

Appendix F
Public Comments and Responses
High Plains District Portion of the First Quarter 2018 Competitive Oil and Gas Lease Sale
DOI-BLM-WY-P000-2017-0002-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 First Quarter 2018 Competitive Oil and Gas Lease Sale EA (DOI-BLM-WY-P000-2017-0002-EA) began July 24, 2017, and closed August 23, 2017.	
	HPD	In accordance with the BLM's NEPA Handbook H-1790-1 at 6.9.2.2 and 8.3.3, and the CEQ regulations at 40 CFR 1503.4, similar comments may be summarized and one response given to each group of similar comments. Referring to H-1790-1 at 6.9 and 13.4, the public comments and information submitted in their entirety regarding this project including names, email addresses, street addresses, and phone numbers of the respondents are available for public review and disclosure at the High Plains District Office during regular business hours (7:45 a.m. to 4:30 p.m.) weekdays, except holidays. Comments submitted are retained in the Administrative Record.	
	HPD	Recent conflicts have been identified between oil and gas and coal development in areas under coal lease where there is an existing WDEQ mine permit. Two parcels in the Buffalo Field Office, WY-181Q-046 and WY-181Q-047, will be deferred until a policy is developed on how to proceed in light of these conflicts. Refer to Section 1.2 and Table 1.4 (page 3) in Version 2 of the EA.	
1	Wyoming Game and Fish Department	The staff of the Wyoming Game and Fish Department (Department) has reviewed the proposed High Plains District Portion of the First Quarter 2018 Competitive Oil and Gas Lease Sale. We support the Proposed Action Alternative of the Environmental Assessment.	The Wyoming Game and Fish Department (WGFD) as part of the State of Wyoming is a cooperating agency in all BLM planning processes and decisions. They continue to be involved in the leasing process as well. The BLM and the WGFD coordinate on oil and gas lease sales under BLM/WGFD Memorandum of Understanding WY131, Appendix 5G.
2	Cheyenne and Arapaho Tribes	On behalf of the Cheyenne and Arapaho Tribes, thank you for the notification of the First Quarter 2018 Competitive Oil and Gas Lease Sale. At this time, we have No Interest, however we welcome notification on future projects, and offer our best wishes on the current project.	No response needed.
3	National Parks Conservation Association (NPCA)	<p>The National Parks Conservation Association (NPCA) submitted a five page comment letter, summarized as follows:</p> <p>NPCA urges the BLM to defer nominated parcels WYW-181Q-011; WYW-181Q-021; WYW-181Q-022; WYW-181Q-023; WYW-181Q-024; WYW-181Q-025, which sit close to Fort Laramie National Historical Site. NPCA echoes concerns from the National Park Service itself, and seeks a site-specific analysis of potential impacts of development on the Fort before leases are issued.</p> <p>Waiting until the Application for Permit to Drill (APD) stage to address park concerns will necessarily give inadequate consideration to park protections, as the BLM can only condition development after leasing, not prohibit it. Issuing leases is an irretrievable commitment of resources and confers to the lessee a valid existing right. Such a right cannot be extinguished should subsequent study find that the impacts of development on the neighboring national park site are too great. Postponing the majority of decisions to</p>	<p>Development cannot be reasonably determined at the leasing stage, nor can impacts 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>Offering these parcels is in conformance with the approved RMP, which was revised (2007) and/or amended (2015) after consultation with the public and other Federal agencies, in accordance with FLPMA and the BLM's land use planning regulations. Each of these parcels will be subject to a controlled surface use (CSU) stipulation to protect visual resources along the national historic trail corridor, and another CSU stipulation to protect scenic and cultural resources within 3 miles of the Oregon Trail. Parcels WY-181Q-023 and WY-181Q-025, the two parcels closest to the Oregon Trail, are subject to a third CSU stipulation</p>

