National Audubon Society
The Wilderness Society
Wyoming Outdoor Council
Wyoming Wilderness Association

BLM Wyoming State Office
5353 Yellowstone Road
P.O. Box 1828
Cheyenne, Wyoming 82003

Via Federal Express

May 11, 2018

Re: Protest of the June 21, 2018 Competitive Oil and Natural Gas Lease Sale for the BLM Wyoming High Desert District

To whom it may concern:

Please accept this protest of the above oil and natural gas lease sale that is filed by The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association, and the National Audubon Society. This protest is filed pursuant to the provisions at 43 C.F.R. § 3120.1-3. In this lease sale, the Bureau of Land Management (BLM) is proposing to sell 163 parcels that would cover approximately 199,701 acres of federal minerals.¹

According to the leasing EA, nearly all of the proposed parcels are located within habitat of the Greater Sage-grouse. Specifically, forty-four whole and portions of 30 parcels are located in Priority Habitat Management Areas (PHMA) and 89 whole and portions of 30 parcels are located in General Habitat Management Areas (GHMA) for the Greater Sage-grouse (GSG). EA at 2, 85.

I. ISSUES OF CONCERN

We have a number of concerns with the proposed actions including, in particular, the potential for significant cumulative impacts to Greater sage-grouse and other sagebrush-obligate species, and undisclosed yet potentially widespread and significant impacts to groundwater resources. In addition, the environmental analysis fails to satisfy the basic requirements of the National Environmental Policy Act (NEPA) by failing to analyze a reasonable range of

¹ This is according to the Environmental Assessment (EA) prepared for this lease sale. See DOI BLM-WY-DOOO-2018-0001-EA at 7. However, in a press release for this lease sale the BLM says 162 parcels would be offered covering 198,588 acres. https://eplanning.blm.gov/epl-front-office/projects/nepa/85072/144180/177736/200SaleListPosting_PR_(1).pdf. The Finding of No Significant Impact (FONSI) for this lease sale also says 162 parcels will be offered for sale.
alternatives to the lease everything – lease nothing approach described in the EA, and by failing to take a hard look at the full range of direct, indirect and cumulative environmental impacts that will result from reasonably foreseeable development on the parcels. Third, the EA describes a proposal, which, if approved by BLM, will not be in conformance with the applicable Resource Management Plan (RMP) requirements to prioritize leasing outside of Greater sage-grouse habitat. Finally, elevating oil and gas development on vast tracts of the Great Divide Basin over other multiple uses in order to achieve the stated purpose of “energy dominance” is fundamentally contrary to the multiple use–sustained yield principles embodied in the Federal Land Policy and Management Act (FLPMA).

II. LEASE PARCELS PROTESTED

We protest the proposal by BLM to sell the 163 parcels under its Proposed Action. See EA at 10-56, 98-105, and Appx B (listing these parcels and showing their locations and attached stipulations).  

III. INTERESTS OF THE PARTIES

The Wilderness Society, Wyoming Outdoor Council, National Audubon Society, and the Wyoming Wilderness Association have a long-standing interest in the management of BLM lands in Wyoming and we engage frequently in the decision-making processes for land use planning and project proposals that could potentially affect our public lands and mineral estate, including the oil and natural gas leasing process and lease sales. Our members and staff enjoy a myriad of recreational, scientific and other opportunities on BLM-managed public lands, including hiking, biking, nature-viewing, photography, and quiet contemplation in the solitude offered by wild places. Our missions are to work for the protection and enjoyment of the public lands for and by our members and the public.

The National Audubon Society’s mission is to conserve and restore natural ecosystems, focusing on birds, other wildlife, and their habitats for the benefit of humanity and the earth’s biological diversity.

The mission of the Wilderness Society is to protect wilderness and inspire Americans to care for our wild places.

Founded in 1967, the Wyoming Outdoor Council is the state’s oldest and largest independent conservation organization. Its mission is to protect Wyoming’s environment and quality of life for present and future generations.

The Wyoming Wilderness Association (WWA) is a non-profit organization created in 1979 by a group of wilderness advocates and outdoors people who envisioned the Wyoming Wilderness Act. Our mission is to defend Wyoming’s magnificent wild landscapes from the

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2 See footnote 1.
pressures of development, mismanagement, and commodification. We represent the values and interest of nearly 2,000 Wyoming members.

Although our organizations generally support the judicious leasing and responsible development of the public’s oil and gas resources when done in the right place and after full disclosure of the environmental impacts that will result from development, we have concluded that with respect to this proposal, none of those basic guiding tenets have been achieved.

IV. AUTHORIZATION TO FILE THIS PROTEST

As an attorney and Litigation and Energy Policy Specialist for The Wilderness Society, I am authorized to file this protest on behalf of The Wilderness Society and its members and supporters, and I have like authority to file this protest on behalf of the Wyoming Outdoor Council, Wyoming Wilderness Association, and National Audubon Society.

V. STATEMENT OF REASONS

A. BLM Has Not Complied with the National Environmental Policy Act.

1. The EA fails to analyze a reasonable range of alternatives.

NEPA generally requires the BLM to conduct an alternatives analysis for “any proposal which involves unresolved conflicts concerning alternative uses of available resources.” 42 U.S.C. § 4332(2)(E). The regulations further obligate BLM to “rigorously explore and objectively evaluation all reasonable alternatives” including those “reasonable alternatives not within the jurisdiction of the lead agency,” so as to “provid[e] a clear basis for choice among the option.” 40 C.F.R. § 1502.14. The range of alternatives is the heart of a NEPA document because “[w]ithout substantive, comparative environmental impact information regarding other possible courses of action, the ability of [a NEPA analysis] to inform agency deliberation and facilitate public involvement would be greatly degraded.” New Mexico ex rel. Richardson v. BLM, 565 F.3d 683, 708 (10th Cir. 2009). That analysis must cover a reasonable range of alternatives so that an agency can make an informed choice from the spectrum of reasonable options.

By contrast, in evaluating lease sales, including this one, BLM frequently analyzes only two alternatives: a no action alternative, which would exclude all lease parcels from the sale; and a lease everything alternative, which would offer for lease all proposed parcels. An EA offering a choice between leasing every proposed parcel, and leasing nothing at all, does not present a reasonable range of alternatives. See TWS v. Wisely, 524 F. Supp. 2d 1285, 1312 (D. Colo. 2007) (BLM violated NEPA by failing to consider “mideground compromise between the absolutism of the outright leasing and no action alternatives”); Muckleshoot Indian Tribe v. US Forest Serv., 177 F.3d 800, 813 (9th Cir. 1999) (NEPA analysis failed to consider reasonable range of alternatives where it “considered only a no action alternative along with two virtually identical alternatives”).

