foreseeable and entirely speculative at the leasing stage. Any future development that may occur as a result of the lease sale will be further analyzed when specific development details are provided in order to complete an appropriate site-specific air quality analysis upon which mitigation decisions can be based.</p>

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		<p>The touchstone of any NEPA analysis is to take a hard look at impacts and provide useful information to decision makers and the public; the analysis of climate impacts is no different. Draft Guidance at 2. Such analysis does not require the development of new information or tools for analysis, but does require that existing information and tools are applied appropriately. Draft Guidance at 4. (Examples include but are not limited to air pollution models, reasonably foreseeable development scenarios, and emissions factors for various systems.) BLM should heed CEQ’s advice that providing climate change analysis will not only satisfy the critically important mandates of NEPA, but will also reduce the risk of litigation. Draft Guidance at 2.</p> <p>It is true that agencies have discretion in how to apply available information and tools, but the depth of this discretion is a function of the agency’s “expertise and experience” with climate change and its impacts. Draft Guidance at 5. It is clear that such expertise is largely absent in state BLM offices, including this office. For example, both EAs continue to labor under the ridiculous notion that, in 2016, climate science is in “its formative phase.” HPD EA at 13. This could result from the HPD EA being written without the aid of an air specialist and with the only physical scientist involved in no more than field visits. HPD EA at 58-59. While the WRBBD EA is equally deficient in climate change analysis, an air specialist was at least involved and the EA at least notes that climate change is a serious problem that could significantly increase local temperatures and reduce local area rainfall in the coming years. WRBBD EA at 3-9. Given this lack of experience and expertise at the state office, agency discretion to ignore the CEQ Guidance is at its low ebb. This is glaringly apparent at the district and field levels, again suggesting the need for national programmatic analysis of the BLM oil and gas leasing program. Slapping in some language from old EAs is not sufficient to meet NEPA requirements. “It is essential, however, that Federal agencies not rely on boilerplate text to avoid meaningful analysis, including consideration of alternatives or mitigation.” Draft Guidance at 5-6.</p>	
30	WG Climate	<p><u>Actual emissions, including from oil and gas use, must be analyzed for lease sales</u></p> <p>The core of any climate change NEPA analysis is an actual analysis of emissions. The principle focus of the CEQ Guidance is to alert agencies to the need to “quantify a proposed agency action’s projected direct and indirect GHG emissions.” Final Guidance at 4. There is not free pass given to BLM to ignore indirect impacts to our climate from its oil and gas leasing program. It should be noted, all estimates of future project emissions are speculative to some degree, but nonetheless required by NEPA whenever reasonably foreseeable. To estimate emissions here would not be difficult and has been and is being done by other BLM offices. BLM has all the information and tools necessary to do such an analysis.</p> <p>The repeated lack of analysis climate change analysis might be because BLM thinks that fossil fuel leasing is a special example that absolves it of this requirement to estimate emissions. CEQ, however, makes it a specific point to state that such estimates are required when leasing fossil fuels. For example, a federal lease sale for coal requires an</p>	<p>Should the leases be issued, and if proposed for developed in the future, impacts to air quality or climate change will be analyzed through additional site and project-specific NEPA analysis</p> <p>A discussion of Air Resources has been addressed in the EA in Section 3.3.1, beginning on page 18. A separate discussion of climate change has been added as an addendum in Appendix G.</p> <p>Land Use Plans or Resource Management Plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an Application for Permit to Drill is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p>

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		<p>estimate of resulting emissions, including “impacts associated with end-use of the fossil fuel.” Final Guidance at 16, FN 42; Draft Guidance at 12. Moreover, not just emissions, but the reasonably foreseeable long-term climate effects of such an action must be analyzed to fulfill NEPA’s mandate. Final Guidance at 18, Draft Guidance at 12.</p> <p>Please note, the Guidance is applicable to site-specific actions, like an individual lease, but also to “Federal land and resource management decisions,” like resource management plans. Final Guidance at 9, Draft Guidance at 8. Thus, GHG emissions and climate impacts should be analyzed in a Resource Management Plan, which was not done here, at the oil and gas leasing stage, which was not done here, and, at the application for permit to drill stage, which is generally not being done by BLM either. Put simply, NEPA analysis is required for all proposed Federal actions, 40 CFR § 1508.18, and the analysis of climate impacts is no different, Final Guidance at 9, Draft Guidance at 8.</p> <p>Emissions estimates are not limited only to the climate pollution that results from construction and production of fossil fuel projects. The “reasonably foreseeable effects” on our climate that must be analyzed under NEPA include those that come from “using the resource.” Final Guidance at 14, Draft Guidance at 12. Thus, the analysis of emissions from the burning of oil and gas must be included in oil and gas leasing NEPA analysis, which was not done here.</p> <p>There is a presumption that climate emissions are quantitatively analyzed; if BLM chooses to do otherwise, it must “explain its basis for doing so.” Final Guidance at 4, Draft Guidance at 16. “Quantification tools are widely available, and already in broad use in the Federal and private sectors, by state and local governments, and globally.” Final Guidance at 12. One basis for providing no more than a qualitative analysis is that the tools and information for producing quantitative analysis are not reasonably available. Final Guidance at 13, Draft Guidance at 15. If, however, such tools and information are available, BLM “should conduct and disclose quantitative estimates of GHG emissions.” Draft Guidance at 15. Again, such emissions estimates must include those from fossil fuel combustion. Draft Guidance at 15. Where such tools are not reasonably available, BLM should “provide a qualitative analysis and its rationale for determining that the quantitative analysis is not warranted.” Final Guidance at 13.</p> <p>BLM has not done so here, despite the fact that BLM has the tools and information to estimate project emissions. For years, BLM state offices have estimated fossil fuel production from lease sales so that they could tout the economic impacts of the proposed projects. BLM has shown it is capable of going one step further and converting production estimates into emissions estimates. <i>See, e.g.,</i> Ex. 3 – Utah BLM May 2015 Oil and Gas Lease Sale Environmental Assessment (December 2014) at 30-31. The U.S. Forest Service is also capable of estimating emissions from a BLM lease sale. <i>See, e.g.,</i> Ex. 4 – Pawnee National Grassland Oil and Gas Leasing Analysis Draft Environmental Impact Statement (August 2014) at 277-87 and Ex. 4A -- Previously Issued Oil and Gas Leases in the White River National Forest Draft Environmental Impact Statement,</p>	<p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity development may occur. Additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>The BLM also has acknowledged that climate science does not allow a precise connection between project-specific GHG emissions and specific environmental effects of climate change. This approach is consistent with the approach that federal courts have upheld when considering NEPA challenges to BLM federal coal leasing decisions. <i>WildEarth Guardians v. Jewell</i>, 738 F.3d 298, 309 n.5 (D.C. Cir. 2013) <i>WildEarth Guardians v. BLM</i>, , 8 F. Supp. 3d 17; 34 (D.D.C. 2014)</p> <p>This EA has tiered to, and incorporated by reference, the projected GHG emissions calculated for each FO’s Reasonably Foreseeable Development scenario which is the expected number of wells based on reservoir potential.</p> <p>CEQ’s guidance provides discretion for agencies to determine when a quantitative analysis and impact assessment for GHGs and climate change is appropriate:</p> <p>“Recommends that agencies select the appropriate level of action for NEPA review at which to assess the effects of GHG emissions and climate change, either at a broad programmatic level (e.g. landscape-scale) or at a project- or site-specific level, and then set forth a reasoned explanation for their approach.”</p> <p>The BLM will include additional climate change analysis in future NEPA documents in accordance with CEQ’s final guidance for addressing Greenhouse Gas Emissions and Climate Change Impacts in NEPA (August 2016). However, since leasing actions in and of themselves do not authorize any level of development to occur, emission-generating activities and quantitative analysis of such activities is not reasonably foreseeable and entirely speculative at the leasing stage. NEPA does not require speculation or quantitative analysis if development scenarios are unknown. Any future development that may occur as a result of the lease sale will be further analyzed when site-specific development details are provided in</p>

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		<p>Bureau of Land Management (November 2015). BLM Miles City Field Office also created aggregated estimates of emissions from years of foreseeable projects. Ex. 4B -- Miles City Proposed Resource Management Plan and Final Environmental Impact Statement (2015) at Chapter 4. Finally, the Four Rivers Field Office of Idaho utilized an emission calculator developed by air quality specialists at the BLM National Operations Center in Denver and a 2013 report prepared for BLM by Kleinfelder to estimate likely greenhouse gases that would result from leasing five parcels. <i>See</i> Ex. 4C -- “Little Willow Creek Protective Oil and Gas Leasing,” EA No. DOI- BLM-ID-B010-2014-0036-EA (February 10, 2015) and Ex. 4D -- Kleinfelder, “Air Emissions Inventory Estimates for a Representative Oil and Gas Well in the Western United States,” report prepared for Bureau of Land Management (March 25, 2013).</p> <p>Once BLM has an estimate of possible fossil fuels produced from a project, it is quite simple to calculate the climate emissions that will result from the combustion of those fuels. Likewise, BLM has the information to estimate construction and production emissions and can easily apply the existing and widely known scientific literature to estimate methane releases. If uncertainty must be handled by presenting a range of possible estimates, that is an acceptable practice under NEPA.</p> <p>Please note, although the CEQ Guidance suggests agencies’ should apply a rule of reason when determining the level of effort expended in analyzing GHG emissions, this is not a justification for avoiding a quantitative analysis for the project in question. First, as noted above, “[i]f tools or methodologies are available, . . . agencies should conduct and disclose quantitative emissions.” Draft Guidance at 15. Second, the rule of reason means “reasonably proportionate to the importance of climate change related considerations to the agency action being evaluated.” Draft Guidance at 14. Climate emissions from the BLM oil and gas leasing program have never been adequately evaluated at the programmatic, resource management plan, leasing, or applications for permit to drill levels. Onshore fossil fuels other than coal are currently responsible for a whopping 19% of federal leasing emissions. Ex. 5 - <i>Cutting Greenhouse Gas From Fossil-Fuel Extraction on Federal Lands and Waters</i> (CAP Report), Center for American Progress (March 19, 2015) at 4. That represents approximately 5% of all energy-related emissions in the U.S. <i>See</i> CAP Report at 1 noting total federal lands and waters energy-related emissions at 24% and multiplying by 19%. This is a huge and nationally important volume of emissions that has <i>never been analyzed under NEPA in any fashion</i>. Until BLM completes a quantitative analysis of emissions of its oil and gas leasing program at the programmatic level, there can be no doubt that emissions from individual federal lease sales warrant a quantitative estimate.</p> <p>Finally, the rule of reason still demands that BLM “ensure the professional and scientific integrity of [its] decisions and analysis.” Final Guidance at 30, FN 77; Draft Guidance at 14, citing 40 CFR § 1502.24. BLM offices still to this day often cannot admit of basic climate science conclusions. Calling climate science formative to dismiss the need for analysis, or claiming that the standard for such analysis is “certainty” lacks the required level of integrity.</p>	<p>order to complete an appropriate air quality analysis.</p> <p>Erroneous information included in the HPD EA (Section 4.3.1.2.2, page 50) will be removed. An addendum to the EA has been prepared to address climate change as it relates to oil and gas leasing in the HPD. Please refer to Appendix G.</p>