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		<p>the APD stage means the scope of development will be shaped after the lease is in the legal authority of the oil and gas operator and after BLM has made an irretrievable commitment of resources.</p> <p>The APD stage requires little or no public input.</p> <p>With the BLM not studying the potential impacts of development on Fort Laramie NHS before they've committed an irretrievable commitment of resources, park visitors and the general public are unable to determine at this stage how the lease sale may impact the park.</p>	<p>to protect scenic and cultural resources within ¼ mile of the Oregon Trail.</p> <p>In accordance with BLM Handbook H-1624-1 – Planning for Fluid Mineral Resources (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 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 Yates Petroleum Corp., 176 IBLA 144 (2008); National Wildlife Federation, 169 IBLA 146, 164 (2006).</p> <p>More extensive/expansive/restrictive mitigation, including adaptive management, could 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 impacts to land uses such as the Fort Laramie National Historic Site. With appropriate site-specific analysis, restrictions on production related activities could be imposed. The BLM coordinates as appropriate with landowners, local and state agencies, and other Federal agencies in the review of APDs, and considers “best practices” necessary to mitigate any potential negative impacts. The public as well is encouraged to participate in this process.</p>
4	NPCA	<p>Courts have considered these issues and have found that “there is no bright line rule that site-specific analysis may wait until the APD stage.” In <i>New Mexico ex rel. Richardson v. Bureau of Land Management</i>, an “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.”</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</p>

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			<p>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>
5	National Trust for Historic Preservation (NTHP)	<p>The National Trust for Historic Preservation (NTHP) submitted a six page comment letter summarized below. The letter includes 3 appendices comprising 25 pages.</p> <p>We are particularly concerned with the lack of protection afforded by the proposed stipulations on the parcels around the NHS. We believe that harmful effects to the NHS are reasonably likely if the leasing moves forward as proposed. While some stipulations may afford limited protection to the Oregon National Historic Trail, which crosses the area, no stipulations reference the NHS itself. Without more protection, further site-specific analysis is necessary because the lease sale would constitute an irretrievable commitment of resources for a project with reasonably foreseeable environmental consequences.</p> <p>As evidenced in the proposed lease stipulations in Appendix C of the EA, the existing RMPs do not have adequate stipulations to protect the Fort Laramie NHS from the impacts of oil and gas drilling. The lease stipulations that are proposed for the parcels in the near vicinity of the NHS contain no language referring to the site and ensure no protections.</p> <p>The parcels located in the map provided on page 2 are of greatest concern because of their proximity to the Fort Laramie NHS. All have some Controlled Surface Use (CSU) stipulations for scenic and cultural resources associated with the Oregon National Historic Trail, though these conditions are seemingly conflicting. For instance, some parcels contain a bar on surface occupancy or use within three miles or visual horizon of the National Historic Trail, unless an acceptable mitigation plan is reached with BLM. Several other parcels contain additional stipulations to protect Class I and/or Class II Visual Resource Management Areas. Still others contain a CSU restricting surface occupancy or use within a quarter mile or visual horizon of the National Historic Trail, whichever is closer. This stipulation seems contradictory with the three-mile buffer, and we request that BLM explain this seeming contradiction.</p>	<p>Each of the parcels in close proximity to the Fort Laramie National Historic Site (NHS) will be subject to a controlled surface use (CSU) stipulation to protect visual resources along the national historic trail corridor, and another CSU stipulation to protect scenic and cultural resources within 3 miles of the Oregon Trail. Parcels WY-181Q-010, WY-181Q-023 and WY-181Q-025 are subject to a third CSU stipulation to protect scenic and cultural resources within ¼ mile of the Oregon Trail. These stipulations overlap the NHS and will provide protection of those cultural and scenic resources.</p> <p>One CSU stipulation is directed at the visual resources designated as a Class II VRM area. The setting of multiple resource components may come together to create areas that are visually sensitive, or warrant specific management attention to preserve the visual setting and integrity. This particular area is influenced by the Fort Laramie NHS and the Oregon Trail, but is more concentrated on the North Platte River corridor. The Oregon Trail weaves along and is indelibly entwined in the river corridor, and in the history of westward migration and of Fort Laramie. Together with the adjacent landscape these features and their setting create the Class II VRM resource. In a class II area, the objective is to retain the existing character of the landscape. The level of change to the characteristic landscape should be low. Management activities may be seen, but should not attract the attention of the casual observer. Any changes must repeat the basic elements of form, line, color, and texture found in the predominant natural features of the characteristic landscape.</p> <p>The next CSU stipulation is directed at protecting cultural and visual resources within the viewshed foreground (out to a maximum of 3 miles) or the visual horizon of the Oregon Trail, where the setting contributes to National Register of Historic Places eligibility. This stipulation is focused more specifically on protecting physical features and associated sites along the Oregon Trail, as well as the trail trace.</p>