For this lease sale, BLM has not analyzed any alternatives that fall between the two
extremes, and instead just considered the “No Action” and “Proposed Action,” under which BLM would lease all one-hundred sixty-three (163) parcels comprising almost two hundred thousand acres of federal mineral estate in the High Desert District. For example, the EA fails to evaluate an alternative that would defer leasing in Priority Habitat Management Areas and/or General Habitat Management Areas for Greater sage-grouse, despite a legal obligation to do so under the Approved RMP Amendments (September 2015) and associated policy guidance. See Wyoming BLM ARMPA at 24, Management Objective No. 14 (“Priority will be given to leasing and development of fluid mineral resources, including geothermal, outside of PHMAs and GHMAs.”); see also Record of Decision and Approved RMP Amendments for the Rocky Mountain Region 1-25 (“the ARMPs ... prioritize oil and gas leasing and development outside of identified PHMAs and GHMAs. ... This objective is intended to guide development to lower conflict areas and as such protect important habitat. . . .”); BLM Instruction Memorandum (IM) 2016-143 (listing the required procedures for prioritizing oil and gas leasing outside of PHMAs and GHMAs). Because BLM has not evaluated these or any other “middle-ground” alternatives, it has violated NEPA.

BLM’s statements in the EA that deferring parcels in PHMA and GHMA was not considered as an alternative because (1) such an alternative “would not be in conformance with the respective RMPs as amended (2015)”, (2) “this alternative would unnecessarily constrain oil and gas occupancy in areas where” the respective RMPs “have determined that less restrictive stipulations would adequately mitigate the anticipated impact while providing for Greater Sage-Grouse habitat conservation” and (3) deferral would not comply with the energy burdens prohibitions in Executive Order No. 13783 and its energy dominance policy, are simply wrong. EA. at 8; see also FONSI at unnumbered page 4 (same).

With these comments, we are submitting and incorporating by reference a report from Dr. Matt Holloran addressing the importance of prioritization of leasing and development outside habitat. See Exhibit 1 to these comments. Dr. Holloran’s report looks to the manner in which the ARMPA requires prioritizing leasing and development outside PHMAs and GHMAs, in addition to protective stipulations for leases that are offered. Dr. Holloran’s report further concludes that by disregarding the prioritization requirement, BLM is failing to protect sage grouse habitat at the landscape level as required by the ARMPA. In the June 2018 lease sale, the Wyoming BLM is proposing to offer for lease 44 parcels in PHMA, 89 parcels in GHMA, and 30 parcels that overlap both PHMA and GHMA. Given the importance of these areas to the conservation of this imperiled species, the EA should have analyzed an alternative that deferred leasing in PHMA and GHMA.

Deferring leasing in PHMA and GHMA surrounding the massive Continental Divide-Creston natural gas development project would also help to ensure that relatively intact and undisturbed habitat remains available to mitigate disturbance to Greater sage-grouse in that developing field.

Nor did BLM consider an alternative that deferred parcels containing important and highly sensitive habitats such as big game crucial winter range, parturition areas and migration routes, as shown in EA Table 3-1, pages 10-56. As explained in the EA: Crucial winter range is a key requirement for the health and survival of big game herds. The availability of good winter
range where big game can find shelter and adequate food means all the difference between strong populations or a herd weakened by starvation and at increased risk for disease and predation. Parturition or birthing areas are locations where hiding cover provides shelter and forage for nursing mothers and their young. The Wyoming Game and Fish Department (WGFD) defines these two types of important wildlife: crucial winter range (CWR) and parturition range (PR). Disturbance of animals on CWR and PR by people and motor vehicles and the loss of CWR and PR from development can heavily impact big game animals during these times. EA at 82-83.

Studies have demonstrated that oil and gas development – even development that is subject to protective stipulations and conditions of approval – has a negative impact on ungulates such as mule deer. See, http://wyocoopunit.org/projects/evaluatinginfluence-development-mule-deer-migrations-project. Indeed, the impacts to crucial big game habitats and migration routes described in the EA (section 4.2.2.) support the need to consider an alternative that would defer leasing parcels that contain these resources. These habitats are considered “vital” by the WGFD:

Vital habitats” directly limit a wildlife community, population, or subpopulation, and restoration or replacement may not be plausible. Such habitats include, but are not limited to, big game crucial winter ranges, sage-grouse nesting and brood-rearing habitats, habitats essential for species of Greatest Conservation Need (SGCN), and blue ribbon fisheries (streams). The WGFD is directed by the Commission to recommend no loss of habitat function. Some modifications of habitat characteristics may occur provided habitat function is maintained (i.e., the location, essential features, and species supported are unchanged).


According to the EA:

Studies conducted for the Greater Sage-Grouse (Holloran 2005), for pronghorn (Berger et al. 2008), and for mule deer (Sawyer et al. 2010) demonstrate that intense oil and gas development such as that occurring on the Jonah and Pinedale Anticline Project areas can negatively affect these species and impact their use of crucial habitats in close proximity to the development, as well as migration corridors (Sawyer et al. 2010).

EA at 83.

Recognizing that damage to these habitats may be difficult or impossible to avoid or fully mitigate with lease stipulations or efforts at the APD stage, including an alternative that defers offering parcels containing these habitats avoids the possibility of damage to these vital resources and therefore should have been analyzed in this EA.
In response to comments (EA Appx E, Response # 37), BLM asserts that the alternative of closing sage-grouse habitat to leasing was considered in the ARMPA. But the alternative of deferring particular PHMA and/or GHMA parcels from this lease sale is considerably different from an alternative that closes all such areas planning area-wide for the life of the RMP. Moreover, the ARMPA’s prioritization requirement expressly contemplates that BLM will guide leasing away from sage-grouse habitat. Doing so at the lease sale stage requires consideration of alternatives that defer such leases. BLM also errs in suggesting that the EA’s no action alternative makes consideration of a middle-ground alternative unnecessary. That is not the law: even if every parcel to be offered in the June sale covers PHMA and/or GHMA, BLM has an obligation to consider reasonable middle-ground alternatives that (for example) only lease less valuable habitat, or areas closest to existing oil and gas development.