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		<p><u>Estimates of climate emissions need to be put in context and the social cost of carbon is an appropriate tool for doing so</u></p> <p>An estimate of emissions presented, without any context, means little to decision makers or the public. A ton or a gigaton of carbon dioxide equivalent (“CO2e”) has little meaning to all but those most deeply steeped in climate science. Thankfully, a simple tool that contextualizes emissions by translating tons of carbon into estimates of the costs to society of emitting that carbon is readily available. This social cost of carbon (“SCC”) evaluation tool is discussed in more depth in later sections.</p> <p>BLM has suggested in the past various reasons why the SCC is not an appropriate tool for contextualizing climate emissions. The CEQ Guidance recognizes that SCC estimates “vary over time, are associated with different discount rates and risks, and are intended to be updated as scientific and economic understanding improves.” Final Guidance at 33, FN 86; Draft Guidance at 16. These shortcomings, however, do not disqualify the methodology from use under NEPA or otherwise render it useless. <i>Id.</i> The CEQ Guidance discusses SCC solely in terms of cost-benefit analyses. <i>Id.</i> This discussion does not, however, in any way suggest that the SCC is an inappropriate tool for other aspects of NEPA analysis.</p> <p>These comments do not call for a cost-benefit analysis. Instead, we merely contend that once emissions estimates for a project exist, it is a simple calculation to cast those emissions estimates in terms of the costs to society from resulting climate change. Failure to do so is a failure to provide decision makers and the public with a critical context for understanding the importance of a particular amount of climate emissions.</p> <p>In summary, the CEQ Guidance provides a meaningful roadmap for BLM offices that are clearly struggling with their ability to present meaningful analysis of the climate impacts of their fossil fuel projects. This guidance is not binding, but it is not without effect. It represents the Executive Branch’s clearest and most extensive statement on what agencies must do to comply with NEPA standards. It is a benchmark, not an absolute standard. In that sense, the final guidance is of more significance than the draft. It is the more refined benchmark of the two. It is the best description of what agencies have always been responsible for doing, now made explicit. Unfortunately, BLM has failed to employ nearly every relevant point presented by CEQ. This alone renders the EA inadequate to meet the requirements of NEPA.</p> <p><b>BLM Fails to Analyze Climate Emissions or Impacts</b></p> <p>Here, BLM has failed to follow nearly every recommendation from the climate and NEPA experts at CEQ. The depth of that failure in the face of the enormity of the climate problem should be a shocking embarrassment for all involved.</p> <p>The WRBBD EA ignores NEPA’s requirement to analyze impacts at the earliest</p>	

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		<p>opportunity and instead promises to do so at the last opportunity, when an Application for Permit to Drill (“APD”) is submitted. WRBBD EA at 3-1, 3-4. This promise has several problems. First, failure to analyze emissions at the earliest opportunity is a violation of NEPA. Second, while BLM promises to analyze emissions later, on the same page BLM also admits that, once leased, “subsequent decisions could not conflict with the valid rights afforded by the lease.” WRBBD EA at 3-1. Analysis after an irretrievable commitment of resources is also a violation of NEPA. It is too late for BLM to analyze climate emissions after it believes it has already given up any right to mitigate those emissions. Third, BLM justifies a failure to analyze emissions because doing so here is “too speculative.” WRBBD EA at 3-1. As shown above, work by other BLM offices make clear this is simply false. It is reasonably foreseeable that leasing more than 12,000 acres of federal minerals, chosen by the oil and gas industry for oil and gas drilling, will lead to oil and gas production. It is the entire point of the federal oil and gas program. For BLM to pretend that it doesn’t know if oil and gas leasing will lead to oil and gas productions is preposterous. It is what has happened for a century. It is reasonably foreseeable that it will happen here. Fourth, the EA claims that the tiered RMPs adequately analyzed climate emissions and impacts. WRBBD EA at 3-1. A quick look at the cursory RMP climate analysis, devoid of quantitative analysis (or qualitative analysis with an explanation why quantitative analysis is not reasonable) makes clear that there is nothing significant to tier to. Finally, and perhaps most embarrassing, BLM Wyoming, despite its word, has not and is not analyzing climate emissions and impacts in its APD NEPA work. This failure is despite identical promises of APD climate analysis in earlier leasing EAs.</p> <p>BLM Wyoming uses the ePlanning system for providing NEPA document to the public. On August 20, 2016, I searched the system for all NEPA documents related to APD approval in FY 2016. For unknown reasons, documents for only two projects are available to the public. Those documents repeat the pattern seen throughout most BLM offices. Lease EAs promise that climate emissions and impacts analysis will occur in APD NEPA documents, but it almost never happens. The NCRU 14-29 APD and ROW EA (December 2015) and the Paw Paw Federal No. 1 APD and ROW EA (May 2016) fail to even mention the word “climate” or the phrase “greenhouse gas.” Ex. 6 and Ex. 6A. There is no climate analysis whatsoever. Because this has now happened repeatedly, it appears BLM is actively and consistently deceiving both the public and project decision makers. At some point, an Office of the Inspector General or Government Accountability Office investigation of this deception is probably warranted.</p> <p>With its do-it-later promise, BLM then proceeds without even bringing climate change forward as a issue for further analysis. WRBBD EA at 3-14. This treatment of climate impacts from oil and gas leasing is both immoral and illegal.</p> <p>The HPD EA does no better, despite proposing to lease more than 171,000 acres of federal minerals. The HPD EA does make several notable acknowledgments. It assumes that proposed leasing will lead to new wells. HPD at 49. It notes that oil and gas development in the High Plain District generates GHG emissions. HPD EA at 22. And it</p>	

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		<p>admits “when site- specific impacts are reasonably foreseeable at the leasing stage, NEPA requires the analysis and disclosure of such reasonably foreseeable site-specific impacts.” HPD EA at 41. BLM then ignores this line of reasoning and refuses to analyze climate impacts from proposed leasing.</p> <p>Multiple excuses are given. BLM claims that leasing produces no direct, indirect, or cumulative impacts. HPD EA at 13. The CEQ Guidance, cited above, makes clear that this is an incorrect interpretation of how NEPA applies to mineral leasing. BLM claims that tools for estimating emissions and impacts are not precise enough for its taste. HPD at 13. CEQ makes clear that uncertainty is unavoidable, but no excuse for ignoring the issue. BLM again makes the false promise that climate analysis happens at the APD stage when there is no evidence it has or is engaging in such analysis. HPD EA at 41.</p> <p>BLM also claims that it is too speculative to assume that leasing 171,000 acres of lands requested by the oil and gas industry for oil and gas drilling will actually produce any oil or gas. HPD EA at 11, 41. Curiously, BLM claims that from 1960 to 2011 only 5 to 6% of leases issued ever produced any oil and gas, only 4,920 out of 75,192 leases. HPD EA at 11. This is odd, because BLM also claims that in 2010, there were 39,500 wells producing in the High Plains District alone. HPD EA at 50. Please face facts: leasing 171,000 acres cannot fail to produce oil and gas. It is the very picture of reasonably foreseeable.</p> <p>Despite all of the above argument, however, BLM concludes by claiming it will analyze GHGs, but not climate change. HPD EA at 13, 18. Sadly, what passes for “analysis” is ridiculous. The purported math is fairly unintelligible, but the solution is all one needs to examine to assess its credibility. BLM claims that 39,500 wells in the High Plains District produce no more than 12.94 metric tons of GHG emissions per year. HPD EA at 50. The person who wrote that is either so uninformed about climate change so as not to realize how stupid that sounds to anyone who has looked into the issue in even a cursory manner, or he or she is unabashedly content to deceive the public and the decision maker. This is probably more fodder for an IG or GAO investigation.</p> <p>First, “tons of GHG emissions” is not a defined unit in a climate change context. GHGs can include carbon dioxide, methane, or other gases. They each have various global warming potentials. They cannot be lumped together in a sensible fashion when talking about climate effects. Second, the number itself is so low as to be patently ridiculous. According the EPA, a barrel of oil produces 0.43 metric tons of CO2 when burned. So 12.94 metric tons of CO2 are created from burning 30 barrels of oil. Ignoring methane, construction, production, transport, and other emissions, BLM is claiming that the 39,500 wells on the High Plains District produce no more than 30 barrels of oil per year. This is perhaps the unavoidable result when Project Manager Randy Sorenson decides to prepare an oil and gas leasing EA without including an air specialist. The level of deception becomes incredibly transparent.</p> <p>For these reasons, the EAs in question are legally insufficient.</p>	