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			<p>The third CSU stipulation is directed at protecting cultural and visual resources within ¼ mile or the visual horizon of the Oregon Trail, where setting does not contribute to National Register of Historic Places eligibility. This stipulation is focused on protecting physical features and associated sites along the Oregon trail.</p> <p>These stipulations derive from different decisions in the Casper RMP and are associated with a specific resource component or combination of components. The underlying resource components may overlap, and thus the decisions will overlap in those areas, as they do near the Fort Laramie NHS.</p> <p>Though not keyed to Fort Laramie NHS, the CSU stipulations are designed to protect the scenic and cultural resources in this area – those same resources that are central to the Fort Laramie NHS.</p> <p>These areas remain open to oil and gas leasing in the RMP, subject to appropriate stipulations.</p> <p>Oil and gas in public domain lands within units of the National Park System, including the lands in Fort Laramie NHS, are not subject to leasing (43 CFR 3100.0-3(a)(2)). Applicable laws, BLM and NPS regulations, and the approved BLM RMP do not provide additional buffers of the NHS within which public lands are closed to oil and gas leasing.</p>
6	NTHP	<p>We believe that, due to reasonably foreseeable adverse impacts on the Fort Laramie NHS as a result of this proposal, further site-specific analysis is necessary at the leasing stage. However, the EA contains an incomplete statement of the applicable case law concerning when BLM is required to conduct further analysis at the leasing stage. Page 8 of the EA cites Park County Resource Council, Inc. v. USDA, 817 F.2d 609 (10th Cir. 1987), in asserting the proposition that “site-specific NEPA analysis is not possible absent concrete proposals.” It also states that “[f]iling an APD is the initial point at which a site-specific environmental appraisal can be undertaken.”</p> <p>This is an inaccurate statement of the law in the wake of a more recent 10th Circuit case, which suggested that there is no bright line rule for determining when site-specific analysis is necessary at the leasing stage. In N.M. ex rel. Richardson v. BLM, 565 F.3d 683 (10th Cir. 2009), the court found that the Park County situation was different, because the plaintiffs in that case had no evidence to suggest that exploratory drilling had started, or that full field development was likely to occur. But the court stopped short of adopting the principle that BLM can always wait until the development stage to conduct a site-specific analysis. Rather, the court stated that “there is no bright line rule that site-specific analysis may wait until the APD stage. Instead, the inquiry is</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</p>

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		necessarily contextual.” Id. at 717-18. The court concluded that NEPA required an analysis of the site-specific impacts of the lease prior to its issuance, and that BLM acted arbitrarily and capriciously in failing to conduct one. Id. at 718-19.	future action need not be considered significant when the reasonably foreseeable future action is speculative.”
7	NTHP	<p>BLM policy requires that state and field offices periodically review RMP effectiveness monitoring and conduct periodic RMP evaluations to determine whether the RMPs adequately protect important resource values in light of changing circumstances, updated policies, and new information. (Land Use Planning Handbook H-1601-1, section V, A, B; BLM Instruction Memorandum (IM) No. WO-2010-117 I.A.).</p> <p>It is clear based on the information provided that the stipulations suggested by the RMP are insufficient to protect the Fort Laramie NHS. This is a glaring oversight that should be revisited.</p>	<p>A resource management plan may be changed through amendment (or revision) if there is a need to consider monitoring and evaluation findings, new data, new or revised policy, a change in circumstances or a proposed action that may result in a change in the scope of resource uses or a change in the terms, conditions and decisions of the approved plan (43 CFR 1610.5-5). The Field Manager, in consultation with the State Director, is responsible for monitoring and evaluation of the RMP to determine the effectiveness of management actions and decisions, and to determine if the objectives of the RMP are being met. Other than revisiting resource allocation decisions concerning oil and gas leasing in wildlife habitat management areas (refer to Section 1.2 and Table 1.3, page 3 of the EA) the Casper Field Manager has not identified any conditions that warrant an amendment (or revision) of the RMP as it pertains to oil and gas leasing within the Casper Field Office.</p>
8	The Wilderness Society (WS)	<p>The Wilderness Society submitted an 18 page comment letter, summarized as follows:</p> <p>I. BLM Has Failed To Consider A Reasonable Range Of Alternatives.</p> <p>BLM must consider additional alternatives in the revised EA, including specifically alternatives to not offer lease parcels in high-quality greater sage-grouse habitat.</p>	<p>Impacts from an alternative that would consider not leasing in sage-grouse habitats are imbedded within the no action alternative and its impacts are within the scope of the analysis.</p> <p>In addition, the BLM considered alternatives in the Final EISs for the Buffalo RMP revision and the Casper and Newcastle RMP amendments that would have closed Greater Sage-grouse priority habitat management areas (PHMA) to oil and gas leasing. These alternatives were not selected.</p> <p>Appropriate stipulations in conformance with the approved land use plans have been applied to the parcels, including seasonal limitations protecting breeding and nesting areas and other prescriptions within PHMA. Required design features and best management practices are applied to limit the adverse impacts of oil and gas development on Greater Sage-grouse.</p>
9	WS	<p>II. Prioritizing Oil And Gas Leasing Above Other Multiple Uses Violates The Federal Land Policy and Management Act.</p> <p>BLM proposes to offer all nominated oil and gas lease parcels for sale in the March 2018 lease sale, regardless of other values present on these public lands that could be harmed by oil and gas development such as greater sage-grouse habitat. This proposed action indicates a preference for oil and gas leasing and development over other multiple uses, in contravention of the Federal Land Management and Policy Act (FLPMA), which establishes a multiple use and sustained yield mandate for the agency.</p>	<p>The FLPMA’s multiple use mandate is carried out primarily through the land use planning process. Section 202 of the FLPMA directs the Secretary of the Interior, with public involvement and consistent with the terms and conditions of the Act, to develop, maintain, and, when appropriate, revise land use plans which provide by tracts or areas for the use of the public lands. The proposed action and alternatives are in conformance with the RMPs for the affected public lands proposed for lease sale.</p>