2. BLM has failed to take the necessary “hard look” at potential environmental impacts.

BLM has not taken the required “hard look” at potential environmental impacts. Under NEPA, BLM must evaluate the “reasonably foreseeable” site-specific impacts of oil and gas leasing, prior to making an “irretrievable commitment of resources.” New Mexico ex rel. Richardson, 565 F.3d at 718; see also Sierra Club v. Hodel, 848 F.2d 1068, 1093 (10th Cir. 1988) (agencies are to perform hard look NEPA analysis “before committing themselves irretrievably to a given course of action so that the action can be shaped to account for environmental values”); Sierra Club v. Peterson, 717 F.2d 1409, 1411 (D.C. Cir. 1983) (on land leased without a No Surface Occupancy Stipulation the Department cannot deny the permit to drill; it can only impose ‘reasonable’ conditions which are designed to mitigate the environmental impacts of the drilling operations.). Courts have held that BLM makes such a commitment when it issues an oil and gas lease without reserving the right to later prohibit development. New Mexico ex rel. Richardson, 565 F.3d at 718.

Here, BLM is in fact making an “irretrievable commitment of resources” by offering leases without reserving the right to prevent all future development. Further, as demonstrated in the attached report by Ken Kreckel, which we also incorporate by reference, the site-specific impacts are “reasonably foreseeable” and should be analyzed in this EA, rather than waiting until a leaseholder submits an application for permit to drill (APD). See Exhibit 2 to these comments. Unfortunately, the EA takes exactly the wrong approach and does not adequately evaluate impacts. See, e.g., EA at 95 (“the impacts listed below are more generic, rather than site-specific.”). Yet, BLM expressly defers a site-specific analysis on key resource values, including wildlife, recreation, visual resources, and useable water resources. This approach violates NEPA, and BLM must take the site-specific impacts of leasing into account at this stage.

BLM’s response to comments (EA Appx E, Response # 40) stating that site-specific review will occur at the APD stage does not satisfy NEPA. NEPA requires that BLM analyze and disclose all reasonably foreseeable impacts from development before it issues the leases. As the Ken Kreckel report shows, BLM’s EA does not do so.

Moreover, BLM cannot rely for this sale on the plan-level analysis conducted for the ARMPA. Tiering is only appropriate when a subsequent NEPA document incorporates by reference earlier general matters into a subsequent narrower statement; but it does not allow a
subsequent analysis to ignore the specific environmental issues that are presented in the later analysis. 40 C.F.R. § 1508.28. The ARMPA does not address the site-specific impacts associated with issuing these particular lease parcels. On the contrary, by requiring a prioritization analysis the ARMPA contemplates that such an analysis will occur at the leasing stage. See S. Fork Band Council of W. Shoshone of Nevada v. U.S. Dep’t of the Interior, 588 F.3d 718, 726 (9th Cir. 2009) (holding that while tiering is sometimes permissible, “the previous document must actually discuss the impacts of the project at issue”).

3. **BLM has failed to consider the cumulative impacts of leasing.**

NEPA requires BLM to evaluate the cumulative impacts of this lease sale “resulting from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions.” 40 C.F.R. § 1508.27(b)(7); Kern v. Bureau of Land Management, 282 F.3d 1062, 1075-77 (9th Cir. 2002). To satisfy this requirement, BLM’s NEPA analysis must consider the cumulative impact of all the recent and currently-planned oil and gas auctions in which BLM has offered hundreds of leases affecting sage grouse habitat protected under the RMPs. These sales include, but are not limited to:

- **December 2017 Montana sale:** 187 out of 204 parcels offered;³
- **December 2017 Wyoming sale:** of 45 parcels to be offered, 26 parcels are partly or entirely in PHMA, and 24 parcels are partly or entirely in GHMA;⁴
- **March 2018 Wyoming sale:** 96 percent of parcels to be offered under the proposed alternative for Wind River/Bighorn Basin District are in sage grouse habitat,⁵ and 37 parcels to be offered in the High Plains District are in PHMA or GHMA;⁶ and
- **December 2017 Utah sale:** 30,371 acres of GHMA and 952 acres of PHMA.⁷


These are only a few examples—other recent BLM sales have already occurred in western states that leased other sage grouse-protected areas. Many of these sales also, as discussed in more detail below, violate the prioritization requirements of the 2015 grouse plans. BLM must analyze and disclose the cumulative impacts of this wave of leasing on the Greater sage-grouse and its habitat. BLM (in the Rocky Mountain Region Record of Decision and Wyoming “Nine Plan” Amendments and Revisions) and numerous authorities, as indicated in the report from Matt Holloran, have recognized the importance of addressing sage-grouse conservation on a comprehensive range-wide basis, and accounting for connectivity between state and regional populations and habitats, habitat fragmentation, and other impacts. As stated in the Rocky Mountain ROD, for the grouse plans collectively: “The cumulative effect of these measures is to conserve, enhance, and restore GRSG habitat across the species’ remaining range in the Rocky Mountain Region and to provide greater certainty that BLM resource management plan decisions in GRSG habitat in the Rocky Mountain Region can lead to conservation of the GRSG and other sagebrush-steppe-associated species in the region.” Rocky Mountain ROD, p. S-2.

The EA also fails to analyze and disclose the cumulative impacts of this lease sale when combined with development planned as part of the nearby Continental Divide-Crestone (CD-C) project. The EA doesn’t mention the environmental effects from the CD-C project, and the CD-C EIS doesn’t disclose the environmental effects from this lease sale. In fact, except for cumulative impacts to air resources, there’s no analysis of cumulative impacts whatsoever in this leasing EA. The EA simply references the discussion of cumulative impacts in the WY ARMPA, which is far too generic to satisfy NEPA’s requirement to analyze the reasonably foreseeable future actions and impacts relevant to this lease sale. Under NEPA, BLM cannot lease hundreds of parcels covering many thousands of acres in Montana, Wyoming and other states without considering the cumulative and trans-boundary impacts to the greater sage-grouse and other resources. Properly analyzing those impacts will require a full environmental impact statement (EIS), not just an EA.