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31	WG Climate	<p><b>The Social Cost of Carbon Has Been Ignored</b></p> <p>The high costs to society from the leasing and subsequent burning of public lands fossil fuels must be properly analyzed and that analysis presented to the public and agency decision makers. Historically, BLM has ignored the costs of fossil fuel leasing on public lands, especially the costs to society that result from global warming, while touting economic benefits. Proper consideration of these social costs of carbon is simply good governance and good stewardship of public resources, and such consideration is legally required.</p> <p><b><i>Global warming is responsible for extreme costs to society already, and it will only get worse in the future.</i></b></p> <p>A recent consensus report, joined by more 190 countries, makes the basic science on global warming crystal clear. Global warming is unequivocal: since the 1950s the atmosphere and oceans have warmed, snow and ice have diminished, and seas have risen. Ex. 6, Climate Change 2013 – The Physical Science Basis - Summary for Policymakers, United Nation Intergovernmental Panel on Climate change (2013) (“AR5 summary”) at 4. There is little doubt that pollution from human activities is the cause of this warming. <i>Id.</i> at 17. The U.S. government’s own more recent report concludes that global warming is now affecting our country in far-reaching ways. Ex. 7, National Climate Assessment 2014 – Overview (“National Climate Assessment”). Climate pollution has warmed the U.S. almost 2°F, mostly since 1970, with another 2°F to 4°F expected in the next few decades. <i>Id.</i> Much greater warming in future decades is also possible, possibly up to an increase of 10°F above current temperatures by the end of the century. <i>Id.</i></p> <p>These are not the estimates of “environmentalists.” This is the scientific consensus accepted both in the U.S. and around the world.</p> <p>The situation has recently taken an even more dire turn for the worse. Both 2014 and 2015 set global records for the hottest year ever. Scientists are all but certain that 2016 will break these records as well. According to NOAA, every month for the last 14 in a row have set global monthly temperature records. It is possible, that climate change has entered a new accelerating state.</p> <p>The burning of coal, oil, and gas is the principle source of the largest contributor to global warming, carbon dioxide. <i>Id.</i>; see also AR5 summary at 13. At this time, approximately 25% of the carbon dioxide from fossil fuels produced in the U.S. comes from public lands leases. Ex. 8, Greenhouse Gas Emissions from Fossil Energy Extracted from Federal Lands and Waters, Stratus Consulting (February 1, 2012) at 15; see also, Ex. 9, Sales of Fossil Fuels Produced from Federal and Indian Lands – FY 2003 through FY 2014, U.S. Energy Information Administration (June 2015) at 2. Fossil fuels extracted from public lands release more than one and one-half billion metric tons of carbon dioxide equivalent per year. <i>Id.</i> at 12. That is the equivalent of more than 31</p>	<p>Land Use Plans or Resource Management Plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an Application for Permit to Drill is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p> <p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity development may occur. Additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p>

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		<p>million passenger cars’ annual climate pollution, just from producing and burning fossil fuels from our public lands alone. Greenhouse Gas Equivalencies Calculator, U.S. Environmental Protection Agency at <a href="http://www.epa.gov/cleanenergy/energy-resources/calculator.html">http://www.epa.gov/cleanenergy/energy-resources/calculator.html</a> (last checked July, 9 2015).</p> <p>BLM manages federal mineral rights, including the leasing and approval of extraction of public lands fossil fuels, on all federal lands. Therefore, BLM decision makers play a critical role in determining how much more climate pollution the U.S. will emit to the atmosphere, the extent that that pollution will exacerbate global warming, and the extent that society and future generations will have to bear the myriad related social costs of those decisions.</p> <p>Global warming is exacting costs on society in numerous ways. Agricultural productivity, including crops, livestock, and fisheries have been negatively impacted by global warming. National Climate Assessment – Overview. This has resulted from extreme weather events, changes in temperature and precipitation, and increasing pressure from pests and pathogens. <i>Id.</i> Both water quality and water quantity are being affected by global warming. <i>Id.</i> The degradation has resulted from changes in snowpack, extreme weather events, coastal flooding affecting aquifers, and from changes in temperature and precipitation. <i>Id.</i> Heat-related deaths and illnesses have grown and are growing. <i>Id.</i> Impacts to forest resources from increased forest fires and the resulting impacts to air quality put additional costs on society. <i>Id.</i> A wide variety of critical ecosystem functions are degraded by global warming, including habitat for fish and wildlife, drinking water storage, soils, and coastal barriers. <i>Id.</i> Carbon dioxide pollution is also responsible for increasing ocean acidification. This list represents only a subset of the social costs of carbon pollution from burning fossil fuels extracted from our public lands. Nonetheless, “[l]ower emissions of heat-trapping gases and particles mean less future warming and less-severe impacts; higher emissions mean more warming and more severe impacts.” <i>Id.</i></p> <p><b><i>BLM decision makers must consider the social cost of carbon from all proposed land management projects.</i></b></p> <p>The requirement to analyze the social cost of carbon is supported by the general requirements of the National Environmental Policy Act (“NEPA”) and specifically supported in federal case law. NEPA requires agencies to take a “hard look” at the consequences of proposed agency actions. 42 U.S.C. § 4321 <i>et seq.</i>; <i>Morris v. U.S. Nuclear Regulatory Commission</i>, 598 F.3d 677, 681 (10th Cir. 2010). Consequences that must be considered include direct, indirect, and cumulative consequences. 40 C.F.R. §§ 1502.16, 1508.7, 1508.8. A cumulative impact is the “impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.” 40 C.F.R. § 1508.7. Analysis of site- specific impacts must take place at the lease</p>	

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		<p>stage and cannot merely be deferred until after receiving APDs to drill. <i>See New Mexico ex rel. Richardson v. Bureau of Land Management</i>, 565 F.3d 683, 717-18 (10th Cir. 2009); <i>Conner v. Burford</i>, 848 F.2d 1441 (9th Cir. 1988); <i>Bob Marshall Alliance v. Hodel</i>, 852 F.2d 1223, 1227 (9th Cir. 1988). Any NEPA analysis of a fossil fuel development project that fails to use the government-wide protocol for assessing the costs to society of carbon emissions from the proposed action has failed to take the legally required “hard look.”</p> <p>Courts have ordered agencies to assess the social cost of carbon pollution, even before a federal protocol for such analysis was adopted. In 2008, the Ninth Circuit Court of Appeals ordered the National Highway Traffic Safety Administration (“NHTSA”) to include a monetized assessment of carbon emissions reductions in an EA prepared under NEPA. <i>Center for Biological Diversity v. National Highway Traffic Safety Administration</i>, 538 F.3d 1172, 1203 (9th Cir. 2008). NHSTA had proposed a rule setting corporate average fuel economy standards for light trucks. A number of states and public interest groups challenged the rule for, among other things, failing to monetize the benefits that would accrue from a decision that led to lower carbon dioxide emissions. NHTSA’s EA had monetized the employment and sales impacts of the proposed action. <i>Id.</i> at 1199. The agency argued, however, that valuing the costs of carbon emissions was too uncertain. <i>Id.</i> at 1200. The court found this argument to be arbitrary and capricious. <i>Id.</i> The court noted that while estimates of the value of carbon emissions reductions occupied a wide range of values, the correct value was certainly not zero. <i>Id.</i> It further noted that other benefits were monetized by the agency although also uncertain. <i>Id.</i> at 1202.</p> <p>More recently, a federal court has done likewise for a proposed coal lease modification. <i>High Country Conservation Advocates v. U.S. Forest Service</i>, 2014 WL 2922751 (D. Colo. 2014), Slip Op. at 3, citing 40 C.F.R. § 1502.23. That court began its analysis by recognizing that a monetary cost-benefit analysis is not universally required by NEPA. <i>High Country Conservation Advocates v. U.S. USFS</i>, ---F. Supp.2d---, 2014 WL 2922751 (D. Colo. 2014), citing 40 C.F.R. § 1502.23. However, when an agency prepares a cost-benefit analysis, “it cannot be misleading.” <i>Id.</i> at 3 (citations omitted). The quantification of the social cost of carbon was never prepared. BLM cannot rely on the stated benefits of the project in the RMP to justify project approval while wholly ignoring the costs to society that will accrue through climate change. This, the <i>High Country</i> court explained, was arbitrary and capricious. At 3. Any such approval would be based on a NEPA analysis with misleading economic assumptions, an approach long disallowed by courts throughout the country. <i>Id.</i> at 19-20.</p> <p><b><i>The social cost of carbon will be significant whenever fossil fuel leasing, or mining, or drilling is proposed.</i></b></p> <p>According to the U.S. Environmental Protection Agency (“EPA”), the social cost of carbon is “an estimate of the economic damages associated with a small increase” in emissions. Ex. 10, Social Cost of Carbon, U.S. Environmental Protection Agency. “This</p>	

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		<p>dollar figure also represents the value of damages avoided for a small emission reduction.” <i>Id.</i> Thus, it would be incorrect to assert that the social cost of carbon cannot be calculated for a project that represents a tiny fraction of global or even a tiny fraction of U.S. emissions. Estimates of the social cost of carbon are designed to do exactly that. In fact, the social cost of carbon is generally expressed in terms of the costs tolled by emitting or the benefits realized by avoiding a single ton of carbon dioxide emissions.</p> <p>However, it is very likely that the social cost of carbon protocol actually underestimates the true damages exacted on society by carbon pollution. <i>Id.</i> citing the IPCC Fourth Assessment Report. In particular, damages related to social and political conflicts, weather variability, extreme weather, and declining growth rates are either ignored or underestimated. Ex. 11, Omitted Damages: What’s Missing from the Social Cost of Carbon, Peter Howard, the Cost of Carbon Project (March 13, 2014). In fact, more recent studies have reported significantly higher carbon costs. For instance, a report published last year found that current estimates for the social cost of carbon should be increased six times for a mid-range value of \$220 per ton. <i>See</i> Ex. 12, Moore, C.F. and B.D. Delvane, “Temperature impacts on economic growth warrant stringent mitigation policy,” <i>Nature Climate Change</i> (January 12, 2015) at 2. Thus, any application of the current social cost of carbon protocol is very likely a significant underestimate of the true cost of carbon pollution.</p> <p>Acknowledging the known tendency to underestimate costs, the federal government has been using its cost-benefit assessment tool since February 2010. <i>See</i> Ex. 13, Technical Support Document: Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis - Under Executive Order 12866 - Interagency Working Group on Social Cost of Carbon, United States Government (May 2013, Revised July 2015). In the last several years, the Departments of Agriculture, Energy, Transportation, and Housing and Urban Development and the Environmental Protection Agency and National Highway Traffic Safety Administration have all utilized the Social Cost of Carbon Protocol in public decision making documents.</p> <p>Although often utilized in the context of agency rulemakings, the protocol has been recommended for use and has been used in project-level decisions. For instance, the EPA recommended that an EIS prepared by the U.S. Department of State for the proposed Keystone XL oil pipeline include “an estimate of the ‘social cost of carbon’ associated with potential increases of GHG emissions.” Ex. 14, EPA, Comments on Supplemental Draft EIS for the Keystone XL Oil Pipeline (June 6, 2011). The BLM has also utilized the social cost of carbon protocol in the context of oil and gas leasing. In recent Environmental Assessments for oil and gas leasing, the agency estimated “the annual SCC [social cost of carbon] associated with potential development on lease sale parcels.” Ex. 15, BLM, “Environmental Assessment DOI-BLM-MT-C020-2014-0091-EA, Oil and Gas Lease Parcel, October 21, 2014 Sale” (May 19, 2014) at 76. In conducting its analysis, the BLM used a “3 percent average discount rate and year 2020 values,” presuming social costs of carbon to be \$46 per metric ton. <i>Id.</i> Based on its estimate of greenhouse gas emissions, the agency estimated total carbon costs to be “\$38,499 (in</p>	