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			<p>The BLM’s responsibility under the FLPMA is to ensure that public lands are managed “under principals of multiple use and sustained yield.” 43 USC§1732(a): "Multiple use management’ is a deceptively simple term that describes the enormously complicated task of striking a balance among the many competing uses to which lands be put, ‘including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and [uses serving] natural scenic, scientific and historical values.’ “Norton v. S. Utah Wilderness Alliance, 542 US 55, 58 (2004) (quoting 43 USC §1702(c). BLM’s second goal, sustainable yield, “requires BLM to control depleting uses over time, so as to ensure a high level of valuable uses in the future.” Id.) (citing 43 USC 1702§ (h)). Accordingly, BLM is not required, under FLPMA, to adopt the practices best suited to protecting wildlife, but instead to balance the protection of wildlife with the nation’s immediate and long-term need for energy resources. (See TRCP vs. Salazar, No. 08 Civ. 1047 (RJL) (C.A. D.C., Sept. 29, 2010)).</p> <p>FLPMA Sec. 302. [43 U.S.C. 1732] (b), in part: Except as provided in section 314, section 603, and subsection (f) of section 601 of this Act and in the last sentence of this paragraph, no provision of this section or any other section of this Act shall in any way amend the Mining Law of 1872 or impair the rights of any locators or claims under that Act, including, but not limited to, rights of ingress and egress. In managing the public lands the Secretary shall, by regulation or otherwise, take any action necessary to prevent unnecessary or undue degradation of the lands.</p> <p>The Mineral Leasing Act of 1920, as amended [30 U.S.C. § 181 et seq.], and the Mineral Leasing Act for Acquired Lands of 1947, as amended, give 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>43 CFR 3100.0-3 states "Oil and gas in public domain lands...are subject to lease under the Mineral Leasing Act of 1920..." These parcels are located in areas identified as open to oil and gas leasing in the existing land use plans. Stipulations have been added to these parcels to mitigate for resource impacts, as appropriate. The stipulations are based on the current RMPs.</p>