In response to comments (EA Appx. E, Response # 33), BLM asserts that cumulative impacts had been adequately considered in the RMPs. But these documents did not consider the numerous, widespread, actual lease sales that BLM is conducting in a number of states where the prioritization requirement is not being recognized in the NEPA analysis, as we point out above.

4. The EA underestimates impacts to groundwater resources by incorrectly assuming that useable water sources will be protected.
Section 4.2.9 of the leasing EA summarizes some of the potential generic impacts to water resources that can occur as a result of oil and gas development. In an effort to downplay those impacts, however, the EA claims (at 123) that:

Authorization of the proposed projects would require full compliance with local, state, and federal directives and stipulations that relate to surface and groundwater protection and the BLM would deny any APD who proposed drilling and/or completion process was deemed to not be protective of usable water zones as required by 43 CFR 3162.5-2(d).

Unfortunately, the reality is that usable water zones are typically not protected. Since 1988, BLM’s Onshore Order No. 2 has required operators to construct wells to isolate and protect aquifers containing “usable water,” defined as having up to 10,000 ppm total dissolved solids (TDS). 53 Fed. Reg. 46,798, 46,801, 46,805 (Nov. 18, 1988). BLM adopted the 10,000-ppm standard because it matched the definition of “underground source of drinking water” used by EPA in administering the Safe Drinking Water Act (SDWA). See id. at 46,798 (citing 40 C.F.R. § 144.3). When BLM issued its 2015 hydraulic fracturing rule, it made a housekeeping change amending the applicable provision in the Code of Federal Regulations to conform with the Onshore Order No. 2 usable water requirement. 80 Fed. Reg. 16,128, 16,141–42 (Mar. 26, 2015). But in opposing the hydraulic fracturing rule, several industry trade associations and states informed the court that there has been widespread non-compliance with the 10,000-ppm standard, despite the fact that Onshore Order No. 2 is a legally-binding regulation promulgated by notice-and-comment rulemaking. See 53 Fed. Reg. at 46,798; 43 C.F.R. § 3164.1(b). Based in part on concern that the hydraulic fracturing rule would require companies to change their practices, the U.S. District Court for Wyoming enjoined the rule in 2015. Order on Motions for Preliminary Injunction at 30–33, 53-54, ECF No. 130, Wyoming v. Jewell, 2:15-cv-00043-SWS (D. Wyo. Sept. 30, 2015) (Wyoming v. Jewell).

Since then, industry trade associations have continued to highlight that there is a widespread industry practice of failing to protect underground sources of drinking water. For example, in their September 25, 2017 comments supporting BLM’s proposed rescission of the hydraulic fracturing rule, Western Energy Alliance and the Independent Petroleum Association of America (collectively, WEA), told the agency that the 10,000-ppm standard is inconsistent with “existing practice for locating and protecting usable water.” Sept. 25, 2017 WEA comments at 59 (WEA comments).8 Instead, companies in Wyoming typically set well casing to a depth of only “100 feet below the deepest water well within a one mile radius of [the] oil or gas well”—usually 1,000 feet below ground or less. Id. at 84. And in Montana and North Dakota, WEA states that companies only install protective casing for the Pierre Shale formation, regardless of whether underground sources of drinking water may exist below that formation. Id.

WEA has explained that requiring companies to protect all underground sources of drinking water would result in substantial additional costs for “casing and cementing associated with isolating formations that meet the numerical definition of usable water under the [Onshore

Order No. 2 standard], but which are located at depths deeper than the zones that state agencies and BLM field offices have previously designated as requiring isolation.” WEA comments at 84. WEA predicted that complying with the 10,000-ppm standard would cost industry nearly $174 million per year in additional well casing expenses. Id. at 84-85.

Industry’s admissions raise a significant environmental concern that BLM must address before issuing new leases. Accepting WEA’s statements as true, BLM and energy companies have been putting numerous underground sources of drinking water at risk. In its 2016 hydraulic fracturing study, the Environmental Protection Agency (EPA) noted that, “the depth of the surface casing relative to the base of the drinking water resource to be protected is an important factor in protecting the drinking water resource.”

While water with salinity approaching 10,000 ppm TDS is considered “brackish,” such aquifers are increasingly being used for drinking water. In fact, EPA adopted the 10,000-ppm standard based on the 1974 legislative history of the SDWA, which explained that Congress intended the SDWA to “protect not only currently-used sources of drinking water, but also potential drinking water sources for the future.” H.R. Rep. No. 93-1185 (1974), 1974 U.S.C.C.A.N. 6454, 6484.

Similarly, BLM explained in 2015 that “[g]iven the increasing water scarcity [in much of the United States] and technological improvements in water treatment equipment, it is not unreasonable to assume [these] aquifers ... are usable now or will be usable in the future.” 80 Fed. Reg. at 1,142. The agency noted that even “if we’re not using that water today we may be using it ten years [or] a hundred years from now. So we don’t want to contaminate it now so it’s unusable in the future.” Wyoming v. Jewell admin. record at DOIAR0009703, attached as Exhibit 3 to these comments. Comments from EPA and the Association of Metropolitan Water Agencies (AMWA) supported this conclusion. Id. at DOIAR0038117. AMWA reported that brackish groundwater is already being used for drinking in some parts of the country. See id. at DOIAR0038118 (pumping 8,000 ppm TDS groundwater in Florida); id. at DOIAR0068337 (desalination already being used for municipal water treatment in some areas). AMWA explained that because of “challenges resulting from climatic changes, population growth and land development, many utilities are turning to more challenging groundwater sources such as those that are very deep or have high salinity concentrations ... given the lack of sufficient water elsewhere.” Id. at DOIAR0038118. Higher salinity water is also being used today for some industrial purposes. See, e.g., id. at DOIAR0075763 (power plant cooling).

Our concerns are underscored by recent research showing that it is very common in this region for hydraulic fracturing and oil and gas production to occur in shallow formations that have only limited vertical separation from underground sources of drinking water. Fracturing and production also sometimes occur within an aquifer that represents an underground source of drinking water. For example, EPA’s 2016 report found that “hydraulic fracturing within a drinking water resource” is “concentrated in some areas in the western United States” that

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include “the Wind River Basin near Pavillion, Wyoming, and the Powder River Basin of Montana and Wyoming.” Where that occurs, EPA explained that:

... hydraulic fracturing within drinking water resources introduces hydraulic fracturing fluid into formations that may currently serve, or in the future could serve, as a drinking water source for public or private use. This is of concern in the short-term if people are currently using these formations as a drinking water supply. It is also of concern in the long-term because drought or other conditions may necessitate the future use of these formations for drinking water.