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		<p>2011 dollars).” <i>Id.</i></p> <p>The U.S. Government Accountability Office reviewed the process employed to develop the federal government’s assessment of the social cost of carbon. Ex. 16, Regulatory Impact Analysis – Social Cost of Carbon Estimates (July 2014). The GAO found that the process employed to develop the 2013 social cost of carbon estimates “used consensus-based decision making,” “relied on existing academic literature and models,” and “took steps to disclose limitations and incorporate new information.” <i>Id.</i> In short, while the social cost of carbon protocol, like other economic models, provides only estimates and is subject to further updates as new information becomes available, the federal government’s social cost of carbon protocol is a legitimate tool for performing a thorough and honest assessment of both costs and benefits of proposed actions as required under NEPA.</p> <p>EPA lists the current social costs of carbon in the following format:</p> <p><b>Social Cost of CO2, 2015-2050 a (in 2007 Dollars per metric ton CO2)</b></p> <p>Source: <u>Technical Support Document</u> (PDF, 21 pp, 1 MB): Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis Under Executive Order 12866 (May 2013, Revised July 2015)</p> <table border="1" data-bbox="325 803 1287 1258"> <thead> <tr> <th colspan="5" data-bbox="567 803 877 828"><b>Discount Rate and Statistic</b></th> </tr> <tr> <th data-bbox="325 860 399 885"><b>Year</b></th> <th data-bbox="451 860 598 885"><b>5% Average</b></th> <th data-bbox="640 860 787 885"><b>3% Average</b></th> <th data-bbox="829 860 997 885"><b>2.5% Average</b></th> <th data-bbox="1092 860 1287 885"><b>3% 95th percent</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="325 909 399 933"><b>2015</b></td> <td data-bbox="451 909 504 933">\$11</td> <td data-bbox="640 909 693 933">\$36</td> <td data-bbox="829 909 882 933">\$56</td> <td data-bbox="1092 909 1165 933">\$105</td> </tr> <tr> <td data-bbox="325 950 399 974"><b>2020</b></td> <td data-bbox="451 950 504 974">\$12</td> <td data-bbox="640 950 693 974">\$42</td> <td data-bbox="829 950 882 974">\$62</td> <td data-bbox="1092 950 1165 974">\$123</td> </tr> <tr> <td data-bbox="325 990 399 1015"><b>2025</b></td> <td data-bbox="451 990 504 1015">\$14</td> <td data-bbox="640 990 693 1015">\$46</td> <td data-bbox="829 990 882 1015">\$68</td> <td data-bbox="1092 990 1165 1015">\$138</td> </tr> <tr> <td data-bbox="325 1031 399 1055"><b>2030</b></td> <td data-bbox="451 1031 504 1055">\$16</td> <td data-bbox="640 1031 693 1055">\$50</td> <td data-bbox="829 1031 882 1055">\$73</td> <td data-bbox="1092 1031 1165 1055">\$152</td> </tr> <tr> <td data-bbox="325 1071 399 1096"><b>2035</b></td> <td data-bbox="451 1071 504 1096">\$18</td> <td data-bbox="640 1071 693 1096">\$55</td> <td data-bbox="829 1071 882 1096">\$78</td> <td data-bbox="1092 1071 1165 1096">\$168</td> </tr> <tr> <td data-bbox="325 1112 399 1136"><b>2040</b></td> <td data-bbox="451 1112 504 1136">\$21</td> <td data-bbox="640 1112 693 1136">\$60</td> <td data-bbox="829 1112 882 1136">\$84</td> <td data-bbox="1092 1112 1165 1136">\$183</td> </tr> <tr> <td data-bbox="325 1153 399 1177"><b>2045</b></td> <td data-bbox="451 1153 504 1177">\$23</td> <td data-bbox="640 1153 693 1177">\$64</td> <td data-bbox="829 1153 882 1177">\$89</td> <td data-bbox="1092 1153 1165 1177">\$197</td> </tr> <tr> <td data-bbox="325 1193 399 1218"><b>2050</b></td> <td data-bbox="451 1193 504 1218">\$26</td> <td data-bbox="640 1193 693 1218">\$69</td> <td data-bbox="829 1193 882 1218">\$95</td> <td data-bbox="1092 1193 1165 1218">\$212</td> </tr> </tbody> </table> <p data-bbox="325 1282 1018 1307">a The SC-CO2 values are dollar-year and emissions-year specific.</p> <p data-bbox="325 1339 451 1364">Ex. 10 at 3.</p> <p data-bbox="325 1404 1287 1523">As the table above makes clear, the social costs of carbon pollution are anything but trivial. For example, a project that released a mere 25,000 tons of carbon dioxide in 2025 would be responsible for costs to society, through global warming, of between \$375,000 and more than \$3.75 million for that year’s emissions alone. And again, this is very</p>	<b>Discount Rate and Statistic</b>					<b>Year</b>	<b>5% Average</b>	<b>3% Average</b>	<b>2.5% Average</b>	<b>3% 95th percent</b>	<b>2015</b>	\$11	\$36	\$56	\$105	<b>2020</b>	\$12	\$42	\$62	\$123	<b>2025</b>	\$14	\$46	\$68	\$138	<b>2030</b>	\$16	\$50	\$73	\$152	<b>2035</b>	\$18	\$55	\$78	\$168	<b>2040</b>	\$21	\$60	\$84	\$183	<b>2045</b>	\$23	\$64	\$89	\$197	<b>2050</b>	\$26	\$69	\$95	\$212	
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		<p>likely an underestimate of true costs.</p> <p>If the economy returns to fast-paced growth and global warming impacts are currently foreseen and properly estimated, the higher discount rates, 5%, and the lower social cost of carbon estimates will be most appropriate. If the economy grows long-term at slower rates and global warming impacts are currently foreseen and properly estimated, the higher social cost of carbon figures, the 2.5 % column, will be better estimates. A middle discount rate value, 3%, for mid-range growth estimates is also available. If, on the other hand, global warming impacts are greater or more costly than current mid-range estimates, the social cost of carbon would be better estimated by the 95th percentile figures. That means that the lowest social cost of carbon numbers are best-case scenarios for both the economy and global warming impacts. The highest numbers are for mid-range economic projections and close to worst-case estimates for global warming impacts.</p> <p>A recently completed BLM APD EA provides an instructive example. <i>See</i> Ex. 17 -- Environmental Assessment for Anschutz State Federal APD's (March, 2016), DOI-BLM-CO- F02-2016-0014 EA at 37. There, a small 12-well project was estimated to emit about two million tons of CO2e per year. If project emissions begin in 2020, those 12 wells will cost society an estimated \$92 million per year at mid-range estimates. By the end of the estimated 25-year life of the project, costs will have risen to an estimated \$152 million per year. That amounts to \$3.8 billion over the life of the 12-well project. If costs are at the upper end of economists' projections, the numbers rise to the range \$400 million per year, or a staggering \$10 billion dollars over the life of the project. Clearly, if such numbers were provided to decision makers and to the public, different choices might well be made about whether to lease public land for drilling.</p>	
32	WG Climate	<p><b><i>BLM's NEPA documents for the February 2017 Oil and Gas Lease Parcel Sale violates NEPA</i></b></p> <p>BLM fails to draw the necessary connection between the proposed project and increased climate impacts and costs. BLM improperly declines to assess the impacts of climate change, promising to assess them at some unknown time in the future. This violates NEPA's hard look doctrine. Court's have made clear that the leasing stage is an appropriate time to assess impacts that will not be mitigated by lease stipulations, as carbon emissions surely will not. These EAs fail the hard look requirement. In addition, the project fails to take a hard look at climate impacts to society as contextualized in the social cost of carbon protocol.</p> <p>This project is one small piece resulting in tremendous cumulative impacts across the Department of the Interior fossil fuel leasing programs. Fossil fuels development on public lands and coastal waters results in more than one and one-half billion tons of carbon dioxide emissions per year. Using 2015 social cost of carbon values, the costs to society of the federal fossil fuel leasing program is between \$18 and \$177 billion per year. This same level of emissions in 20 years would incur costs from \$20 billion to more than a quarter of a trillion dollars per year, depending on the growth of the</p>	<p>The preparation of this leasing EA was done in compliance with all Federal rules, regulations, and laws, and is in conformance with NEPA.</p> <p>This leasing EA does not authorize specific actions on the ground; actual projects are covered in subsequent project-level NEPA compliance documents.</p>

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		<p>economy and the intensity of global warming impacts at that time. These costs, of course, do not include costs from air quality issues like smog and mercury emissions, do not include lost opportunity costs from lost recreation, or costs from direct degradation of ecosystem services. Recall also, that it is very likely that these numbers represent an underestimate of the true costs to society from global warming.</p> <p>These numbers, while shocking, do no more than reiterate what scientists have been telling us for years: extraction of fossil fuels are costing our society much more than they are providing in benefits. Of course numbers of such an alarming magnitude do not result from the approval of any single project. Instead, they represent the incessant accumulation of costs that result from BLM approving project after project while refusing to acknowledge that those projects have unspoken cumulative impacts on society, both individually and in the aggregate, that will continue to plague our country for many generations, in fact, for millenia. BLM must address the social costs of carbon that are likely to result from these projects.</p>	
33	WG Climate	<p><b>BLM ignores the Department of the Interior’s October 2015 Landscape-Scale Mitigation Policy, 600 DM 6</b></p> <p>The new Departmental Landscape-Scale Mitigation policy applies to BLM. 600 DM 6.2. Its purpose is to “avoid, minimize, and compensate for impacts to Department-managed resources.” 600 DM 6.1. The BLM is required to apply a “no net loss” policy to agency resources, including those impacted by oil and gas leasing and development. 600 DM 6.5. BLM is empowered to decline authorization of projects where mitigation and compensation cannot be achieved. 600 DM 6.6. Specifically, BLM is required to “[i]dentify and promote mitigation measures that help address the effects of climate change” and to consider “greenhouse gas emissions in design, analysis, and development of alternatives.” <i>Id.</i> These policies and principles should be employed “when developing and approving strategies and plans, reviewing projects, and issuing permits.” 600 DM 6.8.</p> <p>BLM has not undertaken to implement any aspect of this policy in the project at hand.</p>	<p>Absent a definitive development proposal for the lease it is not possible to conduct a more specific impact and/or cumulative effects analysis and as stated in Section 4.1 (page 41) of the EA, “The BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be sold and, if it is sold and a lease is issued, whether or not the lease would be explored or developed.” As further stated in Section 4.1 of the EA, “Additional site-specific NEPA analysis would be conducted at the time an APD or facility application is submitted and would provide site-specific analysis for that well location or facility.”</p> <p>The identification and application of landscape scale mitigation, including adaptive management, may be developed during the site-specific NEPA analysis that would be required to address any specific post-lease exploration or development actions that are proposed and could include additional measures to mitigate identified direct, indirect or cumulative impacts resulting from any surface disturbing or disruptive proposal should the subject lands be offered, sold and development actually proposed. Until development of the tracts offered for lease is actually proposed and permit applications have been received, analysis of the Landscape Scale Mitigation Policy’s guidance to identify and propose mitigation measures is not appropriate.</p>
34	WG Climate	<p><b>The EA must analyze impacts from fracking wastewater, including the possibility of earthquakes produced by underground injection</b></p> <p>The EAs largely ignore wastewater created by oil and gas extraction. This itself renders the EAs inoperable. Despite BLM ignoring the issue however, it is well known that much fracking wastewater is injected into underground wells. That practice is known or suspected of causing earthquakes in Kansas, Oklahoma, Texas, Ohio, Pennsylvania,</p>	<p>Since specific lease development operations cannot be reasonably foreseen at the leasing stage, any site specific impacts cannot realistically be analyzed in more detail at this time. Hydraulic Fracturing is a specific development scenario. Should the parcels be sold and development proposed, an analysis of hydraulic fracturing (if proposed) would be contemplated and the impacts to resources affected will also be analyzed under that site specific</p>