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10	WS	<p>III. BLM Failed To Prioritize Leasing Outside Of Greater Sage-Grouse Habitat.</p> <p>BLM has not prioritized leasing outside of sage-grouse habitat, as required by the Greater Sage Grouse EIS ROD, Buffalo Field Office ARMP/ROD, Wyoming 9-Plan GRSG LUPA, and Instruction Memorandum (IM) 2016-143. Under the Greater Sage Grouse EIS ROD.</p>	<p>Alternative B in the EA would carry forward to lease sale 14 parcels in PHMA with appropriate stipulations and 23 parcels in GHMA with appropriate stipulations. Forty-seven parcels are outside Greater Sage-grouse habitat. After deferral or addition of parcels as noted in Section 1.2 of the EA (Tables 1.2, 1.3 and 1.4), 45,003 acres are carried forward for analysis. A total of 21,354 acres or 47.5% of the acreage nominated for lease sale is within Greater Sage-grouse habitat.</p> <p>Table 3.7 in the Buffalo ARMP (beginning on page 90) addresses oil and gas leasing, including leasing and development in Greater Sage-grouse habitat. Decision O&G-2007 addresses areas closed to leasing and areas open to leasing with major, moderate or minor constraints. Appendix B to the ARMP (beginning on page 223) contains applicable stipulations, including stipulations for protection of Greater Sage-grouse (beginning on page 255). Best management practices (BMP) and required design features (RDF), additional measures aimed at reducing, preventing or avoiding impacts on resources and land uses, are detailed in the ARMP with Greater Sage-grouse specific BMPs and RDFs in Appendix C3 (beginning on page 288).</p> <p>Decision 2004 (page 2-15) of the Casper RMP ROD provides that areas not specifically closed will remain open to oil and gas leasing. Decision 2017 identifies areas closed to leasing and decisions 2016, 2015 and 2014 address areas available for leasing with major, moderate and minor constraints. Appendix I to the RMP contains applicable stipulations, including those for protection of Greater Sage-grouse.</p> <p>The Newcastle RMP ROD provides that Federal oil and gas leases will be issued with appropriate stipulations for protection of other resource values (page 12). Appendix 1 to the RMP contains applicable stipulations including those for protection of Greater sage-grouse.</p> <p>The Casper and Newcastle RMPs were amended by the Wyoming Approved Resource Management Plan Amendment for Greater Sage-Grouse (ARMPA). Table 1-6 (page 19) in the ARMPA notes key components including for fluid minerals, that PHMA will remain open to fluid mineral leasing subject to No Surface Occupancy (NSO) stipulations within 0.6 miles of an occupied lek, and Timing Limitation Stipulations (TLS) from March 15 to June 30, and GHMA will remain open to fluid mineral leasing subject to NSO within 0.25 miles of an occupied</p>

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			<p>lek and TLS. Table 1-6 reiterates the need to prioritize the leasing and development of fluid mineral resources outside Greater Sage-grouse habitat. The ARMPA includes general management decisions as well as program specific decisions aimed at protection of Greater Sage-grouse habitat. Management Decision MR1 (page 52) allows oil and gas leasing consistent and subject to the leasing stipulations analyzed in the timing, distance, disturbance, and density restrictions in Appendix B – Fluid Mineral Stipulations. Required design features are included in Appendix C.</p> <p>All of the parcels carried forward to lease sale in this EA are open to oil and gas leasing under the ARMP or ARMPA with appropriate constraints (stipulations), and are being offered consistent with the applicable RMPs as revised or amended. Appendix A to this EA summarizes the applicable stipulations, and Appendix C provides lease sale parcel descriptions with the stipulation text.</p> <p>Offering the parcels described in the EA is in conformance with the approved RMP, and also is consistent with current BLM policy.</p> <p>The timing, distance, density and disturbance requirements in the RMPs as revised or amended are carried forward as lease stipulations, and alert a prospective lessee of the limitations on lease development. Actual application of those requirements can only occur once a specific development proposal is submitted and analyzed.</p>
11	WS	<p>IV. BLM Failed To Ensure A Net Conservation Gain For Greater Sage-Grouse.</p> <p>BLM has not undertaken management actions necessary to ensure a net conservation gain to greater sage-grouse. Under the Buffalo Field Office ARMP/ROD and Wyoming 9-Plan GRS G LUPA:</p> <p>“In all GRS G habitat, in undertaking BLM management actions, and, consistent with valid existing rights and applicable law, in authorizing third-party actions that result in habitat loss and degradation, the BLM will require and ensure mitigation that provides a net conservation gain to the species, including accounting for any uncertainty associated with the effectiveness of such mitigation. This will be achieved by avoiding, minimizing, and compensating for impacts by applying beneficial mitigation actions.” BFO ARMP at p. 339, WY 9-Plan GRS G LUPA, p. 35.</p>	<p>There is no habitat loss through the administrative act of leasing. Site specific NEPA analysis will occur at the development stage (should a lease be issued, and if operations are proposed on the lease) that will analyze resource conflicts and identify mitigation for specific potential impacts.</p> <p>Offering these parcels is in conformance with the approved RMPs, which allocated resource uses and constraints for public lands within the respective planning areas.</p>
12	WS	<p>V. BLM Must Ensure Any Leases Issued Require Reduction Of Wasted Gas.</p>	<p>Beyond the scope of this document.</p>