Id.

Other recent studies have made similar findings. Researchers investigating the oil and gas-related contamination in Pavillion, Wyoming reported that shallow fracturing also occurs in New Mexico, Colorado, Utah and Montana. Gayathri Vaidyanathan, Fracking Can Contaminate Drinking Water at 8, Sci. Am. (Apr. 4, 2016) (Sci. Am. Article), attached as Exhibit 4 to these comments. The researchers concluded that “it is unlikely that impact to [underground sources of drinking water] is limited to the Pavillion Field . . .” Dominic C. DiGiulio & Robert A. Jackson, Impact to Underground Sources of Drinking Water and Domestic Wells from Production Well Stimulation and Completion Practices in the Pavillion, Wyoming Field, 50 Am. Chem. Society, Envtl. Sci. & Tech. 4524, 4532 (Mar. 29, 2016), attached as Exhibit 5 to these comments. Another study found that approximately three quarters of all hydraulic fracturing in California occurs in shallow wells less than 2,000 feet deep. See also Exhibit 6.

WEA’s description of widespread non-compliance with Onshore Order No. 2, and the evidence of shallow production and fracturing, raise a significant environmental issue that must be addressed as a reasonably foreseeable effect of the lease sale. See Baltimore Gas & Elec. Co. v. NRDC, 462 U.S. 87, 97 (1983) (an agency must “consider every significant aspect of the environmental impact of a proposed action”); see also Davis v. Mineta, 302 F.3d 1104, 1123 (10th Cir. 2002). Moreover, BLM’s analysis must “state how alternatives considered in it and decisions based on it will or will not achieve the requirements of [NEPA] and other environmental laws and policies.” 40 C.F.R. § 1502.2(d); League of Wilderness Defenders v. USFS, 585 Fed. Appx. 613, 614 (9th Cir. 2014); Montana Wilderness Association v. McAllister, 658 F. Supp. 2d 1249, 1255-56 (D. Mont. 2009). The Council on Environmental Quality regulations also require a discussion of possible conflicts with the objectives of state, local and federal land use plans, policies and controls for the area concerned. 40 C.F.R. § 1502.16(c).

Ignoring evidence of widespread noncompliance with BLM’s standards for protecting underground sources of drinking water would violate NEPA. To make an informed decision on

10 EPA Study at ES-27; see also id. at 6-44 to 6-50.

whether to lease these lands BLM needs to know whether doing so will put underground sources of drinking water at risk, and what additional stipulations or other steps are needed to prevent such contamination.

The information necessary to make such an assessment is readily available in BLM’s own permitting files for existing oil and gas wells, from produced water records on existing wells, and from other sources such as US Geological Survey reports. 80 Fed. Reg. at 16,151–52. Moreover, to the extent any information gaps exist, it is incumbent on BLM to obtain that additional information before making an irreversible commitment of resources by issuing the leases. Additional data on, for example, aquifer quality or well construction practices is “essential to a reasoned choice among alternatives” and can be collected at a cost that is not “exorbitant.” See 40 C.F.R. § 1502.22.

BLM cannot simply defer this issue until the APD stage and assume that all laws will be met. (See EA Appx E, Response # 42 (response to comments). The record provides substantial evidence of widespread noncompliance, which BLM cannot ignore if it is to make an informed decision. Moreover, the information we are seeking to be presented in the EA is readily available, BLM cannot make an irreversible and irretrievable commitment of resources at the leasing stage when there are clearly outstanding issues, and the information we request is “essential to a reasoned choice among alternatives” and can be collected at non-exorbitant costs. Under these conditions, the BLM clearly must take steps to better protect groundwater resources at the leasing stage.

B. The BLM is Violating the Federal Land Policy and Management Act.

1. The EA is not consistent with the Wyoming BLM Approved Resource Management Plan Amendments (September 2015), as required by FLPMA.

BLM has not prioritized leasing outside of PHMAs and GHMAs, as required by the Rocky Mountain Region ROD, WY BLM ARMPA and IM 2016-143. Under FLPMA, BLM must manage public lands “in accordance with the [applicable] land use plans . . . .” 43 U.S.C. § 1732(a); S. Utah Wilderness Alliance v. Norton, 542 U.S. 55, 59-60 (2004). Here, the leasing EA is not consistent with provisions of the Rocky Mountain ROD and WY BLM ARMPA, which require the “prioritization” of oil and gas leasing outside of PHMAs and GHMAs.

Under the Rocky Mountain Region ROD, BLM must:

- prioritize oil and gas leasing and development outside of identified PHMAs and GHMAs . . . to further limit future surface disturbance and to encourage new development in areas that would not conflict with GRSG. 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. It would do this 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.
Rocky Mountain Region ROD at 1-25. The WY BLM ARMPA echoes this directive and includes the following objective: "Priority will be given to leasing and development of fluid mineral resources, including geothermal, outside of PHMAs and GHMAs." ARMPA Management Objective No. 14, at 24.

Further, in IM 2016-143, BLM has issued guidance elaborating on the way agency staff are to comply with the requirement to prioritize leasing and development outside of sage-grouse habitat: "Lands within GHMAs: BLM state offices will consider EOIs for lands within GHMAs, after considering lands outside of both GHMAs and PHMAs. When considering the GHMA lands for leasing, the BLM State Office will ensure that a decision to lease those lands would conform to the conservation objectives and provision in the GRSG Plans (e.g., Stipulations)."

Importantly, the IM also sets out "factors to consider" (i.e., parcel-specific factors) after applying this prioritization sequence:

- Parcels immediately adjacent or proximate to existing oil and gas leases and development operations or other land use development should be more appropriate for consideration before parcels that are not near existing operations. This is the most important factor to consider, as the objective is to minimize disturbance footprints and preserve the integrity of habitat for conservation.

- Parcels that are within existing Federal oil and gas units should be more appropriate for consideration than parcels not within existing Federal oil and gas units.

- Parcels in areas with higher potential for development (for example, considering the oil and gas potential maps developed by the BLM for the GRSG Plans) are more appropriate for consideration than parcels with lower potential for development. The Authorized Officer may conclude that an area has "higher potential" based on all pertinent information, and is not limited to the Reasonable Foreseeable Development (RFD) potential maps from Plans analysis.