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		<p>California, and Canada and has been restricted for just that reason in some of those areas. BLM must, in a supplemental analysis, analyze the likelihood of such impacts before they occur and require mitigation before this project can proceed.</p> <p>Saline, produced water from wells, when injected into deeper sedimentary formations, appears to lubricate active fault lines. Ex. 18, Oklahoma’s recent earthquakes and saltwater disposal, Science Advances (June 18, 2015). In some areas with previously rare earthquake activity, rates have increased ten-fold. It appears that the likelihood of induced seismicity is directly related to the rate of injection. High-rate injection is associated with the increase in U.S. mid-continent seismicity, M. Weingarten, et al., Science (June 19, 2015) at <a href="http://www.sciencemag.org/content/348/6241/1336">http://www.sciencemag.org/content/348/6241/1336</a>; see also Ex. 19, Potential Injection- Induced Seismicity Associated with Oil and Gas Development, States First (2015).</p> <p>The EAs do not attempt to analyze the degree or frequency of waste water injection. Likewise, no stipulations on such practices are included in the proposed leases. This possible impact must be studied and appropriate stipulations included to prevent these impacts.</p>	<p>NEPA document. Incorporated by reference in to the lease sale EA is Appendix E which contains a white paper on Hydraulic Fracturing.</p> <p>Since specific lease development operations cannot be reasonably foreseen at the leasing stage, any site specific impacts cannot realistically be analyzed in more detail at this time. At the time of APD proposal, should the parcels be sold and development proposed, an analysis of these resources will be completed.</p>
35	WG Climate	<p><b>Conclusion</b></p> <p>Thank you for the opportunity to provide comments on this project. For the reasons given above, BLM should withdraw its EA and either supplement it or forgo leasing altogether.</p> <p>It is now clear that the extraction of fossil fuels from public lands is inconsistent with a livable world in the future. The sooner BLM transitions away from this activity, the better it will be for the land it manages and for the American people.</p>	No response needed.
36	Center for Biological Diversity, Great Old Broads for Wilderness, and the Sierra Club (CBD)	<p>I am submitting these comments on behalf of the Center for Biological Diversity, Great Old Broads for Wilderness, and the Sierra Club, on the Environmental Assessment (“EA”) for the February 2017 Competitive Lease Sale for the Wind River/Bighorn Basin District.</p> <p>The Center for Biological Diversity is a non-profit environmental organization dedicated to the protection of native species and their habitats through science, policy, and environmental law. The Center also works to reduce greenhouse gas emissions to protect biological diversity, our environment, and public health. The Center has over 1.1 million members and on-line activists, including those living in Wyoming who have visited these public lands in the High Plains District for recreational, scientific, educational, and other pursuits and intend to continue to do so in the future, and are particularly interested in protecting the many native, imperiled, and sensitive species and their habitats that may be affected by the proposed oil and gas leasing.</p> <p>Great Old Broads for Wilderness (Broads) is a national non-profit organization with over 8,000 members and advocates, working to engage and ignite the activism of elders to preserve and protect wilderness and wild lands. Conceived by older women who love</p>	<p>CBD’s email was sent to the High Plains District as well as the Wind River/Bighorn Basin District (WRBBD). The comment letter attachment to the email cites the “Environmental Assessment for the High Plains District” in the reference line. The comment letter also notes CBD’s membership, “have visited these public lands in the High Plains District for recreational, scientific, educational, and other pursuits and intend to continue to do so in the future.” However, the body of the comment letter seems directed to the WRBBD. The letter also has three other references to the WRBBD. In all cases, the letter refers to an EA in the singular. CBD’s letter is unclear to which of the two lease sale EAs it is addressing, and the BLM cannot speculate as to which EA CBD finds deficient.</p> <p>Responses will only be directed for comments specific to the High Plains District (HPD) for the February 2017 Competitive Oil and Gas Lease Sale EA. As these are two distinct sales, in two distinct districts, with two distinct EA’s, responses in this</p>

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		<p>wilderness, Broads gives voice to the millions of older Americans who want to protect their public lands as Wilderness for this and future generations. Broads believes that public lands should be part of the solution to climate change, not part of the problem.</p> <p>The Sierra Club is a national nonprofit organization of approximately 625,000 members dedicated to exploring, enjoying, and protecting the wild places of the earth; to practicing and promoting the responsible use of the earth’s ecosystems and resources; to educating and enlisting humanity to protect and restore the quality of the natural and human environment; and to using all lawful means to carry out these objectives. Sierra Club members use the public lands in Wyoming, including the lands and waters that would be affected by the increased oil and gas development proposed under the lease sale, for quiet recreation, aesthetic pursuits, and spiritual renewal.</p>	<p>section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA. The HPD cannot respond for comments referring to or directed toward the Wind River/Bighorn Basin District EA or area.</p>
37	CBD	<p>For the reasons set forth below, this EA does not satisfy the requirements of NEPA, and the proposed lease sale would therefore violate the National Environmental Policy Act (“NEPA”), the Mineral Leasing Act (“MLA”), the Federal Lands Policy and Management Act (“FLPMA”), and the Endangered Species Act. BLM should produce a full Environmental Impact Statement (“EIS”) for the lease sale. In particular, BLM’s EA for the proposed lease sale, fails to comply with NEPA’s obligation to consider indirect and cumulative impacts, including impacts from climate change, fails to meet its obligations to consider foreseeable environmental impacts to greater sage-grouse, including consideration of relevant and readily available scientific information.</p>	<p>The preparation of this leasing EA was done in compliance with all Federal rules, regulations, and laws, including NEPA, MLA, and FLPMA.</p> <p>If the analysis in an EA shows the action would not have a significant effect, a “Finding of No Significant Impact” (FONSI) documents that there is no need for an EIS (40 CFR 1508.13). The HPD Environmental Impact Statements (EIS) and Resource Management Plans (RMP) for the Buffalo, Casper and Newcastle field offices have already evaluated potentially significant impacts arising from the BLM’s land use planning decisions, including lands available or unavailable for oil and gas leasing. Therefore, the BLM anticipates a “finding of no new significant impacts” (see 43 CFR § 46.140(c)).</p> <p>All parcels for the February 2017 Competitive Oil and Gas Lease Sale are in compliance with the existing land use plans as required by 43 CFR 1610.5. The EA has adequately analyzed the issues raised by this comment. Site specific NEPA analysis will occur at the development stage that will analyze resource conflicts and identify mitigation for specific impacts, including cumulative impacts, climate change, and sage-grouse.</p> <p>As stated in Section 1.4 of EA DOI-BLM-WY-P000-2016-0001-EA, pursuant to 40 CFR 1508.28 and 1502.21, the EA tiers to and incorporates by reference the information and analysis contained in the EIS and RMP for the Buffalo, Casper and Newcastle field offices. Therefore, a new EIS for leasing is not necessary. These EIS documents analyzed the effects of oil and gas leasing and development, and the specific management goals, plans and monitoring actions are addressed in the RMPs.</p> <p>The Mineral Leasing Act of 1920, as amended [30 U.S.C. § 181</p>