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		<p>BLM must exercise its statutory obligation and authority to fulfill its federal obligation to reduce waste of natural gas by incorporating waste minimization requirements in lease terms.</p>	<p>In accordance with current regulations, the BLM requires submittal of a waste management plan and the BLM will continue to comply with our regulatory requirements. In addition, operations on Federal oil and gas leases in Wyoming must comply with the Wyoming Oil and Gas Conservation Commission and Wyoming Department of Environmental Quality rules.</p> <p>The Competitive Oil and Gas Lease Sale is an administrative action. Issuance of an oil and gas lease does not result in a land use authorization that directly results in resource impacts; the lessee will be required to obtain a land use authorization prior to taking actions on the lease. All parcels for the Competitive Oil and Gas Lease Sale are in compliance with the existing land use plans as required by 43 CFR 1610.5, and are in compliance with FLPMA and MLA. Site specific NEPA analysis will occur at the development stage that will analyze resource conflicts and identify mitigation for specific impacts.</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. Areas open or closed to leasing, and leasing stipulations, are developed during land use planning, which includes public participation. Stipulations applied to these parcels are consistent with the approved RMPs. The FEISs have full discussions of the methodology of stipulation development and application.</p>
13	WS	<p>VI. Addressing Management and Impacts from Well Completion Operations</p> <p>BLM needs to address how it expects to comply with its statutory duties under the Federal Land Policy and Management Act (FLPMA) and the MLA in light of the ongoing litigation over the 2015 hydraulic fracturing rule, 80 Fed. Reg. 16,128 (Mar. 26, 2015).</p>	<p>Beyond the scope of this document.</p> <p>The Competitive Oil and Gas Lease Sale is an administrative action. Issuance of an oil and gas lease in itself does not cause hydraulically fracturing and/or horizontal drilling to occur. The lessee will be required to obtain a land use authorization prior to taking actions on the lease.</p> <p>Since development cannot be reasonably determined at the leasing stage, many site specific impacts cannot realistically be analyzed at this time. Hydraulic fracturing and/or horizontal drilling are specific development scenarios. Should the parcels be sold and development proposed, an analysis of hydraulic fracturing and/or horizontal drilling would be completed and the</p>

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			<p>impacts to resources affected will also be analyzed under that site specific NEPA document.</p> <p>Referencing Federal Register Vol. 82, No. 141, Tuesday, July 25, 2017, pages 34464-34471: SUMMARY: On March 26, 2015, the Bureau of Land Management (BLM) published in the Federal Register a final rule entitled, “Oil and Gas; Hydraulic Fracturing on Federal and Indian Lands” (2015 final rule). The BLM is now proposing to rescind the 2015 final rule because we believe it is unnecessarily duplicative of state and some tribal regulations and imposes burdensome reporting requirements and other unjustified costs on the oil and gas industry. This proposed rule would return the affected sections of the Code of Federal Regulations (CFR) to the language that existed immediately before the published effective date of the 2015 final rule.</p> <p>Under current law and regulation, the State of Wyoming requires and regulates hydraulic fracturing under Wyoming Oil and Gas Regulation, Ch. 3, Section 45 (September 2010): ‘Approval must be sought to acidize, cleanout, flush, fracture, or stimulate a well. The sundry notice must include depth to perforations or the openhole interval, the source of water and/or trade name of fluids, type of proppants, as well as estimated pump pressures.’</p>
14	Wyoming Outdoor Council (WOC)	<p>The Wyoming Outdoor Council submitted a three page comment letter summarized as follows:</p> <p>We ask the BLM to defer all 83 parcels offered in this lease sale. We don’t make this request lightly, as it is not our typical practice to challenge all of the parcels offered in an oil and gas lease sale. In this case, however, unique facts surrounding the BLM’s updated methane waste rule compel us to do so.</p> <p>Late last year the Wyoming Outdoor Council—along with numerous other citizen, conservation and public health organizations, as well as the states of New Mexico and California—intervened in a lawsuit in support of the BLM’s common-sense and much needed update to its methane waste prevention rules. After the election of Donald Trump, however, the current administration has largely abandoned its recently-issued rule. This action, and the ongoing legal challenge to those rules, create a cloud of uncertainty over whether and how the BLM will comply with its duty to avoid waste in the interim. Until the BLM makes clear in its leasing EAs how it intends to adequately prevent waste, the offering of new leases should be deferred.</p>	REFER TO COMMENT RESPONSE #12 ABOVE.
15	Powder River Basin Resource Council (PRBRC)	<p>The Powder River Basin Resource Council (PRBRC) submitted a three page comment letter summarized as follows:</p> <p>In many areas of the EA, BLM’s analysis of likely environmental impacts stemming from leasing lands with current lease stipulations is inadequate. Instead of doing a</p>	The Greater Crossbow Oil and Gas Project is currently undergoing analysis through an environmental impact statement. No decisions have as yet been made whether or under what conditions the project might be approved. There is one entire parcel (WY-181Q-066, 40.20 acres) and one partial parcel (WY-