- Parcels in areas of lower-value sage-grouse habitat or further away from important life-history habitat features (for example, distance from any active sage-grouse leks) are more appropriate for consideration than parcels in higher-value habitat or closer to important life-history habitat features (i.e. lek, nesting, winter range areas). At the time the leasing priority is determined, when leasing within GHMA or PHMA is considered, BLM should consider, first, areas determined to be non-sage-grouse habitat and then consider areas of lower value habitat.

- Parcels within areas having completed field-development Environmental Impact Statements or Master Leasing Plans that allow for adequate site-specific mitigation and are in conformance with the objectives and provisions in the GRSG Plans may be more appropriate for consideration than parcels that have not been evaluated by the BLM in this manner.
Parcels within areas where law or regulation indicates that offering the lands for leasing is in the government’s interest (such as in instances where there is drainage of Federal minerals, 43 CFR § 3162.2-2, or trespass drilling on unleased lands) will generally be considered more appropriate for leasing, but lease terms will include all appropriate conservation objectives and provisions from the GRSG Plans.

As appropriate, use the BLM’s Surface Disturbance Analysis and Reclamation Tracking Tool (SDARTT) to check EOI parcels in PHMA, to ensure that existing surface disturbance does not exceed the disturbance and density caps and that development of valid existing rights (Solid Minerals, ROW) for approved-but-not-yet-constructed surface disturbing activities would not exceed the caps.

The BLM purports to apply the prioritization factors but then decides—despite the ARMPA goal to “Protect PHMAs and GHMAs from anthropogenic disturbance that will reduce distribution or abundance of GRSG” — to offer all parcels in PHMA and GHMA. The FONSI states (at 12) that this decision was made “[f]ollowing a detailed review in consideration of the WOIM factors” but no documentation of that review is provided in the EA. There is simply no evidence presented in the EA or FONSI indicating that the BLM undertook a parcel-specific review applying the prioritization factors.

Although the EA states generally that “[t]he lands within the PHMA parcels are assumed to provide nesting, wintering, and/or breeding habitat for Greater Sage-Grouse GSG . . . ”, the analysis contains no information on the specific features and qualities found within each of the parcels that are necessary for the survival of sage-grouse and therefore critical to understanding the resources that are being irreversibly and irretrievably committed by the act of leasing. For example, the EA has not evaluated or disclosed the quality of the sage-grouse habitat within each of the parcels, such as the amount and percentage of nesting, winter and brood-rearing habitat, the distance of each parcel to nearby leks, and the size and quality of leks on each parcel. There is no indication that the BLM applied each of the parcel specific factors to each of the proposed parcels in or near sage-grouse habitat. For each individual parcel, BLM has not determined whether it was adjacent to an existing lease, within an existing unit, within an area with a field development EIS, or within an area with high development potential. It is apparent that the BLM has not clearly and carefully applied each of the relevant parcel specific factors to each of the parcels.

The omission of critical environmental information for each of the parcels offered for lease underscores the inadequacy of the EA for the High Desert District’s June 2018 lease sale and confirms that when parcels are proposed in or near PHMA and GHMA, BLM must apply the prioritization sequence and weigh the parcel-specific factors in reaching a leasing decision. The BLM must also comply with the requirement in the Rocky Mountain Region ROD and the Wyoming ARMPA to prioritize development outside of GHMA and PHMA, guiding development to lower conflict areas so as to thereby protect important habitat areas and reduce the time and cost associated with oil and gas development. The BLM has not prioritized leasing outside of PHMA and GHMA, as would be shown by deferring those parcels that contradict parcel specific factor guidance, and we therefore protest the sale of the 163 parcels proposed for sale at the June 2016 lease sale.
BLM claims the sage-grouse RMPs “prioritization objective is merely an “administrative function” and is not an allocation decision.” (EA Appx E, Response # 10 (response to comments)). But this ignores the fact that the sage-grouse plans repeatedly state that prioritizing oil and gas leasing outside of PHMA and GHMA is a land use plan decision. BLM is required to manage the public lands “in accordance with the land use plans” that are developed by the Secretary of the Interior. 43 U.S.C. § 1732(a). Prioritize means to “put things in order of importance” or to deal with things “in order of importance” so clearly the prioritization requirements specified in the RMPs require BLM to make leasing decisions in this “order of importance,” which has clearly not happened here where all PHMA and GHMA parcels could be leased.

BLM also cites Instruction Memorandum 2018-026. See EA Appx E, Response # 10. To the extent IM 2018-026 can be read as purporting to remove any requirement to limit leasing in sage-grouse habitat management areas, and the requirement to prioritize leasing outside those areas, it is inconsistent with the ROD and ARMPA. The entire point of the prioritization objective is to limit development and surface disturbance in important sage-grouse habitat—not simply to order BLM’s administrative paperwork. Nor is the prioritization requirement satisfied by “encourag[ing] lessees to voluntarily prioritize leasing” outside habitat management areas. IM 2018-026. The prioritization objective applies to BLM’s decisions about where to offer leases—not the business choices of companies with no stewardship obligations—and it is binding on the agency.

2. The BLM is not complying with FLPMA’s multiple-use mandate.

Under FLPMA, BLM is required to manage the public lands on the basis of multiple use and sustained yield. 43 U.S.C. § 1732(a). As the Supreme Court has noted, “[m]ultiple use management is a deceptively simple term that describes the enormously complicated task of striking a balance among the many competing uses to which land can 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 U.S. at 58 (internal quotations omitted).

In recognition of the environmental components of the multiple use mandate, courts have repeatedly held that under FLPMA’s multiple use mandate, development of public lands is not required, but must instead be weighed against other possible uses, including conservation to protect environmental values. See, e.g., New Mexico ex rel. Richardson, 565 F.3d at 710 (“BLM’s obligation to manage for multiple use does not mean that development must be allowed. . . . Development is a possible use, which BLM must weigh against other possible uses—including conservation to protect environmental values, which are best assessed through the NEPA process.”); Rocky Mtn. Oil & Gas Ass’n v. Watt, 696 F.2d 734, 738 n.4 (10th Cir. 1982) (“BLM need not permit all resource uses on a given parcel of land.”). And, just as BLM can deny a project outright in order to protect the environmental uses of public lands, it can also condition a project’s approval on the commitment to mitigation measures that lessen environmental impacts. See, e.g., Pub. Lands Council v. Babbitt, 167 F.3d 1287, 1300-01 (10th Cir. 1999) (“FLPMA unambiguously authorizes the Secretary to specify terms and conditions in
livestock grazing permits in accordance with land use plans”); *Grynberg Petro*, 152 IBLA 300, 306-07 (2000) (describing how appellants challenging conditions of approval bear the burden of establishing that they are “unreasonable or not supported by the data”).