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			<p>et seq.], gives the BLM responsibility for oil and gas leasing on about 564 million acres of BLM, national forest, and other Federal lands, as well as state and private surface lands where mineral rights have been retained by the Federal government. The BLM works to ensure that mineral resources are developed in an environmentally responsible manner.</p> <p>The Buffalo, Casper and Newcastle RMPs identified the nominated lease sale parcels as available for leasing. The RMPs identify stipulations for application to the lease sale parcels.</p>
38	CBD	<p><b>I. The EA Improperly Limits its Analysis of Reasonably Foreseeable Environmental Impacts</b></p> <p>NEPA demands that a federal agency prepare an EIS before taking a “major [f]ederal action[] significantly affecting the quality’ of the environment.” <i>Kern v. U.S. Bureau of Land Mgmt.</i>, 284 F.3d 1062, 1067 (9th Cir. 2002). In order to determine whether a project’s impacts may be “significant,” an agency may first prepare an EA. 40 C.F.R. §§ 1501.4, 1508.9. If the EA reveals that “the agency’s action may have a significant effect upon the . . . environment, an EIS must be prepared.” <i>Nat’l Parks &amp; Conservation Ass’n v. Babbitt</i>, 241 F.3d 722, 730 (9th Cir. 2001) (internal quotations omitted). If the agency determines that no significant impacts are possible, it must still adequately explain its decision by supplying a “convincing statement of reasons” why the action’s effects are insignificant. <i>Blue Mountains Biodiversity Project v. Blackwood</i>, 161 F.3d 1208, 1212 (9th Cir. 1998). Further, an agency must prepare all environmental analyses required by NEPA at “the earliest possible time.” 40 C.F.R. § 1501.2. “NEPA is not designed to postpone analysis of an environmental consequence to the last possible moment,” but is “designed to require such analysis as soon as it can reasonably be done.” <i>Kern</i>, 284 F.3d at 1072.</p> <p>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 caselaw require that BLM evaluate all “reasonably foreseeable” direct and indirect effects of its leasing. 40 C.F.R. § 1508.8; <i>Davis v. Coleman</i>, 521 F.2d 661, 676 (9th Cir. 1975); <i>Center for Biological Diversity v. Bureau of Land Mgmt.</i>, 937 F.Supp.2d 1140 (N.D. Cal. March 31, 2013) (holding that oil and gas leases were issued in violation of NEPA where BLM failed to prepare an EIS and unreasonably concluded that the leases would have no significant environmental impact because the agency failed to take into account all reasonably foreseeable development under the leases).</p> <p>BLM, in its Wind River/Bighorn Basin February 2017 Lease Sale EA, arbitrarily refuses to consider sufficiently site-specific impacts. BLM indicates it does not have to consider some, or perhaps all, site-specific impacts because the exact extent of those impacts is unknown at this stage and subject to regulation at a later date. BLM asserts that, “The level of development that might occur as an outcome leasing is unknown. A more precise</p>	<p>BLM policy does not require the agency to engage in speculative analysis under NEPA. The BLM's NEPA Handbook (H-1790-1, January 2008) at page 59 states: "...you are not required to speculate about future actions. Reasonably foreseeable future actions are those for which there are existing decisions, funding, formal proposals, or which are highly probable, based on known opportunities or trends."</p> <p>Refer to Powder River Basin Resource Council, 180 IBLA 119, 135 (decided November 2, 2010: "NEPA does not require BLM to hypothesize as to potential environmental impacts that are too speculative for a meaningful determination of material significance or reasonable foreseeability. Such an "analysis" would not serve NEPA's goal of providing high quality information for informed decisionmaking [footnotes and internal citations omitted]."); see also Southern Utah Wilderness Alliance, 159 IBLA 220, 221 (decided June 16, 2003: "The Board may affirm BLM's conclusion that the possible cumulative impact of a future action need not be considered significant when the reasonably foreseeable future action is speculative.").</p> <p>In accordance with H-1624-1 – Planning for Fluid Mineral Resources Rel. 1-1749, 1/28/2013: The Federal Government retains certain rights when issuing an oil and gas lease. While the BLM may not unilaterally add a new stipulation to an existing lease that it has already issued, the BLM can subject development of existing leases to reasonable conditions, as necessary, through the application of Conditions of Approval at the time of permitting. The new constraints must be consistent with the applicable land use plan and not in conflict with rights granted to the holder under the lease. The Interior Board of Land Appeals has made clear that, when making a decision regarding discrete surface-disturbing oil and gas development activities following site-specific environmental review, the BLM has the authority to impose reasonable protective measures not otherwise provided</p>

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		<p>description of environmental effects would be possible if the exact level of development were known. The BLM determined that any estimation of development at this time is too speculative to be analyzed as part of this EA.” BLM’s interpretation of the Tenth circuit’s NEPA law is plainly erroneous, as the Tenth Circuit has repeatedly clarified in later cases. <i>See Pennaco Energy, Inc. v. U.S. Dep’t of Interior</i>, 377 F.3d 1147, 1160 (10th Cir. 2004) (requiring analysis of coalbed methane development impacts at the oil and gas leasing stage). The Tenth Circuit in <i>New Mexico ex rel. Richardson v. BLM</i>, 565 F.3d 683 (10th Cir. 2009), explained in detail the extent of BLM’s obligations at the leasing stage:</p> <p>Taken together, [<i>Park County</i> and <i>Pennaco Energy</i>] establish that there is no bright line rule that site-specific analysis may wait until the APD stage. Instead, the inquiry is necessarily contextual. Looking to the standards set out by regulation and by statute, assessment of all "reasonably foreseeable" impacts must occur at the earliest practicable point, and must take place before an "irretrievable commitment of resources" is made. 42 U.S.C. § 4332(2)(C)(v); <i>Pennaco Energy</i>, 377 F.3d at 1160; <i>Kern</i>, 284 F.3d at 1072; 40 C.F.R. §§ 1501.2, 1502.22. Each of these inquiries is tied to the existing environmental circumstances, not to the formalities of agency procedures. Thus, applying them necessarily requires a fact-specific inquiry.</p> <p><i>Id.</i> at 717-18.</p> <p>The proposed lease sale would result in impacts that BLM will not be able to avoid once the lease sale is finalized because the agency’s ability to prevent lessees from engaging in lawful activities on issued leases will be limited. BLM regulations provide that lessees “have the right to use so much of the leased lands as is necessary to explore for, drill for, mine, extract, remove and dispose of all the leased resource in a leasehold subject to” limited conditions, including lease stipulations, “specific, nondiscretionary statutes,” and limited “reasonable measures” that do not preclude all development activities. 43 C.F.R. § 3101.1-2. Under <i>Pennaco Energy</i> and <i>New Mexico v. BLM</i>, BLM cannot simply assert that site-specific analysis may wait until the APD stage, but must consider whether non-“no surface occupancy” leases constitute an irretrievable commitment of resources, and whether development impacts are reasonably foreseeable, in the context of known fuel supply, industry plans, and existing and ongoing development.</p> <p>NEPA requires that an agency conduct all environmental analyses at “the earliest possible time.” 40 C.F.R. § 1501.2; <i>see also New Mexico</i>, 565 F.3d at 718. Here, this means that BLM must analyze all site-specific impacts now, before it has leased the land and is unable to prevent environmental impacts.</p>	<p>for in lease stipulations, to minimize adverse impacts on other resource values. See 30 U.S.C. §226(g); 43 CFR 3101.1-2. See <i>Yates Petroleum Corp.</i>, 176 IBLA 144 (2008); <i>National Wildlife Federation</i>, 169 IBLA 146, 164 (2006).</p> <p>Responses will only be directed for comments specific to the High Plains District (HPD) for the February 2017 Competitive Oil and Gas Lease Sale EA. As these are two distinct sales, in two distinct districts, with two distinct EA's, responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA. The HPD cannot respond for comments referring to or directed toward the Wind River/Bighorn Basin District EA or area.</p>
39	CBD	<p><b>II. The EA Fails to Disclose Impacts to Climate Change from Oil and Gas Leasing</b></p> <p>The Center, Great Old Broads, the Sierra Club, and others, have repeatedly requested that the BLM address the greenhouse gas emission consequences, including both the direct emissions (combustion and leakage) from the extraction process and the reasonable foreseeable emissions of transport, processing, and combustion of oil and gas.</p>	<p>Responses will only be directed for comments specific to the High Plains District (HPD) for the February 2017 Competitive Oil and Gas Lease Sale EA. As these are two distinct sales, in two distinct districts, with two distinct EA's, responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA. The HPD cannot</p>

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		<p>The EA, however, continues to rely decline to engage in meaningful cumulative quantification or assessment of greenhouse gas consequences from its oil and gas leasing operations, based on rationales that have been conclusively rejected in final guidance from the Council on Environmental Quality, NEPA's implementing body.</p> <p><b>A. BLM Has Failed to Analyze Adequately the Project's Climate Change Impacts</b></p> <p>NEPA's environmental analysis requirement includes consideration of climate change. <i>See Center v. NHTSA</i>, 538 F.3d at 12-1216-17. Oil and gas operations are a major contributing factor to climate change, due both to emissions from the operations themselves and emissions from the combustion of the oil and gas produced. BLM's continued refusal to address the life-cycle greenhouse gas (GHG) emissions of fossil fuel production, transport, processing, and combustion from public lands is contrary to NEPA, and squarely contrary to the Council on Environmental Quality's recently finalized Guidance for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in National Environmental Policy Act Reviews.</p> <p>The final CEQ <i>Guidance on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in NEPA Review</i> is dispositive on the issue of federal agency review of greenhouse gas emissions as foreseeable direct and indirect effects of the proposed action. 81 Fed. Reg. 51,866 (Aug. 5, 2016). NEPA requires BLM to use available tools to evaluate environmental impacts. 40 C.F.R. § 1502.22(a). The CEQ guidance provides clear direction for BLM to conduct a lifecycle greenhouse gas analysis because the modeling and tools to conduct this type of analysis are readily available to the agency:</p> <p>If the direct and indirect GHG emissions can be quantified based on available information, including reasonable projections and assumptions, agencies should consider and disclose the reasonably foreseeable direct and indirect emissions when analyzing the direct and indirect effects of the proposed action. Agencies should disclose the information and any assumptions used in the analysis and explain any uncertainties.</p> <p>To compare a project's estimated direct and indirect emissions with GHG emissions from the no-action alternative, agencies should draw on existing, timely, objective, and authoritative analyses, such as those by the Energy Information Administration, the Federal Energy Management Program, or Office of Fossil Energy of the Department of Energy. In the absence of such analyses, agencies should use other available information.</p> <p>CEQ NEPA Guidance at 16 (citations omitted).</p> <p>CEQ's guidance even provides an example of where a lifecycle analysis is appropriate in a leasing context at footnote 42:</p> <p>The indirect effects of such an action that are reasonably foreseeable at the time would vary with the circumstances of the proposed action. For actions such as a Federal lease</p>	<p>respond for comments referring to or directed toward the Wind River/Bighorn Basin District EA or area.</p> <p>The EA appropriately discloses: There are no direct impacts to air quality or climate change through the administrative action of leasing. Indirect effects from leasing may occur to air quality or climate change if development were to occur.</p> <p>Furthermore, there is substantial uncertainty that exists at the time the BLM offers a lease for sale regarding crucial factors that will affect potential greenhouse gas emissions, including: well density; geological conditions; development type (vertical, directional, horizontal); hydrocarbon characteristics; equipment to be used during construction, drilling, production, and abandonment operations; and potential regulatory changes pertaining to greenhouse gases over the life of the 10-year primary lease term. However, the BLM will have a point in time when such information is much less speculative and certain when actual operations are proposed on an issued lease through an Application for Permit to Drill (APD) or Sundry Notice (SN). That is the appropriate point in time to estimate greenhouse gas emissions, if necessary and appropriate.</p> <p>GIS data as of April 2014, indicate that almost two-thirds (64%) of Federal oil and gas leases in Wyoming do not have any active wells located within their boundaries. This raises serious questions about the assumptions that all leases are eventually fully developed for purposes of estimating greenhouse gas emissions at the leasing stage.</p> <p>In 2011, the BLM circulated internal draft guidance to its offices entitled "Integrating Climate Change into the NEPA Process" (BLM's 2011 Draft Guidance). On April 3, 2015, the BLM-Washington Office sent an e-mail notifying the BLM's leadership and management teams that the BLM's 2011 Draft Guidance document "remains in effect."</p> <p>Acknowledging the "unique challenges" posed by addressing GHG and climate change in NEPA documents, the BLM's 2011 Draft Guidance provided draft, interim direction to the BLM that the agency has used until further guidance can be finalized.</p> <p>The BLM will provide additional analysis and discussion of climate change impacts in future NEPA documents in compliance</p>