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		<p>parcel-by-parcel environmental review, BLM does a generic NEPA analysis of all of the parcels within the district offices' geographic areas.</p> <p>The problem with this generic analysis becomes especially prevalent when considering air quality and climate impacts. For example, it is unclear if emissions and climate impacts from proposed large-scale oil and gas development projects proposed after the ARMPA FEIS was released, like the Greater Crossbow Project, have been adequately accounted for.</p>	<p>181Q-064, 240.00 acres) within the Greater Crossbow Project boundary.</p> <p>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. Such is the case with the Greater Crossbow Oil and Gas Project EIS.</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>
16	PRBRC	<p>As current lease stipulations for sage-grouse, big game, and other wildlife, and current mitigation measures for air, water, and land resources are insufficient to appropriately protect public resources in Wyoming, robust pre-leasing NEPA analysis is needed to help determine alternatives and mitigation measures, including lease stipulations.</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. Areas open or closed to leasing, and leasing stipulations are developed during land use planning, which includes the opportunity for public participation and the opportunity to protest the RMP, both of which the PRBRC undertook for the BFO's RMP revision. Stipulations applied to these parcels are consistent with the approved RMPs. The FEISs have full discussions of the methodology of stipulation development and application.</p>
17	PRBRC	<p>We oppose any new leases located in sage grouse core areas and ask that parcels located within core areas and designated PHMAs be deferred. Scientific studies have clearly</p>	<p>The EA in Section 3.3.12 (page 41) provides a summary of Greater Sage-grouse habitat within the HPD and tiers to the</p>

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		<p>demonstrated that existing lease stipulations, including year-round and seasonal buffers around leks, do not prevent population decline. Considering it is the state’s goal to maintain and enhance sage-grouse populations in core areas, BLM should not be leasing in core areas with current stipulations (or even with controlled surface occupancy stipulations that do not specifically identify new protective measures).</p>	<p>FEISs and RMP revision/amendments for the Buffalo, Casper and Newcastle field offices, and the discussions of Greater Sage-grouse within those FEIS documents. The EA further references current BLM policy and application of protective measures, direction of conservation goals, objectives, allocations and management actions in Greater Sage-grouse habitat. The EA further describes current management and implementation of plan requirements.</p> <p>In addition, the BLM considered alternatives in the Final EISs for the Buffalo RMP revision and the Casper and Newcastle RMP amendments that would have closed Greater Sage-grouse priority habitat management areas (PHMAs) to oil and gas leasing. These alternatives were not selected.</p> <p>Appropriate stipulations in conformance with the approved land use plans have been applied to the parcels, including seasonal limitations protecting breeding and nesting areas and other prescriptions within PHMA. Required design features and best management practices are applied to limit the adverse impacts of oil and gas development on Greater Sage-grouse.</p>
18	PRBRC	<p>We also ask that the one parcel (WY-181Q-046) located within a designated elk calving area be deferred.</p>	<p>Parcel WY-181Q-046 intersects crucial elk winter range, but not elk calving habitat. Elk calving habitat was incorrectly identified on this parcel in Section 4.2.9 (page 50) of the EA (Version 1), and in Appendix A, Affected Environment Table. The EA and Appendix A have been corrected to reflect this error. The stipulations applied to parcel WY-181Q-046 in Appendix C are correct based on the Buffalo RMP.</p> <p>Lands in crucial winter range are available for oil and gas leasing under the RMP, subject to appropriate stipulations.</p> <p>Note that Parcel WY-181Q-046 will be deferred due to conflicts with existing coal leases (see Section 1.2 and Table 1.4 (page 3) of the EA, Version 2).</p>
19	PRBRC	<p>Under Section 4.3 Alternative A – No Action, the EA states: As these counties rely heavily on energy development revenue, the communities in the leasing areas are likely to be negatively impacted by loss of potential revenue. It is an assumption that the no action alternative (no lease option) may result in a reduction in domestic production of oil and gas. This would likely result in reduced Federal and state royalty income, and the potential for Federal land to be drained by wells on adjacent private or state land.</p> <p>To adequately address the socioeconomic impacts that oil and gas development would have on the parcels in question, we request that BLM also include an analysis of how</p>	<p>The EA tiers to the FEISs and RMP revision/amendments for the Buffalo, Casper and Newcastle field offices. Those documents provide an analysis of social and economic effects addressing a wide variety of resources and land uses including oil and gas exploration and production, recreation opportunities, tourism, population trends, etc. The analysis of socioeconomic and other consequences of developing areas open for oil and gas leasing is based on the reasonably foreseeable development scenario (RFD) for each RMP. Since we do not have specific development plans for the nominated lease sale parcels, revenues and socioeconomic</p>