The multiple use framework’s emphasis both on environmental resources and on the need to balance between present and future generations are highly relevant to consideration of impacts to wildlife and recreation. For example, multiple use includes “the management of the public lands and their various resource values so that they are utilized in the combination that will best meet the present and future needs of the American people; . . . a combination of balanced and diverse resource uses that takes into account the long-term needs of future generations for renewable and nonrenewable resources . . .; and harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment . . .” 43 U.S.C. § 1702(c).

Here, the BLM appears to be justifying this massive oil and gas lease sale of nearly 200,000 acres of Greater sage-grouse habitat on recent presidential and executive actions calling for “America’s energy independence” and “energy dominance.” See Press Release, BLM High Desert District seeks public comments on second quarter 2018 Oil and Gas lease parcels (Oct. 24, 2017) (“In keeping with the administration’s goal of strengthening America’s energy independence, the Bureau of Land Management High Desert District is seeking public comments on the environmental assessment for the Second Quarter 2018 Notice of Competitive Oil and Gas Lease Sale parcel offering.”);12 The White House, *Presidential Executive Order on Promoting Energy Independence and Economic Growth* (March 28, 2017);13 and, DOI, Secretary of the Interior, Order No. 3349 – American Energy Independence (March 29, 2017).14 Justifying this enormous lease sale on presidential aspirations of energy dominance would clearly violate the multiple-use mandate of FLPMA, which states that BLM “shall manage public lands under principles of multiple use and sustained yield” and contains specific provisions and procedures for broadly “excluding” principal uses of the public lands, including outdoor recreation and fish and wildlife development and utilization, none of which have been followed here and more broadly by the Interior Department. 43 U.S.C. §§ 1732(a), 1712(e)(2).

In its response to our comments on the EA, the BLM also rejected claims that it was not meeting its multiple use and sustained yield obligations under FLPMA. See EA Appx E, Response # 45. The BLM said protection of wildlife did not need to be a priority under the multiple use mandate and that all it had to do was balance wildlife protection with energy development. It said it complied with the allocation decisions under the ARMPA. But the mere fact an RMP makes lands *available* for leasing does not mean that actually leasing the lands meets BLMs’ multiple use obligations. Given BLM’s acknowledged discretion to engage in leasing, or not leasing, under the Mineral Leasing Act, it is clear the leasing stage, as much as the planning stage, is when multiple use decisions should be made. Given the recognition that land

use plan decisions only set a basic framework for land management, and do not make project-specific decisions, it is clear the leasing stage is when decisions should be made about whether issuing a lease parcel would meet BLM’s multiple use responsibilities, and this must be reflected in the NEPA analysis at the leasing stage, which has not occurred here.

3. **Parcels located in the Rock Springs Field Office should be deferred to preserve “decision space” in the RMP revision process.**

Oil and gas leasing, per the Mineral Leasing Act, is a discretionary activity and the Secretary of the Interior and Bureau of Land Management retains significant discretion regarding leasing or not leasing specific lands. In the past, at the Rock Springs Field Office Manager’s request, the BLM Wyoming State Director has judiciously applied this discretion and decided not to offer parcels for lease in that field office. This decision was made one year ago, in the November 2017 sale, when 74 parcels were deferred. Choosing not to lease in a field office currently seeking the input of cooperating agencies and the public on a land-use plan revision about where to lease or not lease, and how to lease, among other decisions, is a proactive decision that retains the integrity of the draft plan and the public’s trust. It reduces conflict down the road and ensures that leasing does not happen under an outdated plan from 1997. We applauded the State Director’s decision, and the Field Office Manager’s request, for that sale and ask that the agency maintain consistency with that decision. We ask that all lease parcels currently offered in the Rock Springs Field Office be deferred. New data and public input is being weighed in connection with evaluating current leasing decisions in that field office through the plan revision and until it is complete, leasing now will be disruptive to the landscapes, will apply outdated stipulations and be out of touch with current scientific information and community attitude, and will undermine the decision space of the field office manager.

This applies to parcels 108 and 109, 118-122, 127, 128, 131-136, 138-141, 143-145, 147-168. Some of those are entirely in the RSFO, others have sections in the RSFO and other field offices.

C. **BLM Has Not Adequately Addressed Lands with Wilderness Characteristics, in Violation of NEPA and FLPMA.**

The BLM recognizes in the EA that four BLM recognized Lands with Wilderness Characteristics (LWC) are included in lease parcels in this lease sale. These include parcels 116, 117, 147, and 148, which encompass the Adobe Town Fringe Area E, Adobe Town Fringe Area F, and North Cow Creek LWCs, respectively (North Cow Creek is in both parcels 147 and 148). EA at 88. BLM recognizes that these four areas have more than 5000 acres of roadless land, the imprint of man’s work is substantially unnoticeable, there are outstanding opportunities for solitude or primitive recreation in these areas, they contain natural features of scientific, educational, scenic, or historical value, and these areas are part of Citizen Proposed Wilderness (CPW). EA at Appx C.

We appreciate that BLM has deferred two of the parcels, stating in the Finding of No Significant Impact (FONSI): "Following response to public comments, a potential conflict with two parcels, 116 and 117, was discovered. As a result, the remaining portion of parcel 116 and
all of parcel 117 (1,402.220 total acres) are deferred under State Director discretion pending completion of the Rawlins RMP amendment." FONSI, p. 1. See also EA at Appx A (stating parcel 116 is partially deferred and parcel 117 is fully deferred).

However, under this rationale, BLM should also defer the sale of parcels 147 and 148, based on the revision to the Rock Springs RMP that is underway and which will be considering how to manage these lands. Allowing for the land use plan to consider protections for these areas is necessary for BLM to meet its obligation under FLPMA where it is "still required . . . to "...maintain on a continuing basis an inventory of all public lands and their resource and other values...." This includes reviewing lands, in this case lease parcels, to determine if they possess wilderness characteristics . . . ." EA at 88. This is also necessary for BLM to meet its obligations under its Land Use Planning Handbook (H-1601-1). EA at 87-88. While we understand BLM has discretion in this regard, we would note that the current RMP went into effect in 1990 - almost 40 years ago - and never evaluated options to protect LWC.