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		<p>sale of coal for energy production, the impacts associated with the end-use of the fossil fuel being extracted would be the reasonably foreseeable combustion of that coal.</p> <p><i>Id.</i></p> <p>The number of future wells and volume of potential oil and gas from these lease parcels are knowable and calculating the direct emissions impact from these lease parcels are also quantifiable.</p> <p>Natural gas emissions are generally about 84 percent methane. Methane is a potent greenhouse gas that contributes substantially to global climate change. Its global warming potential is approximately 33 times that of carbon dioxide over a 100 year time frame and 105 times that of carbon dioxide over a 20 year time frame.</p> <p>Oil and gas operations release large amounts of methane. While the exact amount is not clear, EPA has estimated that “oil and gas systems are the largest human-made source of methane emissions and account for 37 percent of methane emissions in the United States or 3.8 percent of the total greenhouse gas emissions in the United States.”<sup>5</sup> For natural gas operations, production generates the largest amount; however, these emissions occur in all sectors of the natural gas industry, from drilling and production, to processing, transmission, and distribution.<sup>6</sup> Fracked wells leak an especially large amount of methane, with some evidence indicating that the leakage rate is so high that shale gas is worse for the climate than coal.<sup>7</sup> In fact, a research team associated with the National Oceanic and Atmospheric Administration recently reported that preliminary results from a field study in the Uinta Basin of Utah suggest that the field leaked methane at an eye-popping rate of nine percent of total production.</p> <p>For the oil industry, emissions result “primarily from field production operations . . . , oil storage tanks, and production-related equipment” Emissions are released as planned, during normal operations and unexpectedly due to leaks and system upsets. Significant sources of emissions include well venting and flaring, pneumatic devices, dehydrators and pumps, and compressors.</p> <p>Contrary to CEQ’s guidance, the EA improperly declines to analyze the contribution to climate change of additional Wyoming federal oil and gas leasing, instead disclaiming ability to evaluate those impacts by stating only</p> <p>Several activities that occur in the area contribute to climate change, including: large wildfires, activities using combustion engines, changes to the natural carbon cycle, changes to radioactive forces and reflectivity, and emissions of greenhouse gases (GHGs). GHGs, including CO<sub>2</sub>, as well as, methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), and fluorinated gases, are created and emitted through human activities, including oil and gas development, and agricultural activities. Without additional meteorological monitoring systems, it is difficult to determine spatial and temporal variability and change of climatic conditions, but increasing concentrations of GHGs are likely to accelerate the</p>	<p>with CEQs final guidance issued in August 2016. Per the final CEQ regulations, agencies are afforded discretion as to when to include an appropriate GHG and climate change analysis:</p> <p>“Recommends that agencies select the appropriate level of action for NEPA review at which to assess the effects of GHG emissions and climate change, either at a broad programmatic level (e.g. landscape-scale) or at a project- or site-specific level, and then set forth a reasoned explanation for their approach”</p> <p>Since a leasing EA or EIS does not propose a plan of development nor authorize any emission generating activities to occur, the BLM appropriately analyzes air quality impacts and climate change impacts through a quantitative analysis at the time a site-specific plan of development is submitted for consideration. Any analysis completed prior to this is purely speculative and not likely to represent the impacts that would occur based on analysis of a site-specific development proposal.</p>

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		<p>rate of climate change.</p> <p>EA at 3-9.</p> <p>The very purpose of oil and gas leasing is the production, and subsequent combustion, of hydrocarbon fossil fuels. It is simply not credible to assert in 2016 that BLM has no way of estimating a range of possible production levels for leases within established industry plays and currently producing geological formations. Although there are certainly geological, technological, and economic uncertainties that could affect the production from the leases in question, these uncertainties do not relieve BLM of the obligation to analyze and disclose, at the very least, a range of possible production scenarios and their resulting emissions. In its recent NEPA guidance, CEQ directs agencies, at a minimum, to “use projected GHG emissions as a proxy for assessing potential climate change effects when preparing a NEPA analysis for a proposed agency action.” 81 Fed. Reg. 51,866, 51,866 (Aug. 5, 2016). BLM has failed to meet even this low bar in its climate analysis.</p> <p>Further, BLM’s analysis is lacking because the agency failed to identify numerous available methods for controlling air pollution emissions. This total failure violates NEPA’s requirement that the agency identify mitigation measures, 40 C.F.R. § 1508.25, and consider all reasonable alternatives. <i>Center for Biological Diversity v. Nat’l Highway Traffic Safety Admin.</i>, 538 F.3d 1172, 1217 (9th Cir. 2008) (citing 40 C.F.R. § 1502.14(a)).</p>	
40	CBD	<p><b>III. The EA Fails to Acknowledge Scientific Information Regarding Conservation of Greater Sage-Grouse</b></p> <p>Wyoming supports 35-40% of the entire population of greater sage-grouse and is a source population for the more isolated grouse populations in Montana and the Dakotas. Since 2007, there has been an increase in the number of known inactive leks statewide, while the number of active leks has remained constant. At the same time, there has been a 60% decrease in the average number of males counted per lek statewide, indicating an overall statewide population decline of 60% from 2007 to 2013. This is cause for extreme concern, especially given the fact that there have been many wet springs during this period with above-average forb and cover production, which should have resulted in increases in sage grouse population numbers. This inadequacy is confirmed by Copeland et al. (2013), who projected further statewide declines across Wyoming with the implementation of current conservation strategies.</p> <p>The proposed lease sale, however, 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 Wyoming BLM’s alleged strategy to prioritize leasing outside of both priority and general habitat. The entire proposed WRBB February 2017 falls within either General or Priority Habitat Management Areas, and about 4% within PHMA. EA at 3-21.</p>	<p>Responses will only be directed for comments specific to the High Plains District (HPD) for the February 2017 Competitive Oil and Gas Lease Sale EA. As these are two distinct sales, in two distinct districts, with two distinct EA's, responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA. The HPD cannot respond for comments referring to or directed toward the Wind River/Bighorn Basin District EA or area.</p>

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		<p>Despite that highly sensitive sage-grouse habitat would be threatened by new leasing, the EA fails in three major respects to disclose or analyze indirect and cumulative impacts of leasing on greater sage-grouse. It tiers to and relies on RMP decisions for management of Wyoming greater sage-grouse habitat that fail to follow the best available science regarding measures necessary to ensure the survival and recovery of the species. The proposed leasing action, moreover, violates FLPMA by failing to conform to a key management prescription of those plans – the obligation to “prioritize the leasing and development of fluid mineral resources outside GRS habitat.” Furthermore, because the proposed leases are not in conformance with the 2015 RMP amendments and undermine significant assumptions of their accompanying FEISs (i.e., that new oil and gas development will tend to occur outside of greater sage-grouse habitat), the EA cannot tier to or rely on those EISs.</p>	
41	CBD	<p><b>A. BLM’s Proposed Alternative Does Not Conform with BLM Wyoming’s Sage-Grouse Conservation Strategy</b></p> <p>Even under the BLM’s own determinations, the proposed action is directly in conflict with a core provision of the 2015 sage-grouse RMP amendments. All the Rocky Mountain Region RMPs are subject to the following measure for both priority and general habitat management areas:</p> <p><i>Prioritization Objective</i>—In addition to allocations that limit disturbance in PHMAs and GHMAs, the ARMPs and ARMPAs prioritize oil and gas leasing and development outside of identified PHMAs and GHMAs. This is to further limit future surface disturbance and encourage new development in areas that would not conflict with GRS. This objective is intended to guide development to lower conflict areas and as such protect important habitat and reduce the time and cost associated with oil and gas leasing development by avoiding sensitive areas, reducing the complexity of environmental review and analysis of potential impacts on sensitive species, and decreasing the need for compensatory mitigation.</p> <p>The EA explicitly acknowledges that its greater sage-grouse conservation plans and strategy “direct the BLM to prioritize oil and gas leasing and development in a manner that minimizes resource conflicts in order to protect important habitat and reduce development time and costs.” EA at 1-3 to 1-4. The EA fails to explain the rationale for deferring three parcels containing priority and/or general habitat management areas but including ten parcels that fall completely within sage-grouse PHMA or GHMA.</p> <p>The BLM is subject to clear direction in the RMP amendments that its greater sage-grouse RMP plans and conservation strategy rely not only on stipulations within designated habitats (stipulations acknowledged as insufficient, in Wyoming, to result in a net conservation gain for general habitat, <i>see</i> 2015 RMPA ROD at 1-30 to 1-31, but also on a larger strategy of prioritizing development outside of all sage-grouse habitats. Despite its acknowledgement of the prioritization requirement by deferring three parcels, however, the BLM’s proposed action would consist entirely of general and priority habitat. It is simply impossible to understand how offering leases all within sage-grouse</p>	<p>Responses will only be directed for comments specific to the High Plains District (HPD) for the February 2017 Competitive Oil and Gas Lease Sale EA. As these are two distinct sales, in two distinct districts, with two distinct EA's, responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA. The HPD cannot respond for comments referring to or directed toward the Wind River/Bighorn Basin District EA or area.</p>