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		<p>tourism, agriculture, recreation, and hunting would be affected if the lease sale moves forward and these lands are developed. Additionally, the courts have held that if an agency quantifies the benefits of a project, such as revenues from bids and royalties, it correspondingly needs to quantify impacts, such as how water resources, air quality, and greenhouse gas emissions might be affected.</p> <p>The BLM also lists "potential changes identified by the EPA that are expected to occur at the regional scale, where the proposed action and its alternatives are to take place." It is surprising that BLM does not find it necessary to discuss the impacts oil and gas development might have on local surface and ground water resources.</p>	<p>effects associated with production and potential changes in other land uses cannot be reasonably analyzed at this time. Associated effects will be analyzed in site specific NEPA documents, when necessary, should a subsequent APD or field development plan be submitted.</p> <p>The EA 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>There is substantial uncertainty that exists at the time the BLM offers a lease for sale regarding crucial factors that will affect potential GHG 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 GHGs 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). In this case, that is the appropriate point in time to estimate GHG emissions, if necessary and appropriate.</p> <p>GIS data as of January 2017 indicates that over half (58%) of Federal oil and gas leases in Wyoming do not have any active wells located within their boundaries. As these data demonstrate, not all leases are eventually fully developed, and thus it would be speculative to assume lease development will occur on the proposed leases for purposes of estimating greenhouse gas emissions.</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>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</p>

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			<p>climate change impacts through analysis at the time a site-specific plan of development is submitted for consideration, when warranted. 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> <p>This EA has tiered to, and incorporated by reference, the projected GHG emissions calculated for each field office's reasonably foreseeable development scenario.</p>
20	WildEarth Guardians (WG)	<p>WildEarth Guardians submitted a 10 page comment letter summarized below. The letter includes 15 Exhibits comprising 496 pages.</p> <p>I. The BLM's Environmental Assessment Violates the National Environmental Policy Act.</p> <p>A. The BLM Fails to Properly Analyze the Direct and Indirect Impacts of Greenhouse Gas Emissions that Would Result from Issuing the Proposed Lease Parcels</p> <p>B. The BLM Fails Analyze the Cumulative Impacts of Greenhouse Gas Emissions that Would Result from Issuing the Proposed Lease Parcels.</p> <p>C. The BLM Fails to Analyze the Costs of Reasonably Foreseeable Carbon Emissions Using Well-Accepted, Valid, Credible, GAO-Endorsed, Interagency Methods for Assessing Carbon Costs.</p>	<p>The EA 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>There is substantial uncertainty that exists at the time the BLM offers a lease for sale regarding crucial factors that will affect potential GHG 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 GHGs 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). In this case, that is the appropriate point in time to estimate GHG emissions, if necessary and appropriate.</p> <p>GIS data as of January 2017 indicates that over half (58%) of Federal oil and gas leases in Wyoming do not have any active wells located within their boundaries. As these data demonstrate, not all leases are eventually fully developed, and thus it would be speculative to assume lease development will occur on the proposed leases for purposes of estimating greenhouse gas emissions.</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>

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			<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 analysis at the time a site-specific plan of development is submitted for consideration, when warranted. 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> <p>This EA has tiered to, and incorporated by reference, the projected GHG emissions calculated for each field office's reasonably foreseeable development scenario.</p>