The BLM also claims in the EA that there are no CPW in the lease sale. EA at 88. This is not correct. There are at least four lease parcels with unrecognized CPW:

- Lease parcels 159 and 160 overlay the Alkali Basin-Sand Dunes East Contiguous LWC unit south of Alkali Basin/East Sand Dunes WSA. This inventory was submitted by the WWA. The BLM has not formally responded to that submission.
- Parcel 163 overlaps with the Red Lake Wilderness Study Area Additions LWC submitted by the WWA. The BLM has not formally responded to that submission.
- Parcel 164 overlaps with the Kinney Rim South Area D unit submitted by Biodiversity Conservation Alliance, which comprises much of Kinney Rim proper.

In order to comply with FLPMA and the BLM's LWC Handbook provisions, protection of these areas needs to be considered in this EA.

NEPA is our "basic national charter for the protection of the environment." 40 C.F.R. § 1500.1 NEPA achieves its purpose through "action forcing procedures...requir[ing] that agencies take a hard look at environmental consequences." Id.; Robertson v. Methow Valley Citizens Council, 490 U.S. 332, 350 (1989) (citations omitted). This includes the consideration of best available information and data, as well as disclosure of any inconsistencies with federal policies and plans.

NEPA requires federal agencies to consider "any adverse environmental effects which cannot be avoided." 42 U.S.C. § 4332(C)(ii). Effects that must be considered include "ecological (such as the effects on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural, economic, social, or health, whether direct, indirect, or cumulative." 40 C.F.R. § 1508.8. Further, as discussed in detail above, NEPA requires federal agencies to consider a reasonable range of alternatives, but has not done so in
this EA, including by not considering alternatives to protect LWC, both BLM-identified and CPW.

Federal agencies must comply with NEPA before there are “any irreversible and irremediable commitments of resources which would be involved in the proposed action should it be implemented.” 42 U.S.C. § 4332(C)(v); see also 40 C.F.R. §§ 1501.2, 1502.5(a); Ore. Natural Desert Ass’n v. BLM, 531 F.3d 1114, 1132-33 (9th Cir. 2008) (requiring BLM to identify and evaluate wilderness values during NEPA analyses). Federal courts have held that site-specific analysis is required prior to issuing oil and gas leases where there is surface that is not protected by no-surface occupancy stipulations (NSO) and where there is reasonable foreseeability of environmental impacts. See e.g., New Mexico ex rel. Richardson v. BLM, 565 F.3d 683, 718 (10th Cir. 2009); Pennaco Energy, Inc. v. United States DOI, 377 F.3d 1147, 1160 (10th Cir. 2004). This is because oil and gas leases confer “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 stipulations and other laws, and therefore would constitute an “irreversible and irremediable commitment of resources.” New Mexico 565 F.3d at 718; 40 C.F.R. § 3101.1-2; see also Sierra Club v. Hodel, 848 F.2d 1068, 1093 (10th Cir. 1988) (agencies are to perform hard look NEPA analysis “before committing themselves irremediably to a given course of action so that the action can be shaped to account for environmental values”).

Here the BLM recognizes that there could be impacts to LWCs. It says future development “may include both short-term and long-term direct and indirect impacts. Should development of the parcels occur, this could result in the temporary loss of one or more of the individual wilderness components.” EA at 120. In order to meet its NEPA obligations BLM must address the current, accurate data that has been provided on LWC, evaluate potential impacts from leasing and development, and consider ways to avoid or mitigate these impacts in this EA. BLM has not fulfilled these obligations and, therefore, we protest the sale of parcels 146, 147, 159, 160, 163, and 164.

We further protest BLM’s inclusion of these LWC parcels based on BLM’s obligations under FLPMA to manage the public lands based on principles of multiple use and sustained yield. The multiple-use mandate directs DOI to achieve “a combination of balanced and diverse resource uses that takes into account the long-term needs of future generations.” 43 U.S.C. § 1702(c). Sustained yield further requires BLM to seek “the achievement and maintenance in perpetuity of a high-level annual or regular periodic output of the various renewable resources of the public lands consistent with multiple use.” 43 U.S.C. § 1702(h). This mandate is clear that uses such as outdoor recreation, fish and wildlife, grazing, and wilderness are to be equally considered as multiple uses, along with energy development. 43 U.S.C. § 1702(l); see also, Ore. Natural Desert Ass’n v. BLM, 625 F.3d 1092, 1122 (9th Cir. 2010). Consequently, BLM may not manage public lands primarily for energy development. Notably, BLM also may not manage public lands in a manner that unduly or unnecessarily degrades other uses. See 43 U.S.C. § 1732(b). By failing to consider how to protect LWC and foreclosing opportunities to protect it in the ongoing Rock Springs RMP revision, BLM is not complying with its obligations under FLPMA. BLM should not include parcels 147, 148, 159, 160, 163 and 164 in this lease sale.
VI. CONCLUSION

For the reasons stated above, we protest the sale of all 163 parcels proposed for sale at the June 2018 oil and as lease sale in the BLM Wyoming High Desert District, principally because these parcels are located in crucial sage-grouse habitats. There is a need to provide for better protection for this species by prioritizing leasing outside of GHMA and PHMA, as BLM’s land use plans, and FLPMA, require. In addition, the proposed leasing is not based on a reasonable range of alternatives, the EA does not provide a “hard look” at environmental impacts or consider the cumulative impacts of leasing, it underestimates the impacts to groundwater resources and needed mitigation, and the leasing would not comply with the FLPMA multiple use mandate. Parcels in the Rock Springs Field Office should also be deferred to allow for an adequate decision space during the RMP revision in that office. There is also a need for better analysis of Lands with Wilderness Characteristics.

Sincerely,

Bruce Pendery
The Wilderness Society
Attorney at Law

List of Exhibits:

1. Report by Dr. Matthew J. Holloran addressing potential effect to sage-grouse from the June 2018 oil and gas lease sale, and CV for Dr. Holloran.
2. Report by geo-scientist Ken Kreckel on the June 2018 oil and gas lease sale, and CV for Ken Kreckel.

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