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		<p>habitat is consistent with the RMP requirement to prioritize leasing outside such habitat, and the EA provides no rationale for this decision.</p> <p>An apparent BLM policy of leasing parcels all within sage-grouse habitat is not only inconsistent with the RMPs and FLPMA’s consistency requirement, it also undermines a fundamental assumption of the RMP Amendment EISs – as well as the U.S. Fish and Wildlife Service’s determination that listing the greater sage-grouse under the Endangered Species Act was “not warranted.” That assumption is that the measures adopted in the RMP Amendments will result in oil and gas development tending to occur outside of greater sage-grouse habitat. Proposing a lease sale for ten parcels containing sage-grouse habitat (including one that contains “Priority Habitat Management Area”) shortly following the finalization of the sage-grouse RMPs strongly undermines that assumption. It further undermines the assumption in the Fish and Wildlife Service’s “not warranted” finding for the greater sage-grouse that federal and state implementation of the “Wyoming Plan” for fluid minerals will continue the 2012-15 trend of reduced drilling within core areas. If BLM is not actually going to give meaningful content to its plan direction to prioritize leasing outside of sage-grouse habitats, it cannot rely on FEISs, such as the Wyoming Sage Grouse RMP FEIS, that assume the effectiveness of that plan direction.</p>	
42	CBD	<p><b>B. The BLM Fails to Consider Reasonable Alternatives Prioritizing Leasing Outside of All Designated Sage-Grouse Habitat</b></p> <p>The “heart” of NEPA is an agency’s obligation, in evaluating the environmental impacts of its actions, whether by EA or EIS, to consider all reasonable alternatives to those actions. <i>See Center. for Biological Diversity v. Nat’l Highway Traffic Safety Admin.</i>, 538 F.3d 1172, 1217 (9th Cir. 2008) (citing 40 C.F.R. § 1502.14(a)). The High Plains District February 2017 leasing EA fails to meet this core NEPA obligation by arbitrarily excluding from consideration any alternative that could meaningfully preserve BLM Wyoming offices’ authority to adopt effective and scientifically credible conservation measures for greater sage-grouse.</p> <p>The Wind River/Bighorn Basin District February 2017 leasing EA considers only the no-action and proposed alternatives. The EA does not even consider an alternative, regularly considered and adopted by other field offices, would defer all remaining parcels located within sage grouse “Priority Habitat Management Areas” and “General Habitat Management Areas,” at least until such time as BLM completes a strategy for the implementation of the sage-grouse RMP amendments. We request that BLM give consideration to such a habitat prioritization alternative.</p> <p>Agencies may not reject an otherwise reasonable alternative out of hand simply because it shares some characteristics with the no-action alternative. <i>See Colorado Environmental Coalition v. Salazar</i>, 875 F. Supp.2d 1233, 1248-50 (D. Colo. 2012). Such an alternative would be consistent with BLM Instruction Memorandum IM WY-2012-019 at 8, which states:</p>	<p>Responses will only be directed for comments specific to the High Plains District (HPD) for the February 2017 Competitive Oil and Gas Lease Sale EA. As these are two distinct sales, in two distinct districts, with two distinct EA's, responses in this section apply only for the High Plains District February 2017 Competitive Oil and Gas Lease Sale EA. The HPD cannot respond for comments referring to or directed toward the Wind River/Bighorn Basin District EA or area.</p> <p>The BLM continues to assert that the impacts from an alternative that would consider not leasing in core is imbedded within the No Action alternative and its impacts are within the scope of the analysis. This comment provides no information which would change this determination.</p>

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		This policy does not preclude the development and immediate implementation of new, or innovative mitigation, or other conservation measures that would be expected to reduce activity/project impacts to sage-grouse and their habitats.	
43	CBD	<p><b>IV. Conclusion</b></p> <p>Due to the deficiencies documented in these comments, the Center requests:</p> <ol style="list-style-type: none"> <li>1. That a Finding of No Significant Impact not be issued, and that the BLM initiate the process for preparing an environmental impact statement prior to authorizing any further leasing.</li> <li>2. That the BLM defer all future sales within greater sage-grouse habitat until at least such time as it issues final implementation guidance for the sage-grouse RMP amendments, including the requirement to prioritize leasing outside of Priority and General Habitat Management Areas.</li> <li>3. That any further consideration of potential leasing within greater sage-grouse habitat consider not only leasing, but also deferral and or withdrawal, under FLPMA § 204, of said habitat from further leasing, consistent with the best available science regarding greater sage-grouse conservation.</li> </ol> <p>Thank you for consideration of these comments. The Center looks forward to reviewing a legally adequate EIS for this proposed oil and gas leasing action.</p>	No response needed.
44	Wyoming Game and Fish Department (WGFD)	The staff of the Wyoming Game and Fish Department (WGFD) has reviewed the Environmental Assessment for the February 2017 Oil and Gas Lease Parcels. We support the Proposed Action Alternative of the Environmental Assessment.	No response needed.
45	Merit Energy Company (Merit)	<p>Merit Energy Company, LLC, on behalf of itself and its affiliated entities (collectively, "Merit") submits this letter respectfully requesting that certain unleased federal lands purported to be included in the upcoming February 2017 lease sale be placed in parcels that isolate lands subject to existing communitization agreements. Upon information and belief, certain unleased portions of land located in the SW/4 of Section 8, Township 55 North, Range 72 West, Campbell County, Wyoming, containing 164.78 acres, more or less (the "Subject Lands"), will be subject to the February 2017 lease sale. Merit owns the following wells and lands subject to communitization agreements (each a "CA") containing unleased federal lands:</p> <ul style="list-style-type: none"> <li>• The Federal 22-8A well subject to CA# WYW-179223 (20.70125 unleased acres in Lots 7 and 8 of the Subject Lands);</li> <li>• The Federal 33-8 well subject to CA # WYW-179228 ( 15.50625 unleased acres in the E/2 of Lot 7 of the Subject Lands); and</li> <li>• The Federal 34-8 drilling location subject to CA # WYW-180131 (20.41500 unleased</li> </ul>	Preliminary lease sale parcels WY-1702-108 and WY-1702-109 are inappropriately configured to only partially cover one or more existing communitization agreements. Because of the unique circumstances surrounding these two preliminary lease sale parcels and the existing communitization agreements, the parcels will be reconfigured prior to the February 2017 sale to conform to the boundaries of the active communitization agreements within the subject lands referenced in your letter. Unfortunately, the two reconfigurations which you suggested do not conform to these boundaries. The final parcel configuration will be published in the Notice of Competitive Oil and Gas Lease Sale, that will be available approximately 90 days prior to the sale date.

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		<p>acres in the E/2 of Lot 10 of the Subject Lands).</p> <p>The enclosed map depicts the location of the unleased lands.</p> <p>Each CA contains terms and conditions stating, in relevant part, that any entity acquiring the unleased lands included in the CAs "will be subject to [such CA] as of the effective date of the issuance of the Federal Lease to said party(s)." The CAs further state that upon paying its proportionate costs of any wells located on the CA, the newly leased party" shall have the rights and obligations of said working interest after the issuance date of the Federal Lease."</p> <p>Given the terms and conditions of the CAs, Merit believes any parcels submitted for future leasing should be crafted in a manner that isolates the communitized lands. Specifically, Merit believes that if the Subject Lands are to be a part of the February 2017 lease sale, the Subject Lands should be split into the following two parcels:</p> <ul style="list-style-type: none"> <li>• Parcel 1: The N/2, SE/4 of Lot 7, E/2NE/4 of Lot 8, E/2 of Lot 10 of Section 8, Township 55 North, Range 72 West, Campbell County, Wyoming (56.6225 unleased acres); and</li> <li>• Parcel 2: The SW/4 of Lot 7, W/2NE/4, NW/4, S/2 of Lot 8, all of Lot 9, W/2 of Lot 10 of Section 8, Township 55 North, Range 72 West, Campbell County, Wyoming (108.1575 unleased acres).</li> </ul> <p>Apportioning the Subject Lands into the abovementioned two parcels is the most ideal manner in which the Subject Lands should be allotted for a number of reasons. First, apportionment in this manner avoids issuing multiple federal leases that will ultimately be partially committed to a CA and possibly multiple leases committed to a single CA. The Mineral Lease Act of 1920, as amended, provides the size requirements for federal oil and gas leases as follows: "units of not more than 2,560 acres ...;" and "[s]uch units shall be nearly as compact as possible." 30 U.S.C § 226(b)(1)(A).</p> <p>Second, the Bureau of Land Management (the "BLM") has taken actions consistent with this approach in connection with this same oil and gas lease sale (see pages 6 and 16 of Environmental Assessment 001-BLM-WY-P000-2 I 06-000 I -EA pertaining to the High Plains District Portion of the February 2017 Competitive Oil and Gas Lease Sale promulgated by the BLM).</p> <p>Third, apportioning the parcels in this manner ensures that acreage not subject to the CAs will be subject to its own tailored development requirements, as opposed to being burdened by one or more CAs governing existing oil and gas production. There is sufficient acreage in Parcel 2 to comply with the general State well location rules set forth under Chapter 3, Section 2(a) of the Wyoming Oil and Gas Conservation Commission's ("WOGCC") Rules and Regulations.</p>	

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		<p>Fourth, the proposed apportionment would lead to a more efficient development of the underlying minerals. If unleased acreage is included in parcels containing acreage subject to the CAs, such newly leased acreage would be held by production by any and all producing wells already located on the CAs. In other words, a new lessee would not need to drill on the newly leased lands because such leases would already be held by existing production.</p> <p>Alternatively, if the BLM is unwilling to apportion the lands between the communitized lands and the non-communitized lands in contravention of its apparent practice, Merit believes the lands should be split into the following three parcels:</p> <ul style="list-style-type: none"> <li>• Parcel 1: The N/2SW/4 (consisting of all of Lots 7 and 8) of Section 8, Township 55 North, Range 72 West, Campbell County, Wyoming (82.91 unleased acres);</li> <li>• Parcel 2: The SE/4SW/4 (consisting of all of Lot 10) of Section 8, Township 55 North, Range 72 West, Campbell County, Wyoming (40.83 unleased acres); and</li> <li>• Parcel 3: The SW/4SW/4 (consisting of all of Lot 9) of Section 8, Township 55 North, Range 72 West, Campbell County, Wyoming (41.04 unleased acres).</li> </ul> <p>This apportionment results in uniform leasehold ownership in all of the CAs; in other words, there is only one federal lease covering the currently unleased lands in each of the CAs. Although Parcels 1 and 2 would be held by production attributable to their respective CAs, Parcels 1 and 3 have sufficient acreage attributable thereto to independently drill a vertical well in compliance with state general well location rule in WOGCC's Rules and Regulations, Chapter 3, Section 2(a), and Parcel 2 developed with approval of an exception location under WOGCC's Rules and Regulations, Chapter, 3, Section 3.</p> <p>Merit hopes the BLM agrees circumstances affecting the Subject Lands require a more tailored approach to leasing such acreage. Accordingly, Merit respectfully requests that any unleased portions of the Subject Lands to be included in the February 2017 lease sale be apportioned in the three parcels outlined in this Jetter. Merit acknowledges the matter may be open to interpretation, and we welcome any questions or comments you may have.</p>	